ORDINANCE NO. 2010-17

AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR COLLECTIVE BARGAINING AGREEMENT WITH FRATERNAL ORDER OF POLICE, SERGEANTS UNIT; AND DECLARING AN EMERGENCY

Be it ordained by the Council of the City of Blue Ash, Ohio, not less than five (5) members thereof concurring,

SECTION I.

The City Manager is hereby authorized to enter into the collective bargaining agreement with the Fraternal Order of Police, Ohio Labor Council Sergeants Unit in accordance with the form attached hereto. Said multi-year contract shall be in effect retroactive beginning March 3, 2010 through March 2, 2013.

SECTION II.

The Treasurer and Deputy Treasurer are hereby authorized to expend the necessary funds therefor, which funds are hereby appropriated.

SECTION III.

This ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and general welfare; the reason for the emergency being the need to provide for certain personnel requirements of the City of Blue Ash, Ohio. Therefore, this ordinance shall take effect and be in force from and after its passage.

PASSED this 23rd day of September, 2010.

_____
Mark F. Weber, Mayor

_____
Jamie K. Eifert, Clerk of Council

APPROVED AS TO FORM:

_____
Mark A. Vander Laan, Solicitor

ORDINANCE NO. 2010 - 17

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF BLUE ASH

AND

THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.
SERGEANTS

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ARTICLE 1
PREAMBLE

Section 1.1 This Agreement is made and entered into this 23rd day of September, 2010, by and between the City of Blue Ash, Ohio, hereinafter referred to as the "Employer" or the "City", and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "FOP", solely as it relates to the Blue Ash Police Department employees within the bargaining unit. The purpose of this Agreement is:

> To comply with the requirements of Ohio Revised Code Chapter 4117; and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 2
RECOGNITION

Section 2.1 The Employer hereby recognizes the FOP, during the entire term of this Agreement, as the exclusive collective bargaining agent with respect to wages, hours, terms and other conditions of employment for the Police Sergeant classifications within the Police Department of the City of Blue Ash as certified by the State Employment Relations Board in Case Number, 05-REP-01-0012, dated December 15, 2005.

Section 2.2 All management level employees including Police Chief, police officers with rank of Lieutenant and above, confidential employees, professional employees, seasonal and casual employees, other bargaining unit employees, and civilian employees of the Employer are specifically excluded from the bargaining unit.

ARTICLE 3
FOP REPRESENTATION

Section 3.1 Non-employee representative(s) of the FOP shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein with prior approval by the City Manager or designee. Upon arrival, the FOP representative shall contact the City Manager or designee.

Section 3.2 The Employer shall recognize two (2) employees, designated by the employees of the certified bargaining unit and approved by the FOP, to act as FOP representatives for the purposes of representation as outlined under this Agreement.

Section 3.3 No employee shall be recognized by the Employer as a FOP representative until the FOP has presented the Employer with written certification of that person's selection as a FOP representative by the employees of the certified bargaining unit.

Section 3.4

Rules governing the activity of FOP representatives are as follows:

(a) The FOP agrees that no official of the FOP, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The FOP further agrees not to conduct FOP business during working hours except to the extent specifically authorized herein.

(b) The representatives shall be permitted reasonable time to investigate, present, and process formal grievances on the Employer's property without the loss of pay during their regular working hours, provided that in each and every instance where such time is required, only one representative is assigned to a grievance, and the length of time and the time period within the working hours shall be agreed upon previously by the FOP representative and the supervisor and/or the Chief of Police. The representatives shall make all reasonable efforts, however, to process all grievances during non-working hours.

(c) The FOP employee official shall cease unauthorized activities immediately upon the request of the Police Chief or City Manager or designee.

Section 3.5 An FOP employee representative who is on duty during, and participates at, a scheduled meeting between the Employer and the FOP to negotiate a new collective bargaining Agreement shall receive regular pay for the regularly scheduled on-duty hours spent at that meeting and shall receive no additional compensation. An FOP employee representative who is off duty during, and participates at, a scheduled meeting between the Employer and the FOP to negotiate a new collective bargaining Agreement shall receive no compensation for the off-duty hours spent at that meeting.

ARTICLE 4
DUES DEDUCTION

Section 4.1 The Employer agrees to deduct regular FOP dues and fees at such intervals as the FOP notifies the Employer as proper, but no more often than once each month, for any bargaining unit member voluntarily signing a written authorization for dues deduction. The bargaining unit member shall submit the voluntarily signed written dues deduction authorization to the Employer's payroll officer. This dues deduction shall be given effect until the employee revokes the authorization by written notice to the Employer's payroll officer or until the employee's employment with the City is terminated. The Employer shall forward a check, for the aggregate of the dues and fees deducted, to the FOP's designated financial officer, together with an itemized list of the members for whom dues deductions were made.

Section 4.2 The FOP hereby indemnifies and holds the City and/or the City's payroll officer harmless from any and all claims of any nature arising out of or resulting from the operation of this deduction procedure and the making of the deductions and subsequent payments pursuant

thereto and from any and all costs and expenses arising out of any such claim(s). Such costs and expenses shall include but not be limited to court costs, attorney fees, witness fees and expenses, court judgments and/or court awarded damages and all other costs associated with the defense or prosecution of any such claim(s).

ARTICLE 5
FAIR SHARE FEE

Section 5.1 Bargaining unit employees who are not members in good standing of the FOP shall, as a condition of continued employment within thirty (30) calendar days of completion of the initial probationary period or the effective date of this Agreement, whichever is later, pay to the recognized FOP lodge a Fair Share Fee. The Fair Share Fee shall be established to cover the employee's pro rata share of: (1) the costs incurred by the FOP in negotiating and administering this Agreement and of settling grievances and disputes arising under this Agreement; and (2) the FOP's expenses incurred for activities normally and reasonably incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees in the bargaining units covered by this Agreement. Fair Share Fees shall be deducted and remitted during the same period as dues, provided, the employee has sufficient wages during the applicable pay period to equal the deduction. The FOP shall notify the Employer, once each year for the term of this Agreement, of the amount of the Fair Share Fee. In the event that any employee who is required to pay a Fair Share Fee to the FOP objects to the propriety of the FOP's use of such fees, the entire amount of the objecting employee's fee shall be placed by the Employer in an interest-bearing escrow account, pending the exhaustion of the FOP's internal rebate procedure and any determination by the State Employment Relations Board, pursuant to the provisions of O.R.C. 4117.09(C).

Section 5.2 It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the FOP hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the FOP, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the FOP.

ARTICLE 6
NON-DISCRIMINATION

Section 6.1 The provisions of this Agreement shall be applied equally and without favoritism to all employees in the bargaining unit. There shall be no discrimination as to age, sex, marital status, race, color, creed, national origin, handicap, or political affiliation. The FOP shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Section 6.2 Both parties recognize and agree that affiliation with the FOP is at the discretion of each individual employee. Employees in the classifications comprising the bargaining unit covered by this Agreement have the right to participate or not participate in the FOP as they see fit. Neither party to this Agreement shall exert any pressure on any employee as regards such matters.

Section 6.3 Wherever the male gender is used in reference in this Agreement, it shall be construed to include male and female.

ARTICLE *7*
MANAGEMENT RIGHTS

Section 7.1 The FOP recognizes the City's exclusive right to manage its affairs and the City retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Charter of the City of Blue Ash and the laws and constitutions of the State of Ohio and of the United States. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the City, including but without limiting the generality of the foregoing:

Section 7.2 The right to manage its affairs efficiently and economically, including the determination of quantity, quality, frequency and type of services to be rendered; the determination, purchase and control of the types and numbers of materials, machines, tools and equipment to be used; the selection of the location, number and type of its facilities and installations; and the addition or discontinuance of any services, facilities, equipment, materials or methods of operation.

Section 7.3 The right to hire and set the starting rate of pay for new employees. The right to determine the starting and quitting time and the number of hours to be worked, including overtime and lunch; and to determine the amount of supervision necessary, work schedules and the method or process by which work is performed, to the extent that it is in compliance with all other articles of this Agreement.

Section 7.4 The right to contract, subcontract and purchase any or all work, processes or services or the construction of new facilities or the improvement of existing facilities; to adopt, revise and enforce working rules and carry out cost control and general improvement programs; and to establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification and establish wage rates for any new or changed classifications.

Section 7.5 The right to initially determine the existence or non-existence of facts which are the basis of the Management decisions; to establish or continue policies, practices or procedures for the conduct of the Police Department and its services to the citizens of Blue Ash, and, from time to time, to change or abolish such practices or procedures; the right to determine and, from time to time, redetermine the number, locations and relocations and types of its employees or to discontinue any performance of service by employees of the City of Blue Ash; to determine the number of hours per day or week any operation of the Police Department may be carried on; to select and determine the number and types of employees required; to assign such work to such employees in accordance with the requirements determined by Management authorities; to establish training programs and upgrading requirements for employees within the Department; to establish and change work schedules and assignments; to transfer, promote or demote employees, or to layoff, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons; to determine the facts of lack of work or other legitimate reasons; to

continue, alter, make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge, or take such measures as the Management may determine to be necessary for the orderly and efficient operation of the Police Department of the City of Blue Ash, subject to the terms of this Agreement provided, however, nothing herein shall prevent employees from presenting their grievances for an alleged violation of any Article or specific term of this Agreement. This section is not intended to prohibit the FOP from bargaining about matters affecting the wages, terms, or conditions of employment of bargaining unit employees.

ARTICLE 8
DISCIPLINE

Section 8.1 The Employer may take disciplinary action against any employee in the bargaining unit only for just cause.

Section 8.2 Such disciplinary action, not necessarily listed in order of occurrence, may take the following forms:

a. Documented oral reprimand;
b. Written reprimand;
c. At the option of the Police Chief, with concurrence of the employee, loss of vacation leave, compensatory time, or holiday compensatory time not to exceed twenty-five and one-half hours;
d. Suspension without pay
e. A one step reduction in pay grade for one year (365 days);
f. Demotion;
g. Discharge from employment.

Section 8.3 Refusal to submit to a polygraph examination shall not be grounds for disciplinary action.

Section 8.4 Employees may be required to take a drug or alcohol test if the City has reasonable suspicion that the employee is under the influence of drugs or alcohol. Employees may also be required to take random drug and/or alcohol tests and may be required to take drug and/or alcohol tests following a workplace accident or injury. These tests shall be performed at a reputable testing facility. Refusal to submit to a test will be treated the same as a positive test result and may be just cause for termination. Such testing will be done using accepted and recognized procedures, as outlined in the departmental policy, including procedures to protect individual privacy.

Section 8.5 Discussions regarding behavior or corrective action shall be conducted in a professional manner between the employer and the employee.

ARTICLE 9
PREDISCIPLINARY CONFERENCE

Section 9.1 Any employee facing disciplinary action resulting in more than a written reprimand but not more than a three-day suspension without pay may request that said disciplinary action be reviewed by the City Manager or designee. The employee must submit a written request to the City Manager within forty-eight (48) hours of the employee's receipt of written notice of recommended disciplinary action. The City Manager shall meet with the employee, and any other employee(s) that the City Manager believes are reasonably necessary to the resolution of the predisciplinary conference, and review the facts, and make a final written determination regarding the recommended disciplinary action. Said meeting shall take place prior to the imposition of the recommended disciplinary action. The employee may request the presence of one employee FOP representative at the meeting. Nothing in this section prevents the Chief of Police from suspending an employee with pay pending the predisciplinary conference.

Section 9.2 Anytime the Employer or designee determines that an employee may be disciplined for cause (including only suspensions without pay for more than three (3) days, reductions or termination), a predisciplinary conference will be scheduled with the City Manager or designee to give the employee an opportunity to offer an explanation of the alleged conduct. The employee shall receive a list of the charges and their particulars at the time the employee is originally notified in writing that disciplinary action is being recommended for the alleged improper conduct.

Section 9.3 The employee may choose to be represented at the predisciplinary conference by any FOP person unless the employee signs a waiver releasing the FOP of such representation. The employee and the Employer shall provide a list of witnesses to each other as far in advance as possible, but not later than forty-eight (48) hours prior to the predisciplinary conference. It is the responsibility of each party to notify their witnesses that their attendance is desired.

Witnesses who are reasonably necessary to the resolution of the predisciplinary conference and who are employees of the City of Blue Ash, shall be allowed to attend the conference. Any employee who is on duty and is requested by the FOP or the employee facing the discipline, to attend the conference shall be released from duty to attend. Any employee who is off duty and is requested to attend the conference by the FOP or the employee facing the discipline shall not be compensated by the City.

Any member who is off duty and called as a witness by the City shall be compensated based on minimum call in overtime pay or straight overtime pay as applicable.

The employee may elect to have the representation of one FOP Representative at this conference. If the FOP Representative is on duty they will be released from duty to attend. If the representative is off duty the representative will not be compensated by the City.

Section 9.4 The employee or representative will be permitted to confront and cross examine witnesses. A written report will be prepared concluding whether or not the recommended discipline is appropriate. The Employer, in all cases, will decide what discipline, if any, is

appropriate. A copy of the written report will be provided to the employee within seven (7) calendar days following its preparation.

Section 9.5 Any employee who may be subject to disciplinary action ("charged employee") and any employee being questioned regarding the charged employee shall be apprised of the following:

1. Failure to respond or respond truthfully to any questioning may result in disciplinary action;

2. The charged employee shall receive a list of the charges and their particulars not less than forty-eight (48) hours prior to the scheduled predisciplinary conference;

3. The charged employee shall be apprised of the right to representation. The hearing may be postponed with mutual agreement between the City and the FOP;

4. The charged employee shall be apprised by the Police Chief as to whether or not the employee has been suspended pending the outcome of the predisciplinary conference;

5. The charged employee may, in writing, waive the predisciplinary conference and/or submit a written statement on the employee's behalf.

Section 9.6 Predisciplinary conferences shall be recorded and a charged employee shall be entitled, upon request, to a copy of the recordings not later than seventy-two (72) hours following the close of the predisciplinary conference.

ARTICLE 10
GRIEVANCE PROCEDURE

Section 10.1 The term "grievance" shall mean a difference or dispute between the parties or an employee concerning the application, meaning or interpretation of the expressed terms of this Agreement, unless otherwise specifically excluded. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement.

Section 10.2 In all grievance proceedings the employee has the right to represent himself or herself or to be represented by a representative of his or her choice.

Section 10.3 All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed to by both parties:

a. Aggrieved employee's name and signature;
b. Aggrieved employee's classification;
c. Date grievance was filed in writing;
d. Date and time grievance occurred;

e. Where grievance occurred;
f. Complete description of the incident giving rise to the grievance;
g. Articles and sections of Agreement violated;
h. Desired remedy to resolve grievance.
i. Signature of an FOP representative indicating notice of the grievance by the FOP.

All grievances shall be reduced to writing, containing a full statement of particulars, and be filed on forms mutually agreed to by both parties as set forth in this Article.

At any step of this grievance procedure, the FOP shall have the final authority in respect to any aggrieved member to decline to process further a grievance, if in the judgment of the FOP, such grievance lacks merit or justification under the terms of this Agreement, or has been adjusted or rectified under the terms of this Agreement to the satisfaction of the FOP. No provision in the Agreement shall be interpreted to require the FOP to represent a member in any stage of the grievance procedure if it considers the grievance to be without merit or in contradiction of any law or regulation.

Section 10.4 All grievances must be processed at the proper step in the progression in order to be considered at the subsequent steps. If an employee, or the FOP fails to comply with the time limits set forth below, the grievance shall be considered withdrawn, and thereafter such grievance may not be presented for consideration or be made the basis for any action under this Agreement or otherwise. Any employee or the FOP may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer's representatives within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon the mutual written consent of the parties.

Section 10.5 All grievances shall be settled in the following manner:

Step 1. If the grievance involves a loss of pay issue, then the aggrieved employee and the employee's representative shall proceed directly to Step 2 and present a written grievance to the Chief of Police or designee within seven (7) calendar days of the date on which the grievance arose or which the employee became aware of the grievance or should have been aware. If, however, the grievance does not involve a loss of pay issue, then the aggrieved employee and the employee's representative shall orally present the facts to the employee's immediate supervisor, within seven (7) calendar days of the date on which the grievance arose or which the employee became aware of the grievance or should have been aware. An oral discussion form will be signed by the aggrieved employee and the employee's representative and the immediate supervisor to reflect the date of the oral grievance presentation. The immediate supervisor shall render a decision within seven (7) calendar days from the date on which the grievance was submitted, and present same to the aggrieved employee and the employee's representative.

Step 2. If the grievance is not resolved in Step 1, the employee and the employee's representative shall present a written grievance to the Chief of Police or designee within seven (7) calendar days from the response to the grievance from the employee's

immediate supervisor. The Chief of Police or designee shall respond in writing to the grievance within seven (7) calendar days from receipt of the grievance. Once the grievance has been reduced to writing, no material change may be made in the subject matter of the grievance.

Step 3. If the grievance is not resolved in Step 2, the employee and the employee's representative shall present the written grievance to the City Manager or designee within seven (7) calendar days from the response to the grievance from the Chief of Police. The City Manager or designee shall render a written decision within fourteen (14) calendar days of receipt of the grievance form. The City Manager's (or designee's) decision concerning grievances regarding documented oral reprimands and written reprimands shall be final and binding and such grievances shall not be processed further and shall not be arbitrated.

Step 4. If the grievance is not resolved in Step 3 and involves a contract grievance issue or disciplinary action more severe than a written reprimand, the employee and the employee's representative within fourteen (14) calendar days from receipt of the City Manager's response to the grievance may file, with the FOP's approval, a request for arbitration. Within ten (10) calendar days of a request for arbitration, an FOP representative and the City Manager or designee shall attempt to mutually agree to an arbitrator. If the City and the FOP cannot mutually agree upon an arbitrator in a specific case, then the parties shall utilize the arbitrator selection procedure set forth by the Federal Mediation and Conciliation Service. The parties shall request a panel of nine (9) arbitrators.

Section 10.6 Unless otherwise agreed to by the City and the FOP, the Arbitrator shall render a decision in writing within thirty (30) calendar days of the hearing. If such decision is in conformity with the powers granted the Arbitrator herein, it shall be final and binding upon the parties. The sole function of the Arbitrator shall be to interpret the express written provisions of the Agreement and apply them to the specific facts presented at the hearing. The Arbitrator shall have no power or authority to change, amend, modify, add to, delete from, or otherwise alter this Agreement.

Section 10.7 The costs of the proceedings, including the expenses and compensation of the Arbitrator, and the rental of facilities, (if not on the Employer's premises) shall be borne equally. If either party requests a transcript and exhibits for the Arbitrator, it shall be made and shall be the official record of the hearing. The cost of such transcript shall be borne by the party requesting it, except where the other party requests a copy of the transcript in which case the cost of the transcript shall be borne equally by both the City and the FOP. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of the witnesses called by the other.

Section 10.8 Grievances may be initiated, within the prescribed time limits of Section 10.5, Step 1, at the step which corresponds to the level of supervision where the alleged violation of the contract occurred.

Section 10.9 A grievance may be brought by any member of the bargaining unit. Where a

group of bargaining unit members desires to file a grievance involving a situation affecting each member in the same manner, one member selected by such group may process the grievance as a class action grievance, provided each employee desiring to be included in the class action grievance signs said grievance.

Section 10.10 The FOP may file grievances claiming violations of the recognition clause, the dues deduction clause, or any claimed violation of contract rights which accrue solely to the FOP as a labor organization and not to individual employees. Such grievances shall be initially filed within the time limits of Section 10.5, Step 1, but will be filed directly with the City Manager.

Section 10.11 Witnesses who are reasonably necessary to the resolution of grievances, and who are employees of the City of Blue Ash shall be allowed to attend any hearing resulting from the filing of a grievance. Any member who is on duty and required by either the City or the FOP to attend a hearing shall be released from duty to attend. Any member who is off duty and is called as a witness by the FOP, or is subpoenaed to attend a hearing at the request of the FOP, shall not be compensated by the City.

Any member who is off duty and called, as a witness by the City shall be compensated based on minimum call in overtime pay or straight overtime pay as applicable.

If the FOP Representative is on duty and requested by the employee to attend a grievance hearing the representative will be released from duty to attend. If the representative is off duty he or she will not be compensated by the City.

An employee facing a disciplinary action that is the subject of the grievance who is on duty shall be released from duty to attend the hearing. An employee facing disciplinary action who is off duty at the time of the hearing shall not be compensated by the City.

The Grievant, or the grievant's representative, may not submit into evidence in any disciplinary grievance or disciplinary arbitration proceeding documents or testimony related to the City or Department of Police's action or inaction in any disciplinary case that pre-dates a period more than three (3) years prior to the date of the alleged misconduct or breach of discipline alleged against the Grievant.

Section 10.12 The City, through its City Manager or designee, may file grievances claiming violations of the Agreement by the FOP as a labor organization. Such grievances shall be initially filed within the time limits of Section 10.5, Step 1, but will be filed directly with the chief employee representative of FOP.

Section 10.13 Nothing in this Section prevents either party from seeking enforcement of any arbitration decision in a court of competent jurisdiction.

Section 10.14 In cases of emergency declared by the federal, state, or local government, the time limits for the processing of grievances shall automatically be suspended until further notice from the City Manager or designee.

Section 10.15 Any employee charged with, or under indictment for, a felony, who is not

disciplined or discharged by the employer, may be placed on a leave of absence without pay until resolution of the court proceedings. An employee may use accrued but unused vacation during the leave. An employee found guilty by the trial court of a felony may be summarily discharged and shall have no recourse through the grievance or arbitration procedures. If the employee is found not guilty, the employee's lost wages and seniority will be reinstated. Where the charges are reduced to a misdemeanor, the employee is acquitted or charges are not pursued, the employee may be subject to discipline pursuant to the terms of this Agreement. The employer shall continue to pay the employee's insurance premiums as provided for in this Agreement during the unpaid leave of absence.

ARTICLE 11
PROBATIONARY EMPLOYEES

Section 11.1 Each newly promoted employee shall be required to serve a probationary period of six (6) months. Upon satisfactory completion of the probationary period, an employee shall be given regular Sergeant status.

Section 11.2 If a promoted probationary employee's performance is unsatisfactory, the employee may be returned to the employee's former position without prejudice or the probation may be extended for a period of up to six (6) months at the City's sole discretion and shall have no right of appeal under this Agreement.

ARTICLE 12
PERSONNEL FILES

Section 12.1 Each employee may inspect the employee's own personnel file maintained by the Employer during the employee's off-duty hours at a time mutually acceptable and shall, upon request, receive a copy of any documents contained therein. If an employee needs less than fifteen (15) minutes to review the personnel files, it may be done during duty hours provided it does not interfere with the work schedule for that day. An employee shall be entitled to have an off-duty representative of his choice present during such review.

Section 12.2 If an unfavorable statement or notation is in the file, the employee shall be given the right to place a statement of rebuttal or explanation in the file within seven (7) calendar days of becoming aware of the placement of the document in the file. No anonymous material of any type shall be included in the employee's personnel file.

Section 12.3 Records of oral and/or written reprimands shall not be utilized to determine the appropriate level of subsequent discipline two (2) years from the date of their issuance provided no intervening disciplinary action has occurred. Records of suspension shall not be utilized to determine the appropriate level of subsequent discipline three (3) years from the date of their issuance provided no intervening disciplinary action has occurred.

Section 12.4 The City shall not release personnel records unless required by law, court order or subpoena.

ARTICLE 13
SENIORITY

Section 13.1 "Seniority" shall be computed on the basis of uninterrupted length of continuous service with the Employer. "Rank seniority" shall be computed on the basis of continuous service in rank with the Employer. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. If continuous service is broken and the employee is not reinstated, the employee loses all previously accumulated seniority.

Section 13.2 An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

Section 13.3 Employees laid off shall retain their seniority for a period of eighteen (18) months from the date of layoff.

ARTICLE 14
LAYOFF AND RECALL

Section 14.1 The Employer agrees that all part-time police personnel will be laid off prior to and during the layoff period of any bargaining unit employee, provided the bargaining unit employees are willing to work on a part-time basis.

Section 14.2 When the Employer determines that a long-term layoff or job abolishment is necessary, it shall notify the affected employees ten (10) calendar days in advance of the effective date of the layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, as soon as possible. The Employer, upon request from the FOP, agrees to discuss with FOP representatives the impact of the layoff on bargaining unit employees.

Section 14.3 Layoffs in the Sergeant classification shall be in inverse order of seniority in the classification, with the least senior Sergeant being laid off first. Any employee in the Sergeant classification receiving notice of long term layoff lasting more than seventy-two (72) hours shall have five (5) calendar days following the receipt of such notice in which to exercise the right to bump the least senior employee in the Patrol Officer classification.

Section 14.4 Employees who are laid off shall be placed on a recall list for a period of eighteen (18) months. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of recall. Any training required in this subsection shall be at the Employer's expense and time.

Section 14.5 Notice of recall shall be sent to the employee by certified mail. The employer shall notify employees of any recall by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

Section 14.6 The recalled employee shall have ten (10) calendar days following the date of mailing of the recall notice to notify the Employer of the intention to return to work and shall have fourteen (14) calendar days following the date of mailing of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice or mutually agreed upon, in writing, by the parties.

ARTICLE 15
NO STRIKE/NO LOCKOUT

Section 15.1 During the life of this Agreement or any extensions hereof, the FOP, on behalf of the employees comprising the bargaining unit, agrees that so long as this Agreement or any extensions hereof are in effect, there shall be no strikes (including sympathy strikes, unfair labor practice strikes or economic strikes), slowdowns, walkouts, refusal to perform assigned duties, sit downs, picketing, boycotts or any activities which interfere, directly or indirectly, with the operation of the City. Any employee who is absent from work without permission, or abstains wholly or in part from the full performance of the employee's duties in a normal manner without permission, on the date or dates when a strike occurs, shall be presumed by the Employer to have engaged in such a strike on such date or dates.

Section 15.2 In the event any employee covered hereunder is engaged in any violation of Section 15.1 above, the FOP shall, upon notification by Management, immediately order such employee or employees to resume normal work activities and shall publicly denounce any violation of Section 15.1. The FOP, its officers, agents, representatives and members and all other employees covered by this Agreement, shall not, in any way, directly or indirectly, authorize, assert, encourage, participate in, sanction, ratify, or lend support to any strike or other activity in violation of this Article. The FOP further agrees not to oppose any injunctive relief sought by the City to return employees to duty and cease the activities referred to in Section 15.1.

Section 15.3 Any strike or any other prohibited activity entered into or called for by the FOP shall constitute a breach of this Agreement and abrogate the obligations of the Employer hereunder.

Section 15.4 The City shall have the right to impose discipline up to and including discharge for any employee who authorizes, encourages, participates in, sanctions, or ratifies any strike or other activity in violation of Section 15.1.

Section 15.5 During the life of this Agreement, the Employer shall not cause, permit, or engage in any lockout or otherwise prevent employees from performing their regularly assigned duties where an object thereof is to bring pressure on the employees or an employee organization to compromise or capitulate to the Employer's terms regarding a labor relations dispute. Any violation of this section by the City shall constitute a breach of this Agreement and abrogate the obligations of the FOP and the employees under this Article.

Section 15.6 Nothing in this Article shall be construed to limit or abridge the FOP's or the Employer's right to seek other available remedies provided by law to deal with any violation of Ohio Revised Code Section 4117.11(A) or (B).

ARTICLE 16
WORK PERIOD AND OVERTIME

Section 16.1 The standard work period for all full-time employees shall be eighty (80) hours in a two (2) week period.

Section 16.2 The authority to establish work schedules, standard work periods, and standard work days shall be vested in the City Manager; the City Manager has the discretion to delegate this authority to supervisory personnel. The authority to grant overtime compensation shall be vested in the City Manager or designee, provided that overtime compensation not be allowed except for work in excess of the standard work period or work in excess of the standard work day. Overtime compensation shall be allowed employees in these instances only if said work has the prior approval of the City Manager or of a supervisory employee to whom the City Manager has delegated scheduling authority.

Section 16.3 The work schedule for the Sergeants may consist of four (4) consecutive shifts of 8.5 hour days followed by two (2) consecutive days off, or five (5) consecutive shifts of 8 hour days followed by two (2) consecutive days off. Sergeants will be assigned work schedules based on assignment, and as determined by the Chief of Police.

Shifts will be bid and awarded by seniority to the extent feasible. The City retains the right to manage work schedules and make shift changes to cover emergencies, illness, injury, training, disciplinary moves, vacations, special events, special assignments, and any other assignment that is considered part of the daily business of the Police Department. The Chief of Police may change an employee's work schedule from a 4/2 to a 5/2 as described above, or from a 5/2 to a 4/2 as described above, upon thirty (30) days' notice to the employees.

Section 16.4 No employee shall work in excess of seventeen (17) hours within a twenty-four (24) hour period except under exigent circumstances. An employee having worked seventeen (17) hours within a twenty-four (24) hour period must be off duty for a minimum of seven (7) consecutive hours before being allowed to return to work.

Section 16.5 Overtime compensation shall be monetary compensation at the rate of one and one-half times the employee's regular hourly rate of pay that is in effect at the time overtime compensation is earned. Employees may elect to take all or any part of overtime hours in the form of compensatory time, in lieu of overtime pay. Compensatory time shall be compensated at the rate of one and one-half (1-1/2) hours off for each one (1) hour of overtime worked. Compensatory time may be earned by an employee, but only to a maximum of one hundred twenty (120) hours in a year, including a carry over of forty-five (45) hours. This will be considered refillable as employees go below the maximum amount of compensatory time. In the event an employee has a total of one hundred twenty (120) hours of compensatory time, then any earned overtime hours must be paid at the overtime rate. Amounts accumulated over the agreed-

upon carryover limit shall be paid to the employee in conjunction with the final paycheck of the current pay plan year. Employees may sell back their entire compensatory time balance to the City. When an employee desires to use compensatory time off that has accumulated, the employee must submit the request not later than twenty-four (24) hours before it will be used. The use of compensatory time shall be scheduled and granted, with the mutual consent of the employee and the Employer. Once compensatory time is approved it cannot be changed to any other form of off time without approval of the employee. The City, in its sole discretion, may schedule employees to take compensatory time upon twenty-four **(**24) hour notice. The City, in its sole discretion, may buy back employees' compensatory time. Compensatory time off will not be refused by the Employer solely because it causes overtime.

Section 16.6 There shall be no pyramiding of overtime.

Section 16.7 Upon request of an employee, and with the prior approval of the Employer, an employee may work a scheduled day off in exchange for an additional day off to be scheduled, without receiving any additional compensation.

Section 16.8 "Active pay status" includes all hours actually worked, vacation time, paid sick leave, injury leave, compensatory time, and excludes court time and call-out minimums.

Section 16.9 With the prior approval of the Employer, an employee may exchange days off or work shift assignments with another employee. Such exchanges shall not affect the active pay status of either employee; except that an employee who works an exchange and is required to work overtime shall receive the overtime compensation.

Section 16.10 A list shall be kept current, updated weekly, with the number of overtime hours worked and overtime refused by each employee. Overtime will be offered in order to the employee(s) with the fewest hours of running overtime until someone accepts the overtime. If no one volunteers for the whole shift, it will be offered as bookend overtime. Unless both bookends are filled by volunteers, the employee with the fewest hours will be ordered to work the entire shift. If overtime needs to be filled with twenty–four (24) hours or less notice a reasonable effort will be made to use the running overtime list. The running overtime list however may be disregarded in the event that overtime must be filled in less than twenty–four (24) hours.

Section 16.11 The Employer reserves the right to require any and/or all employees to work overtime when the operational needs of the department requires it.

ARTICLE 17
COURT TIME/CALL-IN TIME

Section 17.1 CALL-IN TIME. Any employee called into work at a time outside of the employee's regularly scheduled shift, which does not abut the employee's regularly scheduled shift, shall be paid the greater of the actual time worked or the minimum of three (3) hours, at the overtime rate.

Section 17.2 COURT TIME. Any employee required to appear in court outside of the employee's regularly scheduled shift, which does not abut the employee's regularly scheduled shift, shall be paid the greater of the actual time worked or the minimum of three (3) hours, at the overtime rate. Any employee required to appear in court on an off day(s) shall be paid the greater of the actual time worked or the minimum of four (4) hours, at the overtime rate. For purposes of this Section 17.2, the phrase "off-day(s)" will be defined as follows. "Off-day(s)" are those days starting after the completion of the last actual hour worked on a normal tour of duty when the employee is not scheduled to return to work within the next applicable twenty-four (24) hour period and ending when the employee returns to the employee's next scheduled duty.

If an employee previously has been granted vacation or compensatory time day(s) off before receiving notification that the employee is required to appear in court, then those vacation or compensatory time day(s) off also will be considered to be an "off-day" for purposes of this Section 17.2. Consequently, that employee shall be paid the greater of the actual time worked or the minimum of four (4) hours at the overtime rate.

If, on the other hand, an employee has received notification that the employee is required to appear in court before the requested vacation or compensatory time day(s) off have been granted, then those applicable vacation or compensatory time off day(s) will not be considered an "off-day" for purposes of this Section 17.2. Rather, on those applicable days the employee shall be paid the greater of the actual time worked or the minimum of three (3) hours, at the overtime rate.

ARTICLE 18
SPECIAL EVENTS

Section 18.1 For major special events identified as Taste of Blue Ash, Summerbration, and July 4th festivities, a schedule shall be prepared and posted to enable employees to sign-up for overtime work at their discretion based on rank seniority. The schedule will be posted twenty-eight (28) days prior to the event.

Section 18.2 If the event is not sufficiently staffed by the procedure in Section 18.1, the Employer will assign the overtime work starting with the least rank seniority employee and progressing to the most senior employee to the extent possible. However, reverse seniority order may not be followed when making overtime assignments which require the skills of a particular officer.

Section 18.3 Employees required to work overtime under this article will be given a minimum ten (10) days notice of the assignment. Unforeseen illnesses, injuries, and emergencies may require a schedule change and overtime assignment with less notice.

Section 18.4 This article shall not apply to emergencies, law enforcement operations, or incidental details relating to public safety activities.

Section 18.5 Any employee who volunteers to work or is required to work at the Taste of Blue Ash, Summerbration, and/or the July 4th festivities on the employee's off-duty day or off-duty

hours will be paid at the rate of two times the employee's then current regular hourly rate of pay for all actual hours worked at the Taste of Blue Ash, Summerbration, and/or the July 4th festivities.

ARTICLE 19
WAGES AND COMPENSATION

Section 19.1 Wage rates shall be increased zero (0) percent for fiscal year 2010 and shall be effective March 3, 2010. Wage rates shall be increased one and a half (1.5) percent for fiscal year 2011 and shall be effective March 3, 2011. Wage rates shall be increased two (2) percent for fiscal year 2012 and shall be effective March 3, 2012. In year one of the contract Sergeants get two (2) additional paid days off (personal leave) that must be taken in year one of the contract. These days do not carry forward and can not be sold to the City. These dates shall be subject to City Ordinance 133.12, attached.

WAGES 2010

Grade		Step A	Step B	Step C	Step D
24	A	$68,905.62	$72,229.92	$75,741.51	$79,393.56
	H	$33.13	$34.73	$36.41	$38.17

WAGES 2011

Grade		Step A	Step B	Step C	Step D
24	A	$69,939.20	$73,313.37	$76,877.63	$80,584.46
	H	$33.62	$35.25	$36.96	$38.74

WAGES 2012

Grade		Step A	Step B	Step C	Step D
24	A	$71,337.98	$74,779.64	$78,415.18	$82,196.15
	H	$34.30	$35.95	$37.70	$39.52

Section 19.2 The City Manager or designee shall be responsible for administering the pay plan for all positions. The City Manager shall be responsible for working out arrangements, which will assure the administration of the plan for all bargaining unit members on an equitable basis. Bargaining unit members will not be denied a pay step increase at its proper time without cause.

Section 19.3 To compensate for additional experience and the appurtenant improvement of skills, abilities, and knowledge, a percentage increase in pay by progression from step to step shall be effected upon satisfactory completion of the probationary period and annually thereafter until the employee reaches Step "D" of the pay grade for the classification to which the employee's position has been assigned.

Section 19.4 The Employer agrees to pick-up contributions to the Police and Fire Pension System paid on behalf of the employees in the bargaining unit utilizing the salary reduction method.

Section 19.5 For the duration of this three-year Agreement, City Ordinance Section 133.11(g) (attached to Ordinance No. 2004-54) shall govern a regular full-time bargaining unit employee's eligibility for applicable continued regular pay while on a military leave of absence.

ARTICLE 20
LONGEVITY

Section 20.1 All full-time employees appointed by the City Manager shall receive longevity pay computed at the rate of five dollars ($5.00) per month for each complete calendar month of continuous service (e.g., one hundred eighty dollars ($180) after thirty-six (36) complete calendar months from date hired, three hundred dollars ($300) after sixty (60) complete calendar months from date hired, three hundred and fifty dollars ($350) after seventy (70) complete calendar months from date hired) after thirty-six (36) complete calendar months of continuous service or after twelve (12) complete calendar months of service at Step D of the pay plan, payable in the first half of the month of December annually. Annual longevity pay is only paid to eligible employees who are on the City payroll through November 30.

Section 20.2 Individuals retiring within the period including June 30 through November 30 shall be eligible to receive a final longevity payment computed at the rate of five dollars ($5.00) per month for each complete calendar month of continuous service. Individuals retiring within the period including December 1 through June 29 shall not be eligible for a final longevity payment.

ARTICLE 21
INSURANCE

Section 21.1 The Employer will pay the same percentage of the applicable monthly cost for regular full-time bargaining unit employees that it pays for all non-union employees, to provide them with hospitalization, dental, optical and life (equivalent to annual base salary rounded to the next highest thousand for natural death or single dismemberment and twice the employee's annual base salary rounded to the next highest thousand for accidental death or double dismemberment) insurance. The employee's share of the premium will not exceed five (5) percent in the first year that employees make premium contributions, seven and a half (7.5) percent in the second year, and ten (10) percent in the third year. When employees begin to make premium contributions, the Employer will offer at least two insurance plans, one of which will be comparable to that provided by present coverage, except where any changes are caused by new laws, carrier-initiated action, or carrier-initiated provider changes. Also at such time, the Employer will offer an IRS 125 plan that allows employees to make premium contributions using pre-tax dollars, provided such a plan is allowed under applicable IRS regulations. The Employer reserves the right to select such insurance and to make any changes in coverage it deems appropriate.

The Employer will provide a thirty (30) day notice in the event of a change in carrier(s) and/or coverage. No notice shall be necessary where such changes are caused by new laws, carrier initiated action, or provider changes.

Section 21.2 The Employer shall maintain professional liability insurance coverage of bargaining unit employees, as determined by the City Manager or designee, for the life of this Agreement.

Section 21.3 The sole determination of the insurance carrier rests with the Employer. The City Manager reserves the right to change the insurance carrier, insurance coverage or obtain self-insured status.

Section 21.4 The City will pay two thousand dollars ($2,000.00) annually, paid on a monthly basis, for employees who opt out of medical insurance coverage. An employee choosing to opt out of medical insurance coverage provided by the Employer will be required to show evidence of other coverage.

Section 21.5 For the duration of this three-year Agreement, City Ordinance Section 133.11(g) (attached to Ordinance No.2004-54) shall govern a regular full-time bargaining unit employee's eligibility for applicable continued group insurance coverage's while on a military leave of absence.

ARTICLE 22
CLOTHING AND EQUIPMENT

Section 22.1 Any and all items of uniform apparel or equipment which are required of any member of the Blue Ash Department in the performance of the member's duty shall be provided, free of charge, by the City, except socks, underwear, and foundation garments.

Section 22.2 Damaged Personal Property
Any items of personal property, including but not limited to shoes, watches, eyeglasses, contact lenses, dentures or clothing, which are lost in the fresh pursuit or apprehension of a suspect, stolen, or damaged in the performance of official duties, shall be reimbursed to the affected sworn member of the Blue Ash Police Department at their current replacement cost, not to exceed one hundred fifty dollars ($150.00). There shall be no requirement that an employee received an injury to the employee's person in order to qualify under this section.

In the event that more than one item of personal property is lost, stolen or damaged in any one incident, then the one hundred fifty dollars ($150.00) limit shall apply to each individual item and not be considered as the total amount recoverable for all lost, stolen or damaged items.

In order to receive reimbursement for a covered item the officer must complete all reports required by the police administration to document the loss or damage of the item.

Exceptions: Personal pagers, cellular telephones, firearms, personal flashlights, and personal computers/media storage devices shall not be subject to reimbursement under this section unless such items have been specifically authorized in advance, and in writing, for use and reimbursement by the Chief of Police.

Section 22.3 During the first pay period of the calendar year, employees will receive a five hundred dollars ($500.00) stipend for uniform maintenance and care.

ARTICLE 23
TRAVEL AND TRAINING ALLOWANCES

Section 23.1 Any legitimate expense allowance authorized by ordinance or established City policy shall be in addition to regular salary and shall not be deducted from money salary payable.

Employees may be required to exchange off days to attend voluntary training.

Section 23.2 Employees required to use their own vehicle: (1) on official City business; or (2) for City-related travel, approved by the City Manager or designee, as being in the best interests of the City, shall be reimbursed at the then current I.R.S. mileage reimbursement allowance rate plus parking expenses incurred for which receipts are presented to the Treasurer.

Section 23.3 Employees who travel: (1) on official City business; or (2) for training or professional development purposes, approved by the City Manager or designee as being in the best interests of the City, shall be reimbursed for reasonable travel expenses, including air, rail or bus fares, parking, lodging and meals. The City Manager or designee may establish maximum reimbursable limits for travel expenses based on IRS guidelines. The City reserves the right to make adjustments to per diems for meals when one or more meal(s) are included in the cost of the training, or provided as part of the training at no cost to the employee.

Section 23.4 Registration fees for conferences, seminars or other such events deemed to be in the best interests of the City, when approved by the City Manager or designee, shall be paid for the employee either by direct payment, by advance or by reimbursement. If other financial aid is unavailable, and if approved by the City Manager or designee in advance, an employee may be reimbursed for tuition and book expenses incurred in taking and successfully completing (grade "C" or better in instances where grades "A" through "F" are attainable) college course work or other advanced training to upgrade said individual, the performance of the employee's job duties and the image of the municipal service.

ARTICLE 24
HOLIDAYS

Section 24.1 All employees covered by this Agreement shall receive regular holiday pay in the month of December in lieu of paid leaves of absences on holidays specifically named herein below; however, said employees required to work on any of said holidays shall be paid a rate of two times their regular rate of pay for all hours actually worked, and this shall be in addition to

regular holiday compensation: New Year's Day (January 1), Washington/Lincoln Day (third Monday in February), four hours for Good Friday, Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Veteran's Day (November 11), Thanksgiving (fourth Thursday in November), Day after Thanksgiving (fourth Friday in November), Christmas Eve (December 24), and Christmas (December 25*).*

Section 24.2 When any holiday falls on a Sunday, the Monday immediately following shall be observed. When any holiday falls on a Saturday, the Friday immediately preceding shall be so observed. This provision shall apply only to employees whose regularly scheduled off days are Saturday and Sunday.

ARTICLE 25
VACATION

Section 25.1 Vacation leave accrues at the rate of one (1) day per full month of work for employees having completed less than four (4) years of service; one and one forth (1-1/4) days per month for employees having completed four (4) years of service; one and one half (1-1/2) days per month for employees having completed eight (8) years of service; one and three fourth (1-3/4) days per month for employees having completed twelve (12) years of service; two (2) days per month for employees having completed sixteen (16) years of service; two and one fourth (2-1/4) days per month for employees having completed twenty (20) years of service; two and one half (2-1/2) days per month for employees having completed twenty-four (24) years of service; and two and three forth (2-3/4) days per month for employees having completed twenty-eight (28) years of service.

Section 25.2 Vacation shall be taken off with full pay during the year in which it is earned, unless the City Manager or designee deems it to be in the best interest of the municipal service to allow a portion of an employee's earned vacation leave to be carried over into the following year. If an employee accumulates vacation leave in excess of an amount which can be earned in a two (2) year period, the excess amount may be removed from the employee's accrual without pay. The employee shall receive a sixty (60) day notice prior to removal of excess leave.

Section 25.3 For employees hired prior to December 1, 1989, full-time employment in the service of another Ohio municipality, township, county, school district or the State of Ohio shall be counted for purposes of determining the number of days of vacation for which an employee is eligible. For employees hired on or after December 1, 1989, up to a total of twelve (12) years of full-time employment as a Police Officer in the service of another Ohio municipality, township, county, the State of Ohio or active duty service in any branch of the U.S. Armed Services shall be counted for purposes of determining the number of days of vacation for which an employee is eligible.

Section 25.4 Upon approval of the City Manager, employees who accrue vacation leave at the rate of one and three fourth (1-3/4) days per month or more, may "sell back" to the City up to a maximum of fourteen (14) vacation days annually.

The City retains the right to manage the schedule and determine the number of employees permitted to be off on leave, including vacation, at any one time. The City may deny vacation or leave time off to cover emergencies, illness, injuries, training, disciplinary moves, vacancies, special events, special assignments, compensatory time off, vacation time off, and any other assignment that is considered part of the daily business of the Police Department. The City may cancel vacation leave, compensatory leave or leave time off in the event of emergency.

ARTICLE 26
SICK LEAVE

Section 26.1 Sick leave with full pay may be granted to the extent earned and accumulated by an employee, provided that it is not abused. Credit for sick leave is earned at the rate of one and one fourth (1-1/4) days per calendar month of active pay status.

Section 26.2 At the time of initial employment, an employee may be credited with unused sick leave accumulated while in the employment of another Ohio municipality, township, county, school district or the State of Ohio, for which the employee had not been compensated.

Section 26.3 Upon resignation, in good standing from the Blue Ash municipal service, an employee shall receive (1) one hour of monetary compensation for each day of unused sick leave; the monetary compensation shall be at the hourly rate of compensation of the employee at the time of resignation if the employee is not given credit at the next place of employment.

Section 26.4 If upon retirement under the Ohio Police and Fire Pension Fund from the Blue Ash municipal service, an employee has less than twelve (12) years of full-time service with the City of Blue Ash, the employee shall receive two (2) hours of monetary compensation for each eight (8) hour day of unused sick leave. The monetary compensation shall be at the hourly rate of compensation of the employee at the time of retirement.

If upon retirement under the Ohio Police and Fire Pension Fund from the Blue Ash municipal service, an employee has at least twelve (12) years of full-time service with the City of Blue Ash, the employee shall receive three (3) hours of monetary compensation for each eight (8) hour day of unused sick leave with a maximum payout of one hundred and twenty (120) (eight hour) days. The monetary compensation shall be at the hourly rate of compensation of the employee at the time of retirement.

Section 26.5 For the duration of this Agreement, the applicable portions of City Ordinance Section 133.1 1(c) (attached to Ordinance No 2005-40) -- concerning an employee's use of accumulated sick leave shall govern a regular full-time bargaining unit employee's use of accumulated sick leave.

Section 26.6 Sick leave usage shall be charged in minimum units of one-half (1/2) hour for any hour or fraction of an hour taken by an employee.

Section 26.7 Members of the bargaining unit shall be eligible upon written request, and upon review of and written approval by the City Manager or designee, to knowingly and voluntarily

transfer annually up to eighty (80) hours of sick leave credit to another employee who has exhausted that employee's sick leave, vacation leave, and compensatory time as a result of serious illness or injury.

Employees who have a history of abusing sick leave and/or excessive sick leave usage may not be entitled to receive transferred sick leave.

Employees may not receive more than a total of one thousand three hundred and eighty-five (1385) hours transferred sick leave during their employment with the City.

Section 26.8 Members of the bargaining unit shall be entitled to physicals paid for and selected by the Employer under the following schedule:

Age	Schedule
Up to 29	Once every three (3) years
30 to 39	Once every two (2) years
40 and above	Each year

Section 26.9 Members of the bargaining unit recognize that they are expected to maintain a level of physical fitness and appearance to effectively perform their duties as a police officer. The Employer shall establish reasonable fitness standards based upon recognized health/fitness professional guidelines with which members of the bargaining unit shall comply. Failure to maintain these standards may result in progressive disciplinary action.

Section 26.10 In the event the City offers a fitness test, members of the bargaining unit may take the fitness test and will be compensated for such test as follows:

Red ribbon (no star)	$100.00 per test
Silver star	$200.00 per test
Gold star	$400.00 per test

Employees who are on duty during a scheduled fitness test will be released from duty to take the test without a reduction in pay. Employees who are off duty during a scheduled fitness test will not be compensated by the City for their time in taking the test.

Eligible employees will be paid (included in their payroll check) within thirty (30) calendar days (in the next applicable pay period) following the posting of the total test results.

Section 26.11 SPECIFIC GUIDELINES FOR ATTENDANCE

1. Good attendance, which is defined as minimal absenteeism and tardiness, is clearly tied to successfully meeting the City's job requirements. The nature of the Police Department makes steady attendance and punctuality at work important and an essential job duty. A great deal of effort is put forth by employees to attend work as scheduled and to be at work locations, ready to start work, when the workday and shift begins.

2. Attendance is measured in terms of "occurrences". The following definitions are applicable to this attendance policy.

   (a) *Absence* The failure to report for scheduled work.

   (b) *Tardiness* The late arrival for scheduled work at the designated start time.

   (c) *Occurrence* A single occurrence is:

      (1) An absence of up to three (3) consecutive scheduled workdays.
      or
      (2) Three (3) instances of tardiness.

   NOTE: An occurrence exists whether or not it has been excused. For example, an occurrence of absence exists even when an employee has presented a letter from a medical doctor verifying the illness or injury. An occurrence exists unless it is specifically excluded below.

3. Certain types of absence from scheduled work are excluded from this definition of occurrence:

   (a) Vacations

   (b) Holidays

   (c) Funeral Leave

   (d) Military leave

   (e) Jury or witness duty or appearing in court for a subpoena

   (f) Leave as covered by the Family and Medical Leave Act. Any period of continuous absence for the same health condition that continues after FMLA leave entitlement expires will be treated as a single occurrence

   (g) Union leave

   (h) Time off due to valid occupational injury or illness

   (i) Personal Care Leave

   (j) Compensatory time

4. Progressive discipline for violation of the attendance guidelines are:

3 Occurrences in 12 months	Verbal Reminder
4 Occurrences in 12 months	Documented Counseling
5 Occurrences in 12 months	1 day suspension
6 Occurrences in 12 months	10 day suspension
7 Occurrences in 12 months	30 day suspension
8 Occurrences in 12 months	Termination

A Verbal Reminder, Documented Counseling, and Suspension will be effective for twelve (12) months for purposes of moving to the next step in discipline. For example, if an employee receives a Documented Counseling, then the Documented Counseling is carried for twelve (12) months and the next occurrence will be a one (1) day suspension. If an employee receives a one (1) day suspension, then it is carried for twelve (12) months and the next occurrence is a ten (10) day suspension.

5. An employee that demonstrates a suspicious pattern of absences or a pattern of absences that takes advantage of the attendance policy may be subject to accelerated progressive discipline.

6. The City may require medical documentation to support an absence.

7. Upon implementation of the plan, employees will start with zero occurrences.

ARTICLE 27
MISCELLANEOUS LEAVES

Section 27.1 Leave for jury duty and related public service where such are in the best interests of both the public and the employee may be approved by the City Manager or designee with full pay, less any compensation that the employee receives for performance of such duty or service, provided the employee promptly returns to work when excused temporarily or permanently from the jury duty or public service.

Section 27.2 Reasonable leaves with pay may be authorized by the City Manager or designee for official meetings, training and professional development found to be in the best interest of the City.

Section 27.3 An employee's request for a military leave of absence (and the leave itself) shall be governed by the City's Ordinance Section 133.11(g) (attached to Ordinance No. 2004-54) for the duration of this three-year Agreement.

Section 27.4 The City's Family and Medical Leave Act policy is attached as "Exhibit A" to the end of this Agreement.

ARTICLE 28
INJURY LEAVE AND INJURED-ON-DUTY LEAVE

Section 28.1 Extended leave of absence for a period of time not exceeding one (1) year may be granted by the City Manager or designee in cases where an employee suffers an injury, temporary disability, extended illness or disease which makes it impossible, unfeasible, unsafe or otherwise inadvisable for the employee to perform the duties of the employee's job. Compensation during such extended leave shall be compensatory pay, holiday pay, vacation pay and sick pay. (In appropriate cases, the employee may receive workers' compensation from the State of Ohio.) When an employee's earned vacation, compensatory leave, and sick leave are exhausted, the City shall have no further obligation for compensation for the remaining duration of the leave. Earned vacation leave and sick leave shall be the amount of time earned or accumulated for said leaves prior to commencement of the extended leave of absence; additional credit for vacation leave and sick leave shall not be earned during an extended leave of absence. In order to receive compensation, the employee should provide a full report from the treating physician to the City Manager or designee on a monthly basis. After one (1) year of extended leave of absence, an employee shall return to work or be removed from the payroll entirely. The employee may return to work at the end of the one (1) year's extended leave or prior thereto only upon presenting written verification from a physician of the City's choice that the employee can perform the duties of his or her job without endangering the employee or the employee's fellow employees.

Section 28.2 Whereas, the City of Blue Ash wishes to provide supplemental benefits and does not wish to provide benefits in lieu of those provided by the Ohio Workers' Compensation Law;

Whereas, in recognition of the policy reflected in Sec. 4123.02 of the Ohio Revised Code and Ohio Attorney General's opinion 79-0 14;

The following policies shall govern injured-on-duty pay for police officers. The employee shall be a sworn officer who sustains an injury (which also shall include an "occupational disease" -- as determined by the Ohio Industrial Commission) received in the course of, and arising out of, the injured officer's employment and must meet one of the following criteria:

(A) Criteria for Injured-on-Duty Pay

(1) An officer sustains an injury (or "occupational disease") while in pursuit of an offender on foot or in a vehicle.

(2) An officer sustains an injury (or "occupational disease") as a result of an assault by any person while performing the duties of a sworn officer.

(3) An officer sustains an injury (or "occupational disease") while directing traffic, administering aid, investigating any vehicle accident or engaging in specialized training as directed by the Police Department.

(4) An officer sustains an injury (or "occupational disease") at any time while the

officer is responding to a call or detail, while taking care of the call or detail, and until the officer's return to normal service from the call or detail. A call or detail may be dispatched by the dispatcher or given to the officer by a citizen, but to be covered under this section the officer must have notified the dispatcher of the citizen's call for service and the service must be associated with law enforcement activities.

(5) An officer sustains an injury (or "occupational disease") due to the officer's involvement in a vehicular accident -- including bike patrol.

(6) If a police officer sustains an injury (or "occupational disease") in the line of duty in a manner other than described hereinabove (Subsections 1, 2 ,3 , 4, and 5*)* for which the officer believes that the officer is legitimately entitled to injured-on-duty pay, then that officer may present the facts and supporting documentation to the Police Chief. After the Police Chief reviews the matter, the police officer may then present it to the City Manager for further review. The City Manager shall determine whether or not this policy should be extended to cover, on an exceptional basis, the particular injury suffered by the officer. The decision of the City Manager shall be subject to the grievance and arbitration procedure.

Sworn officers shall not be entitled to Injured-on-Duty Pay for service connected injuries which are the result of negligence, recklessness, intentional self-infliction, or horseplay.

(B) Duties of Immediate Supervisor

(1) Arrange for prompt medical attention.

(2) Immediately prepare injury report form while the facts are clear and forward report to Police Chief.

(C) Injury-on-Duty Pay for Police Officers

(1) A full-time police officer disabled in the performance of the officer's duty while performing a duty as specified in Section A above shall, on approval of the City Manager, be entitled to the officer's ~~his~~ base salary for the period of such disability not to exceed three hundred and sixty-five (365) calendar days per approved injured-on-duty incident. The pay shall start immediately after the injured officer has been unable to perform any duties in the police service.

(2) The "three hundred and sixty-five (365) calendar days" period set forth above in section (C)(1) refers to the maximum amount of time that a full-time police officer may receive the officer's base salary per approved injured-on-duty incident. It normally contemplates a situation where an employee is off work for three hundred and sixty-five (365) consecutive calendar days. If, however, that employee is granted injured-on-duty pay, returns to work before the end of the three hundred and sixty-five (365) calendar day period (which starts on the first calendar day of the approved injured-on-duty incident) and then must return to injured-on-duty status (again within that same three hundred and sixty-five (365) calendar day period) solely due to the same medically documented disabling condition that initially entitled the employee to

injured-on-duty pay, then the employee shall continue to receive injured-on-duty pay, as set forth above, for that subsequent related absence. Any absences, allegedly due to that same medically documented disabling condition that initially entitled the employee to injured-on-duty pay, that begin more than three hundred and sixty-five (365) calendar days after the first calendar day of the initial injured-on-duty incident shall not be covered by injured-on-duty pay.

(3) The City shall consider the medical judgment of the employee's treating physician concerning the injured employee's (or one with an "occupational disease") ability to work either regular or special (as determined by the City) duties. The injured employee (or one with an "occupational disease") shall advise the treating physician to issue the City Manager or designee a written report fully describing the nature and extent of the employee's injury (or "occupational disease"), the effect of the injury (or "occupational disease") on the employee's ability to perform full or limited duties, and the anticipated time period for recovery from the injury (or "occupational disease"). The employee shall authorize the treating physician to release information to the City Manager or designee regarding the employee's injury (or "occupational disease") and the physician's examination and findings pursuant thereto, including answering pertinent questions of the City Manager or designee.

Section 28.3 If the City and the treating physician disagree concerning an injured-on-duty pay case, the City may send at no expense to the employee, the employee to a physician of the City's choice for an examination, evaluation and recommendation. Said physician acts as the City Physician. The medical decision rendered by the employee's treating physician shall govern an injured-on-duty pay determination unless:

a. The treating physician changes the diagnosis or prognosis after being contacted by the City or consulted by the City Physician;

b. The City physician offers a different diagnosis and/or prognosis than the treating physician.

Section 28.4 If the injured employee disagrees with the decision rendered in accordance with Section 28.3, the employee may request a third physician's opinion. The third physician shall be selected by the treating physician and the City Physician. The opinion of the third physician shall be binding on both the City and the employee. The cost of the third physician shall be shared equally by the employee and the City.

Section 28.5 Injured-on-duty pay is coded separately on the payroll attendance record by using the code IDP in the column marked "other". No time is deducted from employee's sick leave balance while the employee is receiving injured-on-duty pay. A police officer shall continue to receive vacation, holiday and sick leave credit during the injured-on-duty pay period. The injured officer (or one with an "occupational disease") shall be required to file an application for benefits from the Workers' Compensation Fund of the State of Ohio. The injured officer (or one with an "occupational disease") shall be required to assign any funds received as lost wages from Workers' Compensation while receiving injured-on-duty pay to the Treasurer of the City of Blue Ash.

ARTICLE 29
UNION LEAVE

Section 29.1 Employees who travel or attend FOP-sponsored training courses for professional development purposes may be reimbursed by the City in an amount to be determined by the City Manager or designee. Vacation Leave or compensatory time off to attend and reimbursement for FOP-sponsored activities must be approved by the City Manager or designee.

Section 29.2 Any bargaining unit members who are duly elected members of the FOP's negotiating committee (for bargaining with the City of Blue Ash) may be authorized, upon approval by the Chief of Police or designee (which shall not be unreasonably withheld) to use a maximum of three (3) work days of paid leave per calendar year to attend FOP training sessions concerning collective bargaining negotiations.

[NOTE: In other words, the negotiating committee, as a whole, has three work days — maximum —to use for the above-referenced reason. If member A uses three (3) work days to attend an FOP training seminar, then the other members have no work days left to attend another training session(s).]

Section 29.3 The FOP may utilize the aforementioned provisions by having the FOP representative in the bargaining unit notify the Chief of Police of the need for such leave, as soon as possible, but not less than ten (10) calendar days prior to the commencement of said leave, and provided that no more than one (1) bargaining unit member(s) be on leave at any given time.

ARTICLE 30
USE OF FORCE INCIDENTS

Section 30.1 Any employee involved in a use of force incident shall be permitted to consult with an attorney, or other person of the employee's choosing, prior to a potentially self-incriminating interview by members of the Blue Ash Police Department or by representatives of the City. However, the employee may be required to give a statement outlining the factual aspects of the incident to a supervisor or investigator for the purpose of conducting an initial departmental investigation of the incident. The Employer may require this statement prior to the employee's consultation with an attorney or other person chosen by the employee.

ARTICLE 31
WEAPON & BADGE AT RETIREMENT

Section 31.1 Upon retirement under the Ohio Police and Fire Pension Fund, bargaining unit members may purchase their service weapon and badge at a cost of one dollar ($1.00).

ARTICLE 32
SEVERANCE PAY

Section 32.1 An employee who leaves the employ of the Employer in good standing shall receive pay for all hours worked but unpaid, all hours credited but unpaid, and earned but unused vacation leave, and a pro rata share of the employee's longevity entitlement. An employee who leaves in good standing or retires shall be entitled to sick leave conversion subject to the terms of the Agreement. If an employee is terminated, the employee shall not be entitled to sick leave conversion.

Section 32.2 All severance pay shall be paid at the employee's present rate of pay.

Section 32.3 In the event of death of an employee, any severance pay to which the employee would have been entitled shall be paid directly to the designated beneficiary, or to the employee's estate, if no beneficiary is named.

ARTICLE 33
LABOR MANAGEMENT MEETINGS

Section 33.1 In the interest of sound labor/management relations, the Employer and/or the FOP, by and through not more than two (2) bargaining unit representatives, may request, in writing, a meeting to be held during the first month of each quarter on a mutually agreeable day and time, to discuss pending problems and to promote a more harmonious labor/management relationship. FOP representative(s) attending such meetings shall not, if the meetings are held during their normal duty hours, suffer any loss of pay for time spent in such meetings. FOP representative(s) attending such meetings who are off duty shall not be compensated by the City for attending such meetings.

Section 33.2 The party requesting the meeting shall furnish an agenda at least five (5) working days in advance of the scheduled meetings with a list of the matters to be discussed during the meeting, and the names of those FOP representatives who will be attending. The purpose of such meeting shall be to:

a. Discuss the administration of this Agreement.

b. Notify the FOP of changes made by the Employer which affect bargaining unit members of the FOP.

c. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.

d. Disseminate general information of interest to the parties.

e. Discuss ways to increase productivity and improve efficiency.

f. Consider and discuss health and safety matters relating to employees.

g. Provide an opportunity to the FOP to share the views of its membership and/or make suggestions on subjects of interest to its members.

Section 33.3 It is further agreed that if such a labor/management meeting has been requested and is mutually agreed upon, it shall be convened as soon as feasible.

ARTICLE 34
GENERAL CONDITIONS

Section 34.1 This written Agreement constitutes the entire Agreement between the Employer and the FOP and supersedes any and all prior Agreements, whether written or oral, or expressed or implied, between or concerning the employees and the Employer. Except as set forth in Article 35, Severability, any amendment, modifications, or additions to this Agreement must be reduced to writing and duly signed by the parties to be effective.

Section 34.2 Each party hereto unequivocally waives any right to bargain further, as well as any obligation of the other party to bargain further, concerning any subject which is referred to or covered in this Agreement or with respect to any subject or matter that was or could have been proposed and/or discussed in the negotiations resulting in the execution of this Agreement.

ARTICLE 35
SEVERABILITY

Section 35.1 This Agreement supersedes and replaces all pertinent statutes, rules, and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable City ordinance, local or state law shall prevail. Should any article, section or portion of this Agreement be held unlawful and unenforceable by any court, legislative or administrative tribunal of competent jurisdiction, then such decision or legislation shall apply only to that specific article, section or portion of the Agreement. The parties agree that should any provision of this Agreement be found invalid, they will schedule a meeting within thirty (30) calendar days at a mutually agreeable time to negotiate alternative language. The remainder of the Agreement shall remain in full force and effect.

ARTICLE 36
DURATION

Section 36.1 This Agreement shall be effective March 3, 2010, and shall remain in full force and effect through March 2, 2013. Either party may give written notice of intent to modify or amend this Agreement no earlier than ninety (90) and no later than sixty (60) days prior to March 2, 2013. Such notice shall be hand-delivered or sent certified mail (return receipt requested) to either the City Manager or a designated member of the bargaining unit.

Section 36.2 All sections of this Agreement shall remain in force and effect until a new Agreement is reached.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 23rd day of September, 2010.

CITY OF BLUE ASH, OHIO

_____

CITY MANAGER

APPROVED AS TO FORM:

_____

MARK A. VANDERLAAN
CITY SOLICITOR

FRATERNAL ORDER OF POLICE
LABOR COUNCIL, INC

_____

REPRESENTATIVE

_____

EMPLOYEE REPRESENTATIVE

_____

EMPLOYEE REPRESENTATIVE