ORDINANCE NO. 2015-2

AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR COLLECTIVE BARGAINING AGREEMENT WITH THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC. (DISPATCHERS BARGAINING UNIT); AMENDING SEC. 131.07-2(g) OF CHAPTER 131 OF THE BLUE ASH CODE OF ORDINANCES; AMENDING SEC. 133.18-2(g) OF CHAPTER 133 OF THE BLUE ASH CODE OF ORDINANCES; 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 a multi-year collective bargaining agreement with the Fraternal Order of Police, Ohio Labor Council, Inc. (Dispatchers Bargaining Unit) in accordance with the form attached hereto.

SECTION II.

Section 131.07-2(g) of Chapter 131 of the Blue Ash Code of Ordinances be, and hereby are, amended and re-enacted to read as set forth in the attachments hereto. Amended Sec. 131.07- 2(g) shall be effective retroactive to December 20, 2014.

SECTION III.

Sec. 133.18-2(g) of Chapter 133 of the Blue Ash Code of Ordinances be, and hereby is, amended and re-enacted to read as set forth in the attachment hereto. Amended Sec. 133.18-2(g) shall be effective retroactive to December 20, 2014.

SECTION IV.

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

SECTION V.

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 immediate 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 22nd day of January, 2015.

_____
Lee Czerwonka, Mayor

_____
Jamie K. Eifert, Clerk of Council

APPROVED AS TO FORM:

_____
Bryan E. Pacheco, Solicitor

ORDINANCE NO. 2015 - 2

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF BLUE ASH

BLUE ASH
ASPIRE. ACHIEVE. ADVANCE.

AND

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

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ARTICLE 1
PREAMBLE

Section 1.1 This Agreement is made and entered into this ~~26~~ 22nd day of January, ~~2012~~ 2015 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 Thereby recognized 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 Dispatcher classifications within the Police Department of the City of Blue Ash as certified by the State Labor Relations Board in Case Number 05-REP-06-0085 dated October 6, 2005.

Section 2.2 All management level employees including Police Chief, police officers, confidential employees, professional employees, seasonal and casual employees, all 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 his designee. Upon arrival, the FOP representative shall identify himself to the City Manager or his 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, City Manager, or Assistant City Manager.

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 his 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 its agents and employees 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 sixty (60) days of employment 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 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 not covered by this Agreement. 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. The City reserves the right to determine the level of discipline based upon the facts and circumstances of each incident:

a. Documented oral reprimand;
b. Written reprimand;
c. At the option of the Police Chief, with concurrence of the employee, loss of vacation leave ~~or compensatory time,~~ not to exceed twenty-five and one-half hours;
d. Suspension without pay
e. Change in classification;
f. 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 discipline up to and including 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 48 hours of the employee's receipt of written notice of recommended disciplinary action. The City Manager or designee shall meet with the employee, and any other employee or individual deemed necessary, 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 In the event the Chief of Police orders an internal investigation, the employee who

is the subject of the investigation will be notified, prior to being interviewed, of their right to FOP/OLC representation, the basic facts of the incident known at the time, and the potential that discipline may result.

Section 9.3 Anytime the Employer or designee determines that an employee may be disciplined for cause (including only suspensions without pay for more than three 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 9.4 The employee may be represented at the predisciplinary conference by a FOP/OLC representative. The employee and the Employer shall provide a list of witnesses to each other as far in advance as possible, but not later than twenty-four (24) 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 one FOP Representative at this conference. If the FOP Representative is on duty he will be released from duty to attend. If the representative is off duty he will not be compensated by the City.

Section 9.5 The employee or his 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 9.6 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:

a) Failure to respond or respond truthfully to any questioning may result in disciplinary action;

b) 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;

c) The charged employee shall be apprised of their right to representation. Upon mutual agreement, the parties may extend the time for holding the hearing;

d) 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;

e) The charged employee may, in writing, waive the predisciplinary conference and/or submit a written statement on their own behalf.

Section 9.7 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 FOP/OLC representation or to have no representation.

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.

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.

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, the Employer, 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 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 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 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 representative. Once the grievance has been reduced to writing, no material change may be made in the subject matter of the grievance.

Step 2. If the grievance is not resolved in Step 1, the employee and 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.

Step 3. If the grievance is not resolved in Step 2, the employee and 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 (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 disciplinary action more severe than a written reprimand or a contract issue, the employee and representative within fourteen (14) calendar days from receipt of the City Manager's decision regarding the grievance may file, with the FOP's approval, a notification of 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 American Arbitration Association.

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. An off duty representative 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 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 his 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 the 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 or compensatory time 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 new employee shall be required to serve a probationary period of twelve (12) months. A newly hired probationary employee may be terminated at any time during his probationary period and shall have no right of appeal under this Agreement. Upon satisfactory completion of the probationary period, an employee shall be given regular full-time status.

Section 11.2 Employees placed in a different classification within the bargaining unit shall be required to serve a probationary period of up to twelve (12) months with quarterly evaluations during this probationary period. If an employee's performance is unsatisfactory, the employee shall be returned to their former position without prejudice.

ARTICLE 12
PERSONNEL FILES

Section 12.1 Each employee may inspect their 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 their 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 their choice to attend 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 in the classification of Dispatcher. 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 Layoffs in the Dispatcher classification shall be in the inverse order of seniority, with the least senior Dispatcher being laid off first.

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 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 14.4 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 14.5 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 forty (40) hours in a one (1) 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 may at his/her discretion delegate this authority to supervisory personnel. **The City does not guarantee a minimum number of hours.** 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 and 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 No employee shall work in excess of seventeen (17) hours within a twenty-four (24) hour period except under exigent circumstances and during special events. 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 16.4 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 and twenty ~~sixty (160)~~ 120 total hours ~~in a year (two hundred hours (200) with the carry over).~~ In the event an employee earns a total of one hundred and ~~sixty~~ twenty hours (~~160~~ 120) of compensatory time, then any future overtime hours must be compensated with overtime pay. Employees may carry over ~~forty (40)~~ eighty-five (85) hours to the next pay plan year. Amounts accumulated over the agreed-upon carryover limit shall be paid to the employee in ~~conjunction with the final paycheck~~ the first month of the ~~current~~ following 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)~~ seventy-two (72) hours before it will be used, unless the Chief of Police or designee waives this requirement. The use of compensatory time off shall be scheduled and granted, at a time mutually agreed to between the employee and Employer. If the employee and the Employer do not mutually agree to the time for the employee to use compensatory leave time, the employee may elect to receive pay for the hours requested, or the employee may withdraw the compensatory leave time request. If the employee elects to receive pay for the hours requested the pay will be at the employee's regular rate of pay and will be paid in the current pay period.

Section 16.5 There shall be no pyramiding of overtime.

Section 16.6 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 16.7 "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 16.8 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 16.9 The Employer reserves the right to require any and/or all employees to work overtime when the operational needs of the department requires it.

Section 16.10 Nothing in this article requires the City to offer overtime to bargaining unit employees. In the event the City decides to offer overtime opportunities, it will attempt to distribute overtime opportunities as follows:

A. A list shall be kept current, posted, and updated ~~at the end of every pay period~~ weekly with the number of overtime hours worked and overtime hours refused by each employee.

B. Holiday overtime will not be added to the running overtime total.

C. The City will offer overtime first to the employee with the fewest hours of running overtime. If an entire shift of overtime is offered, the employee may accept the entire shift or may accept the first half of the shift or the second half of the shift. Overtime offers of less than an entire shift must be accepted or declined in its entirety. If the employee does not accept the overtime the City will offer the overtime by moving through the list of employees, beginning with the employee with the fewest hours of running overtime, until someone accepts the overtime.

D. If no one accepts the first one half of the overtime shift the employee with the least seniority on the shift proceeding the overtime need may be forced to work the first one half of the unfilled overtime shift. If no one accepts the second half of the overtime shift, the employee with the least seniority on the shift succeeding the overtime need may be forced to work the second one half of the unfilled shift.

   Employees will not be scheduled to work book ends on both the beginning and end of their shift absent exigent circumstances. In this event employees may be required to work an off day.

E. Employees will be charged with overtime when it is offered for the purposes of calculating the running overtime total regardless of whether it is accepted or refused. Employees who are offered a full shift of overtime but accept only the first or second half of the shift, will be charged for the half of the shift accepted and the half of the shift refused. Employees will not be charged with refused overtime that is offered with twenty-four (24) hours or less notice.

F. If an employee is not offered overtime in error, that employee will be offered the next available overtime opportunity after the error is discovered. If the employee refuses this overtime it will not be charged as a refusal.

G. If overtime needs to be filled with twenty-four (24) hours notice or less a reasonable effort shall be made to use the running overtime list. The running overtime list may be disregarded if an overtime assignment requires the skills of a particular employee, or if the assignment is less than a full shift. The list may also be disregarded in the case of emergency or if the assignment creates a safety issue as determined by the City.

ARTICLE 17
COURT TIME/CALL-IN TIME

Section 17.1. Any employee called into work or court at a time outside of the regularly scheduled shift, which does not abut the regularly scheduled shift, 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 with preference of assignments based on classification 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 senior 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 Dispatcher.

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, or is assigned station duties during, the Taste of Blue Ash, ~~Summerbration~~, and/or the July 4th festivities on his/her 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 Effective ~~December 24, 2011~~ December 20, 2014 the rates of pay of Dispatchers will be increased two (2%) percent. The rates of pay will be increased by one and a half (1.5%) percent the second year of the contract, and shall become effective December 19, 2015. The rates of pay will be one and a half (1.5%) percent the third year of the contract, and shall become

effective December 17, 2016. The wages rates and classifications are subject to the City's pay plan. ~~In year one of the contract (FY2012) employees will receive two (2) additional paid days (17 hours) 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.~~

2015 WAGE AND SALARY SCHEDULE							
Grade		**Step A**	**Step B**	**Step C**	**Step D**	**Step E**	**Step F**
16 II	H	$18.53	$24.13	$24.70	$25.31	$25.94	$26.59
17II	H	$24.13	$24.84	$25.55	$26.32	$27.11	$27.93

2016 WAGE AND SALARY SCHEDULE							
Grade		**Step A**	**Step B**	**Step C**	**Step D**	**Step E**	**Step F**
16 II	H	$18.81	$24.49	$25.07	$25.69	$26.33	$26.99
17II	H	$24.49	$25.21	$25.93	$26.71	$27.52	$28.35

2017 WAGE AND SALARY SCHEDULE							
Grade		**Step A**	**Step B**	**Step C**	**Step D**	**Step E**	**Step F**
16 II	H	$19.09	$24.86	$25.45	$26.08	$26.72	$27.39
17II	H	$24.86	$25.59	$26.32	$27.11	$27.93	$28.78

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 Employees in the Dispatcher I Classification hired after February 1, 2006 are eligible for the step increases from Step A to Step B after completing two (2) years of service in the classification. 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 F of the pay grade for Dispatcher I. One year after reaching Step F of the Dispatcher I classification, employees will progress to Step F of the Dispatcher II classification.

Section 19.4 If a new employee has related work experience and more than the minimum qualifications for the classification of the assigned position, the employee may be hired above the minimum rate of pay and may be paid at an appropriate step within the range for the grade to which position the new employee is assigned.

Section 19.5 The Employer agrees to pick-up contributions to the Public Employee Retirement System paid on behalf of the employees in the bargaining unit utilizing the salary reduction method. The pick-up shall become effective immediately following receipt of approval from the Internal Revenue Service.

Section 19.6 Any bargaining unit member who has been selected to serve as a Communication Training Officer (CTO) shall receive a pay adjustment of six percent (6.0%) to the base regular rate of pay for all actual hours worked solely while in that CTO status.

Section 19.7 ~~For the duration of this three-year Agreement~~, City Ordinance ~~Section 133.11(g) (attached to Ordinance No. 2008-79)~~ 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., $180 after 36 complete calendar months from date hired, $300 after 60 complete calendar months from date hired, $350 after 70 complete calendar months from date hired) after 36 complete calendar months of continuous service or after 12 complete calendar months of service at Step F 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. Longevity will be calculated in the employee's base rate pursuant to FLSA regulations.

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. 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 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. 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.

Section 21.2 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 21.3 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 21.4 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. The Employer will provide a 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. The Employer agrees that there will be no increases in premiums or deductibles during the term of a plan.

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 his or her duty shall be provided, free of charge, by the City, except socks, shoes, underwear, foundation garments, and gloves.

Section 22.2 During the first pay period of the calendar year, employees will receive a $350.00 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.

Section 23.2 Employees may be required to exchange off days to attend voluntary training. Employees may be required to exchange off days to attend mandatory training with five days or greater notice.

Section 23.3 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 23.4 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 current 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 23.5 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 their 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), President's Day (third Monday in February), four (4) 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 fourth (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 fourths (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; and two and one fourth (2-1/4) days per month for employees having completed twenty (20) 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 Dispatcher 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 will continue to administer vacation pay and vacation pay outs consistent with current practice.

Section 25.5 The City retains the right to manage the schedule and determine the number of employees permitted to be off on leave, including vacation leave 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.

ARTICLE 26
SICK LEAVE

Section 26.1 Sick leaves 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 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 employee is not given credit at their next place of employment.

Section 26.4 If upon retirement under the Ohio Public Employees Retirement System 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 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 Public Employees Retirement System 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 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. 2007-20)~~ 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 their 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 1385 hours transferred sick leave during their employment with the City.

~~Section 26.8 An employee who does not use any of their sick leave in any period consisting of six (6) consecutive months shall be granted one day of extra time off (personal day) for each six month period. Each six month period begins with the first day following the last incident of sick leave usage and ends one-hundred and eighty two (182) calendar days later. Any time an employee has two (2) consecutive qualifying periods of no sick leave use that employee will earn one (1) additional personal day. Personal days must be used within one (1) year of the date of earning. Personal days will be taken on days mutually agreed to by the employee and the City. The employee and City agree that a personal day will not be approved if overtime is required to fill the leave request. Personal days not used in a one-year period after they are earned will be forfeited. Personal day cannot be converted to pay.~~

~~When sick leave is approved for funeral leave as provided in 133.11(c)(2) or hospitalization of family members as provided in 133.11 (c)(3) or when the employee is admitted to a hospital as the result of an injury, such absences shall not constitute a disruption of the employee's ability to earn a personal day as provided in this Section.~~

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. 2008-79) for the duration of this three-year Agreement~~.

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

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 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 the job.

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 dispatchers. The employee shall be a sworn dispatcher 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 dispatcher's employment and must meet one of the following criteria:

(A) Criteria for Injured-on-Duty Pay

(1) A dispatcher sustains an injury (or "occupational disease") as a result of an assault by any person while performing their duties.

(2) A dispatcher sustains an injury (or "occupational disease") while administering aid or engaging in specialized training as directed by the Police Department.

(3) A dispatcher sustains an injury (or "occupational disease") at any time while they are responding to a call or detail, while taking care of the call or detail, and until their return to normal service from the call or detail, but to be covered under this section the service must be associated with law enforcement activities.

(4) A dispatcher sustains an injury (or "occupational disease") due to their involvement in a vehicular accident while on duty.

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

Sworn dispatchers 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 Dispatchers

(1) A full-time dispatcher disabled in the performance of duty while performing a duty as specified in Section A above shall, on approval of the City Manager, be entitled to his/her 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 dispatcher 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 dispatcher may receive their 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 his 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 the employee's sick leave balance while the employee is receiving injured-on-duty pay. A dispatcher shall continue to receive vacation, holiday and sick leave credit during the injured-on-duty pay period. The injured dispatcher (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 dispatcher (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.

Section 28.6 If, upon the expiration of an employee's approved IOD leave, an employee does not return to work, is unable to return to work, or is unable to perform the essential functions of the position, the employee may be terminated. If during the pendency of an IOD leave it is determined (using the physician option procedure outlined in 28.3 and 28.4) that an employee will not be able to return to work after the IOD leave expires, the City may terminate the employment of the employee.

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 4 work days of paid leave per calendar year to attend FOP training sessions concerning collective bargaining negotiations. The union leave shall only be used on regularly scheduled work days.

[NOTE: In other words, the negotiating committee, as a whole, has four (4) work days — maximum — to use for the above-referenced reason. If member A uses two (2) work days to attend an FOP training seminar, then the other members only have two (2) 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 a FOP/OLC representative, 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 a FOP/OLC representative.

ARTICLE 31
BADGE AT RETIREMENT

Section 31.1 Upon retirement under the Ohio Public Employees Retirement System, bargaining unit members may purchase their 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 their 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, they 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. Either party may have one (1) representative attend such meeting who is not a city employee.

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 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 ~~December 24, 2011~~ December 20, 2014 and shall remain in full force and effect through ~~December 19, 2014~~ December 15, 2017. Either party may give written notice of intent to modify or amend this Agreement no earlier than 90 and no later than 60 days prior ~~to December 19, 2014~~ December 15, 2017. 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.

TENTATIVELY AGREED TO:

FOR CITY OF BLUE ASH, OHIO

_____

City Manager

_____

Treasurer/Administrative Services Director

_____

Human Resources Officer

Date Accepted_____

FOR FRATERNAL ORDER OF POLICE

OHIO LABOR COUNCIL, INC

_____

_____

_____

Date Accepted_____

APPROVED AS TO FORM:

_____

Bryan E. Pacheco, Solicitor