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ORDINANCE NO. 2014-7

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF BLUE ASH

AND

THE BLUE ASH PATROL OFFICERS
BENEVOLENT ASSOCIATION

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ARTICLE 1
PREAMBLE

Section 1.1 This Agreement is made and entered into this 21st day of December, 2013 by and between the City of Blue Ash, Ohio, hereinafter referred to as the "Employer" or the "City", and the Blue Ash Patrol Officers Benevolent Association, hereinafter referred to as the "BAPOBA", 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 BAPOBA, during the entire term of this Agreement, as the collective bargaining agent with respect to wages, hours, terms and other conditions of employment for the Patrol Officer classification within the Police Department of the City of Blue Ash as certified by the State Employment Relations Board in Case Number 07-REP-04-0062, dated July 26, 2007.

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

ARTICLE 3
BAPOBA REPRESENTATION

Section 3.1 Non-employee representative(s) of the BAPOBA 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 BAPOBA representative shall identify himself to the City Manager or his designee.

Section 3.2 The Employer shall recognize three (3) employees, designated by the employees of the certified bargaining unit and approved by the BAPOBA, to act as BAPOBA representatives for the purposes of representation as outlined under this Agreement.

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

Section 3.4

Rules governing the activity of BAPOBA representatives are as follows:

(a) The BAPOBA agrees that no official of the BAPOBA, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The BAPOBA further agrees not to conduct BAPOBA 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 BAPOBA 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 BAPOBA employee official shall cease unauthorized activities immediately upon the request of the Police Chief, City Manager, or Assistant City Manager.

Section 3.5 An BAPOBA employee representative who is on duty during, and participates at, a scheduled meeting between the Employer and the BAPOBA 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 BAPOBA employee representative who is off duty during, and participates at, a scheduled meeting between the Employer and the BAPOBA to negotiate a new collective bargaining agreement shall receive no compensation for the off-duty hours spent at that meeting. Where a third shift BAPOBA representative's absence on his or her regularly scheduled shift will not cause overtime, the Employer shall allow the representative to flex the start and end time of his or her regularly scheduled shift to cover the negotiation period occurring the day before and/or after the employee's regularly scheduled shift.

ARTICLE 4
DUES DEDUCTION

Section 4.1 The Employer agrees to deduct regular BAPOBA dues and fees at such intervals as the BAPOBA 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 BAPOBA's designated financial officer, together with an itemized list of the members for whom dues deductions were made.

Section 4.2 The BAPOBA 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 BAPOBA 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 BAPOBA 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 BAPOBA in negotiating and administering this Agreement and of settling grievances and disputes arising under this Agreement; and (2) the BAPOBA'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 BAPOBA 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 BAPOBA objects to the propriety of the BAPOBA'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 BAPOBA'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 BAPOBA 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 BAPOBA, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the BAPOBA.

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 BAPOBA 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 BAPOBA 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 BAPOBA 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 BAPOBA 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; 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 BAPOBA 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 or 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 hundred and eighty days;
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, as outlined in the department policy negotiated January 31, 2008.

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 his 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, 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 BAPOBA representative at the meeting. Nothing in this section prevents the Chief of Police from suspending an employee with pay pending the pre-

disciplinary conference.

Section 9.2 Anytime the Employer or his 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 his 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 he is originally notified in writing that disciplinary action is being recommended for the alleged improper conduct.

Section 9.3 The employee may be represented at the predisciplinary conference by any person he chooses. 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.

Section 9.4 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 BAPOBA, 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 BAPOBA shall not be compensated by the City. Any member who is off duty and called as a witness by the City, and, the employee facing the discipline, shall be compensated based on minimum call in overtime pay or straight overtime pay as applicable. If the employee who is the subject of the predisciplinary conference is on duty he/she shall be released from duty to attend the conference.

Section 9.5 The employee may elect to have one BAPOBA Representative at this conference. If the BAPOBA Representative is on duty he will be released from duty to attend. If the Representative is off duty he/she will not be compensated by the City.

Section 9.6 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 9.7 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 his right to representation and the right to postpone the hearing for no more than seventy-two (72) hours beyond the originally scheduled time. The parties may postpone the hearing by mutual agreement.

4. The charged employee shall be apprised by the Police Chief as to whether or not he

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 his behalf.

Section 9.8 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.

Section 9.9 The Chief of Police or his designee shall notify an employee that he or she is the subject of an administrative, non-criminal, Internal Investigation within two (2) business days of the Chief of Police's decision to initiate said Internal Investigation.

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 to be represented by a representative of his 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. Description of incident giving rise to the grievance;
g. Articles and sections of Agreement violated;
h. Desired remedy to resolve grievance.
i. Signature of a BAPOBA Representative indicating knowledge of the grievance by the BAPOBA.

Section 10.4 Prior to arbitration, the BAPOBA shall have the final authority in respect to any aggrieved member to decline to process further a grievance, if in the judgment of the BAPOBA, 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 BAPOBA. No provision in the agreement shall be interpreted to require the BAPOBA to represent a member in any stage of the grievance procedure if it considers the grievance to be without merit.

Section 10.5 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 BAPOBA 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 BAPOBA, 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 10.6 All grievances shall be settled in the following manner:

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

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

Step 3. If the grievance is not resolved in Step 2, the employee or his representative shall present the written grievance to the City Manager or his designee within seven (7) calendar days from the response to the grievance from the Chief of Police. The City Manager or his designee shall render a written decision within fourteen (14) calendar days of his receipt of the grievance form. The City Manager's (or his 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 4A. If the grievance is not resolved in Step 3 and involves disciplinary action more severe than a written reprimand the employee or his representative within fourteen (14) calendar days from receipt of the City Manager's decision regarding the grievance may file, with the BAPOBA's approval, a request for arbitration. Within ten (10) calendar days of a request for arbitration, an BAPOBA representative and the City Manager or his designee shall attempt to mutually agree to an arbitrator. If the City and the BAPOBA 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. The parties may mutually agree to use Federal Mediation and Conciliation Service (FMCS) or any other service as an alternative.

Step 4B. If the grievance is not resolved in Step 3 and involves a contract grievance issue which does not concern disciplinary action, the employee or his representative within fourteen (14) calendar days from receipt of the City Manager's response to the grievance may file, with the BAPOBA's approval, a request for arbitration. Within ten (10) calendar days of a request for arbitration, an BAPOBA representative and the City Manager or his designee shall attempt to mutually agree to an arbitrator. If the City and the BAPOBA 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. The parties may mutually agree to use Federal Mediation and Conciliation Service (FMCS) or any other service as an alternative.

Section 10.7 Unless otherwise agreed to by the City and the BAPOBA, the Arbitrator shall render his 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. Issues of arbitrability shall be raised by the third step response and shall be decided by the Arbitrator.

Section 10.8 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 BAPOBA. 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 10.9 Grievances may be initiated, within the prescribed time limits of Section 10.6, Step 1, at the step which corresponds to the level of supervision where the alleged violation of the contract occurred.

Section 10.10 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 10.11 The BAPOBA 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 BAPOBA as a labor organization and not to individual employees. Such grievances shall be initially filed within the time limits of Section 10.6, Step 1, but will be filed directly with the City Manager.

Section 10.12 The City, through its City Manager or his designee, may file grievances claiming violations of the Agreement by the BAPOBA as a labor organization. Such grievances shall be initially filed within the time limits of Section 10.6, Step 1, but will be filed directly with the chief employee representative of BAPOBA.

Section 10.13 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 BAPOBA 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 BAPOBA, or is subpoenaed to attend a hearing at the request of the BAPOBA, shall not be compensated by the City. Any member who is off duty and is called as a witness by the City shall be compensated based on minimum call in overtime or straight overtime pay as applicable.

Section 10.14 Only one BAPOBA Representative may attend hearings resulting from the filing of a grievance, while on duty. If the BAPOBA Representative is on duty he will be released from duty to attend. If any Representative is off duty, he will not be compensated by the City.

Section 10.15 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 be compensated by the City based on minimum call in overtime pay or straight overtime pay as applicable.

Section 10.16 Nothing in this Section prevents either party from seeking enforcement of any arbitration decision in a court of competent jurisdiction.

Section 10.17 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 his designee.

Section 10.18 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, which may be extended in the sole discretion of the Chief of Police for new employees who have not been certified, for the period of time such employee spends in the Police Academy. 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.

ARTICLE 12
PERSONNEL FILES

Section 12.1 Each employee may inspect his 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 his 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 accompany him 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 his file within twenty-eight (28) calendar days of becoming aware of the placement of the document in his 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 or suspensions 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.

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. 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 BAPOBA, agrees to discuss with BAPOBA representatives the impact of the layoff on bargaining unit employees.

Section 14.3 Layoffs in the Patrol Officer classification shall be in the inverse order of seniority, with the least senior Patrol Officer being laid off first.

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 his 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 BAPOBA, 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 his 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 BAPOBA 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 BAPOBA, 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 BAPOBA 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 BAPOBA 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 BAPOBA and the employees under this Article.

Section 15.6 Nothing in this Article shall be construed to limit or abridge the BAPOBA'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 – six (86) hours in a two (2) week period, beginning with the start of the first shift, watch or relief on Saturday and ending with the conclusion of the second Friday following the Saturday beginning the work period. For employees whose routine does not include rotating shifts, watches, or reliefs and weekend duty, the standard work period begins at 12 am. and concludes at 12 am. on the second Saturday following the one on which it began.

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 discretion delegate this authority to supervisory personnel. The authority to grant overtime compensation shall be vested in the City Manager or his designee, provided that overtime compensation not be allowed except for work in excess of the standard eighty – six (86) hour work period, work in excess of the standard work day, or work on a scheduled off 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 Officers shall consist of four (4) consecutive shifts of eight and one-half (8.5) hour days followed by two (2) consecutive days off, or five (5) consecutive shifts of eight (8) hour days followed by two (2) consecutive days off. Officers will be assigned work schedules based on assignment, and as determined by the Chief of Police.

Section 16.4 Subject to the other provisions of this article, shifts will be fixed, and will be bid and awarded by seniority. Reverse seniority will be used to fill lesser preferred shifts. The shift bidding process will be held during the fourth quarter of the year. The City retains the right to manage work schedules and make shift changes, and/or off day group changes, to cover emergencies.

The Scheduling Unit will have a full year's schedule posted by December 15th of the prior year. The yearly schedule is a guideline and is subject to change to meet operational needs of the department.

Section 16.5 The City retains the right to manage work schedules and make shift changes, and/or off day group changes, to cover extended illnesses, extended injuries, military leaves, disciplinary actions, retirements, or changes in assignments. All shift changes and/or off day changes made in connection with this section will be based on seniority. Employees who are required to change their shift and/or off days in connection with this section will be given at least seventy-two (72) hours prior notice of the change. The employee may waive the seventy-two (72) hour notice requirement.

Employees may be required to change shifts to attend department mandated training. Employees may be required to change shifts and/or off days to attend voluntary training.

Section 16.6 Shifts and work schedules for officers assigned to special assignments are based on operational needs as determined by the Chief of Police, and are subject to change as determined by the Chief of Police. The assignments are not subject to shift bids, seniority, or the grievance and/or arbitration procedures. Special assignments include but are not limited to K-9, Detective, CIS, Directed Patrol, Traffic Safety, Officers assigned to multi-jurisdictional task forces, and any other assignment that is in place of or in addition to standard uniform patrol duties.

The Chief of Police retains the sole discretion to select officers for special assignments or special duty, and to make changes to the special assignment as he deems appropriate. The day to day assignment of duties of officers is determined by the Chief of Police or his designee, based on operational needs. The Chief of Police retains the sole discretion to change daily assignments and duties with or without prior notice.

Section 16.7 Subject to operational needs as determined by the Chief of Police, the Chief of Police will attempt to make assignments to special assignments and re-assignments to patrol from special assignments to coincide with the annual posting of the patrol shift schedule for that year.

If an employee is re-assigned to patrol from a special assignment at any time, that employee will be assigned a patrol shift based on the employee's seniority and his/her shift bid for that year. If an employee is assigned to a special assignment, his/her shift vacancy, if necessary will be filled based on seniority. Re-assignment to patrol, and/or assignment to a special assignment may result in changes in other employees' shift(s) and/or off-day group(s). All changes to shifts and/or off-day groups will be based on seniority and the officer's shift bid for that year.

Section 16.8 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 16.9 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. Any time an employee earns overtime at the double time rate two (2) hours for each one (1) hour worked the employee may elect to take compensatory time at two (2) hours for each one (1) hour worked.

Compensatory time may be earned by an employee, but only to a maximum of two hundred (200) hours in a year, including a carry over of eighty (80) 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 two hundred (200) 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. The City, in its sole discretion, may buy back employees' compensatory time in excess of eighty (80) hours in January or July.

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, unless the Chief of Police or his 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 the 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.

Once compensatory time is approved it cannot be changed to any other form of off time without approval of the employee.

Employees may sell back banked compensatory time to the City at any time. Banked time will be paid at the employees regular rate of pay and will be paid to the employee in the next applicable pay period after the request is made.

Section 16.10 There shall be no pyramiding of overtime.

Section 16.11 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.

With the prior approval of the Employer, an employee may exchange days off or work shifts assignments with another employee. Such exchanges shall not effect 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 16.12 "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 16.13 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 16.14 Subject to the other provisions of this Article (article 16), and current administrative guidelines, that are not inconsistent with this article, the City will distribute overtime opportunities as follows:

a. A list shall be kept current, posted, and updated at the end of every pay period 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's policy will be to 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 that 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 shall be forced to work the first one half of the unfilled overtime shift. If no one accepts the second one half of the overtime shift, the employee with the least seniority on the shift succeeding the overtime need shall be forced to work the second one half of the unfilled shift.

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; however in the event that overtime must be filled with less than twenty-four (24) hours notice. The overtime list may be disregarded when making overtime assignments that require the skills of a particular officer.

Section 16.15 A Labor Management meeting may be held semi-annually to review scheduling and the provisions contained herein.

ARTICLE 17
COURT TIME/CALL-IN TIME

Section 17.1 CALL-IN TIME. Any employee called into work at a time outside of his regularly

scheduled shift, which does not abut his 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 his regularly scheduled shift, which does not abut his 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 his/her next scheduled duty.

If an employee previously has been granted vacation or compensatory time day(s) off before he receives notification that he 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 he is required to appear in court before he has been granted vacation or compensatory time day(s) off, 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 he 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 special events identified as Taste of Blue Ash, Summerbration, and July 4th festivities, police non-supervisory duties, as determined by the Chief of Police, will be offered to Patrol bargaining unit members, before they are assigned to any outside state or local law enforcement agencies or any auxiliary police officers. A schedule shall be prepared and posted to enable bargaining unit members, to sign-up for any overtime hours, at their discretion. Overtime hours will then be assigned to bargaining unit members based on seniority. The sign up sheet 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 make an effort to 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 officer.

An employee's schedule will not be changed during the "Taste of Blue Ash", Summerbration, or the Fourth of July Festivities" to avoid paying the employee overtime, unless it is by mutual consent of the employee and the City.

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. This article does not prevent the Chief of Police from assigning officers to these events during their regular duty hours.

Section 18.5 Any employee who volunteers to work or is required to work at any of the above designated special events on his or her off duty day or off duty hours, will be paid at the rate of two times the employees regular hourly rate of pay for all actual hours worked at the special event.

ARTICLE 19
AUXILIARY OFFICERS

Section 19.1 Auxiliary Officers will not be assigned as dispatched beat patrol officers or as investigative officers. In the event the Department offers training or coursework, such training or coursework shall be offered to Patrol bargaining unit members before it is offered to Auxiliary Officers unless the training is necessary to meet state qualifications for Auxiliary Officers certifications, or the training is related to the Auxiliary Officers duties.

Section 19.2 Auxiliary Officers will not be assigned to work the Ladies Classis Race, the Memorial Day Parade, Airport Days, or Heritage Days unless an insufficient number of Patrol Officers accept overtime to work these events.- For the Ladies Classic Race, Memorial Day Parade, Airport Days, and Heritage Days, a schedule shall be prepared and posted to enable bargaining unit members to sign up for any non supervisory overtime hours as determined by the Chief of Police, at their discretion. Overtime hours will then be assigned to bargaining unit members base on seniority. The sign up sheet will be posted twenty eight days prior to the event. This article does not prevent the Chief of Police from assigning officers to these events during their regular duty hours.

ARTICLE 20
WAGES AND COMPENSATION

Section 20.1 Effective upon execution of the contract, rates of pay for bargaining unit members shall be as listed in Section 20.3. The City will pay a two (2%) percent increase effective December 21, 2013 for the 2014 pay year. The City will pay a two (2%) percent increase effective December 20, 2014, for the 2015 pay year, and a two (2%) percent increase effective December 19, 2015 for the 2016 pay year.

Section 20.2 The City Manager or his designee shall be responsible for administering the pay plan for all positions. He 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 20.3 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 "F" of the pay grade for the classification to which the employee's position has been assigned.

2014 Pay Plan Rates

	Step (A)	Step (B)	Step (C)	Step (D)	Step (E)	Step(F)
PATROL OFFICER						
Annual	$54,372.77	$64,882.74	$66.829.24	$68,834.11	$70,899.13	$73,028.11
Bi-Weekly	$2,091.26	$2,495.49	$2,570.36	$2,647.47	$2,726.89	$2,808.77
Hourly	$26.14	$31.19	$32.13	$33.09	$34.09	$35.11
Overtime	$39.21	$46.79	$48.20	$49.64	$51.14	$52.67

2015 Pay Plan Rates

	Step (A)	Step (B)	Step (C)	Step (D)	Step (E)	Step(F)
PATROL OFFICER						
Annual	$55,460.23	$66,180.39	$68,165.82	$70,210.79	$72.317.11	$74,488.67
Bi-Weekly	$2,133.09	$2,545.40	$2,621.76	$2,700.42	$2,781.43	$2,864.95
Hourly	$26.66	$31.82	$32.77	$33.76	$34.77	$35.81
Overtime	$39.99	$47.73	$49.16	$50.64	$52.16	$53.72

2016 Pay Plan Rates

	Step (A)	Step (B)	Step (C)	Step (D)	Step (E)	Step(F)
PATROL OFFICER						
Annual	$56,569.43	$67,504.00	$69,529.14	$71,615.01	$73,763.45	$75,978.44
Bi-Weekly	$2,175.75	$2,596.31	$2,674.20	$2,754.42	$2,837.06	$2,922.25
Hourly	$27.20	$32.45	$33.43	$34.43	$35.46	$36.53
Overtime	$40.80	$48.68	$50.15	$51.65	$53.19	$54.80

Section 20.4 If a new employee has related work experience and more than the minimum qualifications for the classification to which his position is assigned, he 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 his position is assigned.

Section 20.5 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. The pick-up shall become effective immediately following receipt of approval from the Internal Revenue Service.

Section 20.6 Any bargaining unit member who has been selected to serve as a Field Training Officer ("FTO") shall receive a pay adjustment of six percent (6.0%) to his/her base regular rate of pay for all actual hours worked solely while in that FTO status.

Section 20.7 For those members designated to a special assignment with a canine as a working partner, on regular duty days, one-half (1/2) hour of the canine officer's regular duty day will be

expressly attributed to all aspects of canine care/training and he/she will be released from all other regular duties to accomplish those tasks. On the canine officer's off-duty days, he/she will receive one-half (1/2) hour of pay at the applicable overtime rate for all aspects of canine care/training. The canine officer shall receive prior approval from the Chief of Police or designee before engaging in any other time spent in connection with any additional canine care/training.

The BAPOBA and the City agree it is the intent of the provisions of this section to provide full compensation as required by the Fair Labor Standards Act to those members who are responsible for the weekly care, feeding, exercising, and boarding of a city owned dog for all on duty and off duty hours work so engaged.

ARTICLE 21
LONGEVITY

Section 21.1 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.

Section 21.2 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 $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 22
INSURANCE

Section 22.1 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. 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 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 22.2 The Employer shall maintain professional liability insurance coverage of bargaining unit employees, as determined by the City Manager or his designee, for the life of this Agreement.

Section 22.3 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 22.4 The City will pay two thousand dollars ($2000.00) annually, paid on a monthly basis, for employees who opt out of insurance coverage.

ARTICLE 23
CLOTHING AND EQUIPMENT

Section 23.1 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 as it determines is appropriate, except socks, underwear, foundation garments, trouser belts, and gloves. Footwear shall be considered an item of uniform apparel or equipment.

Section 23.2 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 $150.00. There shall be no requirement that an employee received an injury to his or her 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 $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 Bureau 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 23.3 During the first pay period of the year employees will receive a $ 500.00 stipend for uniform maintenance and care.

ARTICLE 24
TRAVEL AND TRAINING ALLOWANCES

Section 24.1 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 24.2 Employees may be required to exchange off-days and/or shifts to attend voluntary training.

Section 24.3 Employees required to use their own vehicle: (1) on official City business; or (2) for City-related travel, approved by the City Manager or his 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 24.4 Employees who travel: (1) on official City business; or (2) for training or professional development purposes, approved by the City Manager or his 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 his designee may establish maximum reimbursable limits for travel expenses based on I.R.S. 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 24.5 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 his 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 his 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 his job duties and the image of the municipal service.

ARTICLE 25
HOLIDAYS

Section 25.1 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 25.2 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.

Section 25.3 If the City grants an additional recognized holiday to employees who are not covered by a collective bargaining agreement, the City will grant that holiday to employees covered by this collective bargaining agreement. If the City exchanges holidays for employees not covered by a

collective bargaining agreement (i.e. grants a holiday in addition to those specifically named above and takes away one of the holidays specifically named above) the bargaining unit may elect to participate or not participate in the exchange.

ARTICLE 26
VACATION

Section 26.1 Vacation leave accrues at the rate of 1 day per full month of work for employees having completed less than 4 years of service; 1-1/4 days per month for employees having completed 4 years of service; 1-1/2 days per month for employees having completed 8 years of service; 1-3/4 days per month for employees having completed 12 years of service; 2 days per month for employees having completed 16 years of service; and 2-1/4 days per month for employees having completed 20 years of service. The City will continue to administer vacation pay and vacation pay outs consistent with current practice.

Section 26.2 Vacation shall be taken off with full pay during the year in which it is earned, unless the City Manager or his 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 60-day notice prior to removal of excess leave.

Section 26.3 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 twelve (12) years of full-time employment as a police officer in the service of another Ohio municipality, township, county, or 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 26.4 Upon approval of the City Manager, employees who accrue vacation leave at the rate of 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.

ARTICLE 27
SICK LEAVE

Section 27.1 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 1-1/4 days per calendar month of active pay status.

Section 27.2 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 he had not been compensated.

Section 27.3 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 his next place of employment.

Section 27.4 If upon retirement under the Police and Firemen's Disability and Pension Fund 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 Police and Firemen's Disability and Pension Fund 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 27.5 For the duration of this Agreement, the applicable portions of City Ordinance Section 133.1 1(c) 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 27.6 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 27.7 Employees with sick leave accumulation of more than 180 hours shall be eligible upon written request, and upon review of and written approval by the City Manager or his/her designee, to knowingly and voluntarily transfer up to eighty (80) hours of sick leave during each calendar year to another employee who has been off work on a medical leave of absence for 120 or more consecutive calendar days and who has exhausted his/her sick leave, vacation leave, and compensatory time. However, an employee who voluntarily requests to transfer sick leave credit may only transfer the number of sick leave hours he/she has accrued in excess of 180 hours (up to a maximum of 80 hours) as of the date of the written request to the City Manager or his/her designee. Employees, in conjunction with the City's entire leave of absence policy, may not receive more than a total of 1,385 hours transferred sick leave during their employment with the City. The receipt of transferred sick leave hours shall not extend the length of a leave of absence as set forth in Section 133.11(f).

Section 27.8 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.

Section 27.9 The Department will conduct one voluntary fitness test per calendar year. In its discretion, the Department may require more than one voluntary fitness test. Members of the bargaining unit who earn the following fitness ribbons during the voluntary fitness test will be compensated for each such test as follows:

Red ribbon (no star)	$150.00 per test
Silver star	$300.00 per test

Gold star	$600.00 per 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. Employees will not be disqualified based upon the Body Mass Index (BMI). 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. A fitness test will be considered specialized training under Article 29.2(A)(3), which shall qualify the employee for injured on duty leave.

ARTICLE 28
MISCELLANEOUS LEAVES

Section 28.1 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 his 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 28.2 Reasonable leaves with pay may be authorized by the City Manager or his designee for official meetings, training and professional development found to be in the best interest of the City.

Section 28.3 The City's Family and Medical Leave Act policy is attached as "Exhibit A" to the end of this Agreement.

ARTICLE 29
INJURY LEAVE AND INJURED-ON-DUTY LEAVE

Section 29.1 Extended leave of absence for a period of time not exceeding one (1) year may be granted by the City Manager or his 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 his 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 his 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 job without endangering the employee or his fellow employees.

Section 29.2 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 he is responding to a call or detail, while taking care of the call or detail, and until his 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 his/her 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 he 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 Assistant City Manager for further review. The Assistant City Manager shall convey a recommendation to the City Manager on whether or not injured-on-duty pay should be extended to the officer. 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 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 his duty while performing a duty as specified in Section A above shall, on recommendation of the Assistant City Manager and approval of the City Manager, be entitled to his base salary for the period of such disability not to exceed 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 "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 his base salary per approved injured-on-duty incident. It normally contemplates a situation where an employee is off work for 365 consecutive calendar days. If, however, that employee is granted injured-on-duty pay, returns to work before the end of the 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 365 calendar day period) solely due to the same medically documented disabling condition that initially entitled him to injured-on-duty pay, then he 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 him to injured-on-duty pay, that begin more than 365 calendar days after the first calendar day of his 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 his 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 his 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 his designee.

Section 29.3 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 his 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 29.4 If the injured employee disagrees with the decision rendered in accordance with Section 29.3, 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 29.5 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 he 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.

Section 29.6 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 opinion procedure outlined in 29.3 and 29.4) 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 30
UNION LEAVE

Section 30.1 Employees who travel or attend BAPOBA-sponsored training courses for professional development purposes may be reimbursed by the City in an amount to be determined by the City Manager or his designee. Vacation Leave or compensatory time off to attend and reimbursement for BAPOBA-sponsored activities must be approved by the City Manager or his designee.

Section 30.2 Any bargaining unit members who are designated members of the BAPOBA'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 two (2) to six (6) work days of paid leave per calendar year to attend training sessions concerning collective bargaining negotiations. This is based on the number of designated BAPOBA representatives, up to three (3) members, allocating two (2) days per member per year. Any unused days shall be carried over to the following year; up to six (6) days can carry forward and not more than twelve (12) total union leave days can be used per year.

[NOTE: In other words, the negotiating committee, as a whole, would have up to six work days — maximum —to use for the above-referenced reason if it had three (3) designated BAPOBA representatives. If there were only one (1) designated BAPOBA representative, that member would have up to two (2) days of paid leave per calendar year. For example: if member A uses four work days to attend an BAPOBA training seminar, then the other two members only have two work days left to attend another training session(s).]

Section 30.3 The BAPOBA may utilize the aforementioned provisions by having the BAPOBA 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 31
USE OF FORCE INCIDENTS

Section 31.1 Any employee involved in a use of force incident shall be permitted to consult with an attorney, or other person of his 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 in order to identify the crime scene and suspects 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 of his choice, in the event that the attorney or other person of his choice cannot respond within 2 hours of the event. An employee voluntarily may give a statement to a supervisor or investigator regarding a use of force incident.

ARTICLE 32
WEAPON & BADGE AT RETIREMENT

Section 32.1 Upon retirement under the Police & Firemen's Disability & Pension Fund System, bargaining unit members may purchase their service weapon and badge at a cost of $1.00.

ARTICLE 33
SEVERANCE PAY

Section 33.1 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 his 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, he shall not be entitled to sick leave conversion.

Section 33.2 All severance pay shall be paid at the employee's present rate of pay.

Section 33.3 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 34
LABOR MANAGEMENT MEETINGS

Section 34.1 In the interest of sound labor/management relations, the Employer and/or the BAPOBA, by and through not more than three (3) 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. BAPOBA 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.

Section 34.2 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 BAPOBA representatives who will be attending. The purpose of such meeting shall be to:

a. Discuss the administration of this Agreement.

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

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 BAPOBA to share the views of its membership and/or make suggestions on subjects of interest to its members.

Section 34.3 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 35
GENERAL CONDITIONS

Section 34.1 This written Agreement constitutes the entire agreement between the Employer and the BAPOBA 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 36, 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 36
SEVERABILITY

Section 36.1 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 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 37
DURATION

Section 37.1 This Agreement shall be effective December 21, 2013 and shall remain in full force and effect through December 16, 2016. Either party may give written notice of intent to modify or amend this Agreement no earlier than 180 and no later than 60 days prior to December 16, 2016.

Section 37.2 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____ day of _____, 2014.

FOR CITY OF BLUE ASH, OHIO

_____

_____

_____

APPROVED AS TO FORM:

_____

Bryan E. Pacheco, Solicitor

FOR THE BAPOBA COUNCIL

_____

_____

_____

SICK LEAVE POLICY

SEC. 133.11(c) Leaves of Absence.

(c) Credit for sick leave is earned at the rate of one and one-fourth (1¼) days per calendar month of service. 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, school district, county or the State of Ohio for which he/she has not been fully or partially compensated.

A permanent full-time employee may use accumulated sick leave for the following purposes:

i. **In case of employee's personal illness, medical condition, disability, or injury.**

ii. **Funeral Leave:**

a. Up to forty (40) hours per occurrence for death of spouse or children, including step-children.

b. Up to twenty-four (24) hours per occurrence for death of parents (including step-parents), siblings (including step-siblings), grandparents, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

c. Up to eight (8) hours per occurrence for death of grandparent of spouse, or employee's aunt, uncle, nephew, niece, or cousin.

iii. **Hospitalization/Medical Procedures of Family Members:**

a. Up to forty (40) hours per occurrence to attend in-patient hospitalization and, if necessary, care thereafter, of employee's spouse or children (including step-children), and up to eight (8) hours per occurrence for hospitalization of employee's parents (including step-parents).

b. Up to sixteen (16) hours per occurrence to attend out-patient procedure and, if necessary, care thereafter of employee's spouse or children (including step-children), and up to eight (8) hours per occurrence for employee's parents (including step-parents). Continuing treatment for a single illness or injury shall be defined as a single occurrence.

iv. **Personal Care**

a. Up to twenty-four (24) hours per calendar year to attend to members of the employee's immediate family whose illness or injury requires the care of the employee. Immediate family includes spouse, mother, father, sister, brother, daughter, son, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, step mother, step father, step sister, step brother, step daughter, step son, or other person who stands in the place of a parent, or other relative residing in the same household as the employee.

v. **Medical, dental, or optical examination or treatment of employee, which cannot be scheduled during non-working hours.**

vi. **The hourly limits reflected above in c ii, c iii, and c iv, are based upon a 40 hour standard workweek. Proportional adjustments will be made in those limits as follows, for full-time staff whose standard work day is 8.5 hours:**

cii a. Up to forty-two and one-half (42.5) hours per occurrence

b. Up to twenty-five and one-half (25.5) hours per occurrence

c. Up to eight and one-half (8.5) hours per occurrence

ciii a. Up to forty-two and one-half (42.5) hours per occurrence to attend in-patient hospitalization and, if necessary, care thereafter, of employee's spouse or children (including step-children), and up to eight and one-half (8.5) hours per occurrence for hospitalization of employee's parents (including step-parents).

b. Up to seventeen (17) hours per occurrence to attend out-patient procedure and, if necessary, care thereafter of employee's spouse or children (including step-children), and up to eight and one-half (8.5) hours per occurrence for employee's parents (including step-parents). Continuing treatment for a single illness or injury shall be defined as a single occurrence.

civ a. Up to twenty-five and one-half (25.5) hours per calendar year

Sick leave must be requested in a minimum of one-half (1/2) hour increments.

The City Manager may require reasonable evidence to support a claim for sick leave and may, in case of absence for more than twenty-four (24) consecutive working hours, require a doctor's certificate to justify the absence. The monitoring of sick leave usage of all employees shall be accomplished under the provisions of the then-current Sick Leave Policy as drafted and issued by the City Manager (last updated and distributed February 7, 1996).

Employees with sick leave accumulation of more than 180 hours shall be eligible upon written request, and upon review of and written approval by the City Manager or his/her designee, to knowingly and voluntarily transfer up to eighty (80) hours of sick leave during each calendar year to another employee who has been off work on a medical leave of absence for 120 or more consecutive calendar days and who has exhausted his/her sick leave, vacation leave, and compensatory time. However, an employee who voluntarily requests to transfer sick leave credit may only transfer the number of sick leave hours he/she has accrued in excess of 180 hours (up to a maximum of 80 hours) as of the date of the written request to the City Manager or his/her designee. Employees, in conjunction with the City's entire leave of absence policy, may not receive more than a total of 1,385 hours transferred sick leave during their employment with the City. The receipt of transferred sick leave hours shall not extend the length of a leave of absence as set forth in Section 133.11(f).

Upon resignation in good standing from the Blue Ash Municipal service or upon the death of an employee, the employee or his/her estate shall receive one (1) hour of monetary compensation for each eight (8) hours of unused sick leave; the monetary compensation shall be at the hourly rate of compensation of the employee at the time of resignation or death. If the employee is given credit for his/her accumulated sick leave at his/her next place of employment, no sick leave pay-out shall be made.

Upon permanent layoff from the Blue Ash Municipal service, an employee shall receive one (1) hour of monetary compensation for each eight (8) hours of unused sick leave provided he/she does not receive credit for the accumulated leave at his/her next place of employment. The monetary compensation shall be at the hourly rate of compensation of the employee at the time of permanent layoff.

If upon retirement under the Ohio Public Employees Retirement System or the Police and Firemen's Disability and Pension Fund 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 (2) hours of monetary compensation for each eight (8) hours 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 or the Police and Firemen's Disability and Pension Fund 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 (i.e. 960 hours). The monetary compensation shall be at the hourly rate of compensation of the employee at the time of retirement.

February 1996

INTRODUCTION

Regular attendance is required during all scheduled working hours and is an essential requirement for employment. While the City understands that employees must be occasionally absent from work due to illness or injury and recognizes that employees have certain rights under the Family and Medical Leave Act, employees who are habitually and/or frequently on sick leave for non-FMLA related causes represent a serious attendance and, therefore, employment problem.

SICK LEAVE POLICY

Sick leave usage will be monitored on a continuous basis. Sick leave usage shall be measured in terms of number of incidents per consecutive twelve (12) month periods. For the purpose of this policy, an incident shall be defined as a total time period which is greater than one-half of an employee's regular work day. (E.g., two hours of sick leave would not be counted as an incident, but two hours in the morning and three in the afternoon on the same day would be counted as an incident for an 8-hour work day schedule.) Each period of consecutive days absent shall constitute one incident regardless of the duration of the period of consecutive absence. (E.g., five consecutive work days of sick leave equal one incident.) Instances when and employee is on sick leave, returns to work for a period of time, and then must take sick leave again for the same illness or injury, may also be counted as one incident. (E.g., employee is on sick leave for 4 consecutive work days due to an illness, returns to work for 3 work days, has a relapse and must use 2 additional days of sick leave to recuperate.)

Disciplinary action will be deemed necessary when an employee has accumulated an excessive number of sick leave incidents within the last twelve month period. Corrective disciplinary action will be administered according to the following schedule:

five (5) incidents within a consecutive twelve month period or less – oral reprimand

six (6) incidents within a consecutive twelve month period or less – written reprimand

seven (7) incidents within a consecutive twelve month period or less – one day suspension

eight (8) incidents within a consecutive twelve month period or less – three day suspension.

nine (9) incidents within a consecutive twelve month period or less – five day suspension.

ten (10) incidents within a consecutive twelve month period or less – termination.

Instances when an employee is absent due to sickness or injury, yet has no sick leave accrued, shall be construed as an incident as previously defined. Progressive disciplinary action may also be taken in instances when an employee's attendance record does not improve (e.g. an employee who continually remains at seven incidents within a twelve month period.) Instances when an employee is absent due to a job-related injury shall not be counted as an incident under this schedule. Instances when an employee is absent due to an FMLA qualifying event shall not be counted as an incident under this schedule. Attendance records will be maintained by the Personnel Division for the Department Directors' use in following this schedule.

The above incident schedule is in addition to disciplinary action that may be taken if an employee repeatedly uses sick leave for short periods which do not constitute incidents. (e.g. employee repeatedly uses three hours of sick leave on numerous days over a long period of time for non-FMLA qualifying events.) This provision is intended to cover employees whose absences are so frequent as to significantly impact the operations of the City.

The city is appreciative of the fact that the vast majority of employees make a good faith effort to be at work as scheduled. Most of these employees will not be negatively impacted or affected by this policy. For those employees who do have an attendance problem, this policy provides and opportunity to improve attendance records and avoid severe disciplinary action.

City of Blue Ash
Family and Medical Leave Policy ("FMLA")

1. Introduction

   a. General: Subject to the terms and conditions set forth in this policy, an eligible employee is entitled to a Family or Medical Leave of Absence under FMLA:

      1. for the birth of a son or daughter of the employee and to care for the newborn child;

      2. for placement of a son or daughter with the employee for adoption or foster care;

      3. to care for the employee's spouse, son, daughter, or parent who has a Serious Health Condition (defined below); and

      4. for the employee's own Serious Health Condition that makes the employee unable to perform any one of the functions of the employee's job.

2. Eligibility: to be eligible for a Family or Medical Leave of Absence under this policy, an employee must meet all of the following requirements:

   a. The employee must have been employed by the City of Blue Ash (hereinafter referred to as "the City") for a period of at least twelve (12) months prior to the date on which any Family or Medical Leave is to commence, and

   b. The employee must have been employed by the City for at least 1,250 hours during the 12-month period immediately prior to the date on which any Family or Medical Leave is to commence, and

   c. The employee is employed at a worksite where 50 or more employees are employed by the City with in 75 miles of that worksite.

3. Family Leave of Absence under the FMLA:

   a. Upon notice and application to his/her Department Director[1] , a Family Leave of Absence shall be granted to an eligible employee for the following reasons:

      1). For the birth of the employee's son or daughter and to care for the newborn child;

      2.) For placement of a son or daughter with the employee for adoption or foster care;

[1] In instances when the employee is a Department Director, notice and application for FMLA leave and medical fitness-for-duty certification shall be submitted to the City Manager or his designee.

3). To care for the employee's spouse, son, daughter, or parent with a Serious Health Condition (defined below):

A "Serious Health Condition" currently is defined, for FMLA purposes, as an illness, injury, impairment, or physical or medical condition that involves either:

a.) *Hospital Care*
Inpatient care (i.e., an overnight stay) in a hospital or similar medical facility, including any period of incapacity* or subsequent treatment in connection with or consequent to such patient care.

b.) *Absence Plus Treatment*

i. A period of incapacity of more than three (3) consecutive calendar days (Including any subsequent treatment or period of incapacity relating to the same condition), that also involves:

(a) Treatment two (2) or more times by a doctor or other "health care provider"; *or*

(b) Treatment by a health care provider on at least one (1) occasion which results in a regimen of continuing treatment under the supervision of the health care provider.

For FMLA purposes, "incapacity" is defined to mean inability to work, attend school or perform other regular daily activities due to the Serious Health Condition, treatment therefore, or recovery therefrom.

c.) *Pregnancy*

Any period of incapacity due to pregnancy, or for prenatal care.

d.) *Chronic Conditions Requiring Treatments*

A chronic condition is one which:

i. Requires periodic visits for treatment by a doctor or other health care provider;

ii. Continues over an extended period of time (including recurring episodes of a single underlying condition); and

iii. May cause episodic rather than a continuing period of incapacity. Examples may include asthma, diabetes, or epilepsy.

e.) *Permanent/Long-term Conditions Requiring Supervision*

i. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by a health care provider. Examples may include Alzheimer's, a severe stroke, or the terminal stages of a disease.

f.) *Multiple Treatments (Non-Chronic Conditions)*

i. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a doctor or other health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

ii. Ordinarily, unless complications arise or inpatient care is required, the common cold, the flu, ear aches, upset stomachs, minor ulcers, headaches – other than migraines – routine dental or orthodontia problems, or periodontal diseases are examples of conditions that do not meet the definition of a Serious Health Condition and do not qualify for FMLA leave.

4. Medical Leave of Absence under the FMLA:

a. Upon notice and application to his/her Department Director[1], a Medical Leave of Absence shall be granted to an eligible employee because of a Serious Health Condition that makes the employee unable to work at all or is unable to perform any one of the essential functions of his/her position.

5. Notice and Application Procedures for Family and Medical Leaves under the FMLA:

Upon notice and application to his/her Department Director[1], Family or Medical Leaves of Absence, or renewals thereof, shall be granted to employees who submit medical certification and/or other information verifying eligibility, according to the following procedure:

a. Notice and Application for a Family Medical Leave of Absence may be given either orally or in writing. Where practicable, notice and application should normally be made on provided leave forms that are available. Where foreseeable, it must be given 30 calendar prior to the beginning of requested leave. In other situations, it must be given within a reasonable time, generally not more than one

[1] In instances when the employee is a Department Director, notice and application for FMLA leave and medical fitness-for-duty certification shall be submitted to the City Manager or his designee.

or two business days after the need for the leave becomes known to the employee. However, if an employee fails to give notice of the reason for an FMLA qualifying leave within two business days after returning to work from the leave, the employee may not subsequently assert FMLA protections for the absence.

b. The granting of a Family Medical Leave of Absence prior to the receipt of any required medical certification or other verifying information and documentation is conditional. Failure to provide the requested certifications, verifying information, or documentation in a timely manner may result in delay of the employee's continuation of FMLA leave. An employee also will be given a reasonable opportunity to cure the deficiencies in any incomplete certification. However, if the employee does not produce the requested certifications, information, or documentation, the leave will not be considered FMLA leave.

c. For a FMLA leave requested because of the employee's own "Serious Health Condition" or because it is necessary for the employee to care for his/her spouse, son, daughter, or parent who has a Serious Health Condition, the employee must submit a medical certification (on a provided form) to the City. The medical certification, based on reasonable medical certainty, must verify that the employee is unable to work at all or is unable to perform any one of the essential functions of the employee's job or position because of a Serious Health Condition, or that the employee's spouse, child, or parent is affected by a Serious Health Condition and requires care by the employee. When the leave is foreseeable and at least 30 calendar days' notice has been provided, the employee should provide the medical certification before the leave begins – generally within two (2) business days after the employee gives the City notice of the leave. If 30 calendar days' notice is not possible, the employee must provide the medical certification within 15 calendar days after the City's request – unless it is not practicable to do so. Such other medical information as the City requests, and is permitted by law, may be required. Second and third medical opinions may be required, at the City's expense, to further validate the employee's certification.

d. Such information and documentation verifying entitlement to a Family or Medical Leave for the birth/care or placement of a son or daughter, as the City may request, must be provided by the employee.

e. A Family Leave taken after the birth or placement of a child, pursuant to paragraphs 3.a.1 or 3.a.2, above, must be taken in a single, continuous period of time, unless the City and the employee agree to an intermittent or reduced schedule. An intermittent or reduced schedule must be approved in advance of the leave by the City, in its sole discretion.

f. The initial Family or Medical Leave of Absence shall not exceed 35 calendar days and may be renewed for periods not to exceed 35 calendar days pursuant to this procedure. Notice and Application for any renewal must be made prior to the expiration of the leave then in effect. Recertification is required prior to any renewal, or within 15 calendar days after notice of this recertification requirement, whichever is later.

g. The duration of each Family Medical Leave of Absence and any renewals thereof shall be specifically stated in the request and in the granting of the leave.

6. General Family and Medical Leave Provisions under the FMLA:

a. The maximum total amount of time available to an eligible employee for Family and Medical Leaves of Absence is twelve (12) work weeks during the rolling twelve (12) month period measured backward from the date leave is used. A work week for purposes of this policy generally consists of five 8-hour workdays for a full-time employee. If an employee works a schedule that changes from week to week, however, the average amount of time worked per week over the twelve (12) week period just before the requested leave, will be used to determine the work week.

b. An employee's entitlement to a Family Leave for the birth or placement of a son or daughter ends twelve (12) months after the date of the birth or placement. The maximum total amount of time available to both spouses for a Family Leave for the birth or placement of a child, provided under paragraphs 3.a.1) or 3.a.2), above, or for the care of the employee's parent (but not a parent-in-law) with a Serious Health Condition is twelve (12) work weeks during the twelve (12) month period as defined above, if both are employed by the City.

c. An employee must provide as much notice as is reasonable and practicable under the circumstances. Notice of at least 30 days shall be given where it is practicable and foreseeable for the employee to do so for the birth or placement of a child or for planned medical treatment.

d. A Family or Medical Leave of Absence shall be without pay, unless the employee is entitled to pay during the absence under any applicable paid vacation or paid sick leave policies. If eligible, the employee first must exhaust any applicable paid vacation or paid sick leave during any Family or Medical Leave. Eligibility for and application of any such paid leave shall be determined according to the terms and conditions of that policy. Time off, even though paid, shall be charged against the maximum amount of Family and Medical Leave to which and employee is entitled. It also shall be charged against any entitlement under any applicable paid vacation or paid sick leave policies. The employee's FMLA twelve (12) week leave entitlement also shall run concurrent with any applicable workers' compensation absence or injured-on-duty leave when the injury or illness meets the criteria for a "Serious Health Condition".

e. A Family or Medical Leave by an employee effected by a Serious Health Condition, or by an employee to care for a spouse, child, or parent so effected, may be taken on an intermittent or reduced schedule where such schedule is medically necessary. Time off work on an intermittent or reduced leave schedule will be charged proportionally against an employee's twelve (12) work week entitlement as determined by the City.

f. For intermittent leave or leave on a reduced schedule, to take care of a seriously ill family member or for the employee's own Serious Health Condition, there

must be a medical need for leave (as distinguished from voluntary treatments and procedures) and it must be that such medical leave can best be accommodated through an intermittent or reduced leave schedule. Employees who require intermittent leave or leave on a reduced schedule must attempt to schedule the leave so as not to disrupt business operations. If the leave is required for medical treatment, the employee should consult with his/her immediate supervisor and make a reasonable effort to schedule the leave, so as not to disrupt unduly the employer's operations. When notice is given of the need for leave, the employee may be required to attempt to reschedule the treatment, subject to the ability and approval of the health care provider. In addition, an employee may be assigned to an alternative schedule and/or position with equivalent pay and benefits, that better accommodates his/her intermittent or reduced leave schedule.

g. Group medical insurance, where applicable, shall be continued in effect for any employee who is on an approved Family or Medical Leave pursuant to this Section. Any applicable employee contribution will be made in the same way as it would have been made had the employee been working. If the leave is unpaid, the employee must pay his/her contribution amount directly to the City on or before the first day of the month for which the premium contribution is due. For example, the premium payment due for the month of July must be received by the City on or before July 1st. After required notification, coverage may be terminated if the payment is more than 30 days late.

   If the employee fails to return from an unpaid Family or Medical Leave (unless the failure to return is because of a Serious Health Condition of the employee or the spouse, child, or parent for whom he/she is caring and is supported by a proper medical certification, or other circumstances beyond the employee's control), the City may recover any amounts owed by the employee to the City or otherwise, for any cost or obligation incurred by the City to keep that insurance in effect.

   The City may also recover the amount of the employee's share of any premium paid by the City to keep the employee's medical insurance in effect. The amounts owed by an employee to the City shall be deducted from amounts owed to the employee by the City, to the extent permitted by law.

h. An employee who has been on a Medical Leave of Absence shall provide to his/her Department Director[1], a medical fitness-for-duty certification that he/she is able to resume work at the time he/she returns without restrictions, or, in the case of an employee who is disabled within the meaning of the Americans With Disabilities Act ("ADA"), that he/she is otherwise qualified (within the meaning of the ADA) to return to work. The City will delay reinstatement until the certification is provided. An employee who does not provide this certification or a new medical certification for a Serious Health Condition may be terminated.

[1] In instances when the employee is a Department Director, notice and application for FMLA leave and medical fitness-for-duty certification shall be submitted to the City Manager or his designee.

i. The City may refer an employee to a physician of its choice to obtain further information concerning a period of absence. It also can require employees to obtain subsequent medical recertifications to support continuing Family or Medical Leave and/or to report periodically on their status and intent to return to work.

j. If an employee discovers that his/her circumstances have changed and the amount of leave originally anticipated is no longer necessary, the employee must provide the City reasonable notice (i.e. within two (2) business days) of his/her intent to return to work.

k. An employee who returns from a Family or Medical Leave shall return to the position held at the beginning of the leave or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment, provided, however, that an employee is not entitled to return to a position other than that to which he/she would have been entitled had the employee not taken the leave. An employee's right to reinstatement, however, may be affected if he/she is determined to be a "highly compensated employee", as defined by the Family and Medical Leave Act of 1993. Generally, an employee shall be notified of his/her "highly compensated employee" status at the time any Family or Medical Leave is requested or when it commences, it earlier.

l. A Family or Medical Leave absence means that time previously worked for the City is not lost in computation of length of service and the benefits dependent thereon. Moreover, time spent during such an unpaid leave will not be credited toward the calculation of any applicable paid vacation or paid sick leave. However, any applicable paid vacation or paid sick leave accumulated and not exhausted during the Family or Medical Leave prior to the start of the leave period shall be available to an employee upon his/her return from leave. Nor will an employee be eligible for any paid holiday falling within the Family or Medical Leave period.

m. Failure of an employee to report to work at the time at which he/she is regularly scheduled to report at the termination of a Family or Medical Leave, or to secure an approved extension of leave in advance, will result in termination of employment.

n. It is the purpose of the Family and Medical Leave policy to comply with the Family and Medical Leave Act of 1993. The interpretation of terms and the resolution of disputes under this provision shall be governed by that law.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BLUE ASH AND
THE BLUE ASH PATROL OFFICERS
BENEVOLENT ASSOCIATION

WHEREAS, a need has arisen to modify the language contained in the collective bargaining agreement ("CBA") between the City of Blue Ash ("City") and the Blue Ash Patrol Officers Benevolent Association ("BAPOBA") concerning the assignment of patrol officers to the Criminal Investigations Section ("CIS") as detectives;

Be it resolved by the City and the BAPOBA that the two parties mutually agree to the following:

1. The Chief of Police or his designee retains the management right to assign at his discretion patrol officers to CIS as detectives, which the parties agree shall not be a separate classification from patrol officers under the parties' CBA or the City's civil service code. The Chief of Police also retains the management right to establish and/or modify the staffing levels in CIS based on operational needs. The assignment to CIS as a detective is not a promotion and is not subject to civil service exanimations;

2. An assignment to CIS as a detective will serve at the pleasure of the Chief of Police. A patrol officer assigned to CIS as a detective will be paid an additional three (3) percent annually above the patrol officer's regular rate of pay. Patrol officers who are assigned to CIS as detectives will not receive the pay adjustment when working other overtime special assignments, overtime uniform assignments or special events. A patrol officer removed from a detective assignment for performance reasons or following completion of the assignment shall be returned to the patrol officer's regular pay.

3. This Memorandum of Understanding and the additional pay for detectives only applies to patrol officers assigned by the Chief of Police as detectives and does not apply to officers who may be directed to assist or work on an investigation on a part-time or temporary basis;

4. The parties agree and understand that this Memorandum of Understanding does not apply to other special assignments such as K-9, traffic safety, directed patrol, computer forensics, narcotics, or any other special assignment that is in addition to or in place of standard police duties;

AGREED TO:

CITY OF BLUE ASH, OHIO	THE BLUE ASH PATROL OFFICERS BENEVOLENT ASSOCIATION
By: Margaret Mai	By: [illegible]
Title: Human Resources Officer	Title: President B.A.P.O.B.A.
Date: April 26, 2011	Date: April 27, 2011

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BLUE ASH AND THE
BLUE ASH PATROL OFFICERS BENEVOLENT ASSOCIATION

WHEREAS, a need has arisen to clarify the language contained in the Collective Bargaining Agreement (CBA) between the City of Blue Ash (City) and the Blue Ash Patrol Officers Benevolent Association (BAPOBA) concerning Article 27.5 of the Collective Bargaining Agreement;

WHEREAS, both parties wish to resolve the issue without the need to send the clarification to City Council;

Be it resolved by the City and the BAPOBA that the two parties mutually agree to the following:

1. The City will acknowledge, for the duration of the Collective Bargaining Agreement commencing December 21, 2013 and in full force and effect through December 16, 2016, the applicable portions of City Ordinance Section 133.11(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,
2. The aforementioned policy will be added to the index of the collective bargaining agreement.

AGREED TO:

CITY OF BLUE ASH, OHIO	THE BLUE ASH PATROL OFFICERS BENEVOLENT ASSOCIATION
By: [signature]	By: John R. Crawley
Title: CITY MANAGER	Title: PRESIDENT
Date: 2/13/14	Date: FEB 8, 2014