

ORDINANCE NO. 2006 -21

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF BLUE ASH
AND
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
LOCAL NO. 3203
(FIRE LIEUTENANT BARGAINING UNIT)**

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ARTICLE 1
PREAMBLE

Section 1.1 This Agreement is made and entered into this _____ day of March, 2006, by and between the City of Blue Ash, Ohio, hereinafter referred to as the "Employer" or the "City", and Local #3203, International Association of Fire Fighters, hereinafter referred to as the "IAFF" or "Union", solely as it relates to the Blue Ash Fire Department employees within the full-time Fire Lieutenant 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 IAFF, 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 full-time Fire Lieutenant classification ("Lieutenants") within the Fire Department of the City of Blue Ash as certified by the State Employment Relations Board in Case Number 99-REP-02-0029, dated July 22, 1999.

Section 2.2 All other Fire Department employees including Fire Chief, firefighters with rank of Captain and above, confidential employees, other full-time firefighters, non-firefighter professional employees, part-time employees, seasonal and casual employees, and civilian employees of the Employer are specifically excluded from the bargaining unit.

ARTICLE 3
IAFF REPRESENTATION

Section 3.1 Non-employee representative(s) of the IAFF 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 IAFF representative shall identify himself to the City Manager, Assistant City Manager, or Fire Chief.

Section 3.2 The Employer shall recognize up to three (3) employees (no less than one who must be a Lieutenant), designated by the Lieutenant's certified bargaining unit and approved by the IAFF, to act as IAFF representatives for the purposes of representation as outlined under this Agreement.

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

Section 3.4 Rules governing the activity of IAFF representatives are as follows:

- (a) The IAFF agrees that no official of the IAFF, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The IAFF further agrees not to conduct IAFF 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 IAFF representative and the Fire Chief or his designee. The representatives shall make all reasonable efforts, however, to process all grievances during non-working hours.
- (c) The IAFF representative shall cease unauthorized activities immediately upon the request of the Fire Chief or Assistant City Manager.
- (d) The IAFF may conduct one (up-to-two hour) meeting per calendar month, concerning bona fide IAFF business, at the North Fire Station for all on-duty bargaining unit members who are assigned to and working at that North Fire Station. The IAFF shall submit all such meeting requests in writing (including the requested date and time) to the Fire Chief or designee for review and approval purposes prior to conducting such meetings. Any such approval from the Fire Chief or designee shall be in writing. If approved, such meeting(s) may be conducted during the work day at or after 6:00 p.m. The meeting(s), even if scheduled and/or in progress, shall not interfere with any and all assigned duties or emergency details.

Section 3.5

- (a) Only one Lieutenant per calendar year, who travels or attends IAFF-sponsored training courses for professional development purposes, may be reimbursed by the City in an amount to be determined and approved by the City Manager or Assistant City Manager if deemed in the best interests of the City.
- (b) Only one Lieutenant, who is a duly elected officer of IAFF Local No. 3203 as President, Vice President, Secretary, or Treasurer or who is appointed by the President of Local No. 3203 as the Lieutenant's representative, may be authorized to use a maximum of 24 hours of paid leave per calendar year to attend IAFF functions such as conventions, educational meetings, or conferences.
- (c) The IAFF may utilize the aforementioned provisions by having the IAFF representative in the bargaining unit notify the Fire Chief of the need for such leave, as soon as possible, but not less than fourteen (14) calendar days prior to the

commencement of said leave, and provided that no more than one (1) Lieutenant be on leave at any given time. Notification to the Fire Chief shall include documentation of the date and time of the event. The amount of leave granted shall be limited to the amount of time necessary to attend the event and to travel to and from the event. Any additional leave time for an overnight stay which would be necessitated due to the distance of the event location and/or the hour when the event concludes shall be mutually agreed upon by the Fire Chief and the President of Local 3203 or their respective designees.

Section 3.6 The City will provide a separate 8½" x 11" bulletin board space at all staffed Fire Department facilities for posting communications of official IAFF business which shall relate to the following: (a) IAFF meetings, (b) notice of local IAFF elections, (c) results of local IAFF elections, and (d) IAFF-sponsored recreational and social events. Any other material posted must be approved by the Assistant City Manager or his designee before it is posted on said bulletin board.

Section 3.7 The City shall provide the Union with copies of all standard operating procedures and changes to the Fire Department's rules and regulations.

Section 3.8 IAFF Lieutenants, in their discretion, may choose to affix one decal to their assigned helmet -- either the "9-11" memorial decal that several IAFF bargaining unit employees currently have been authorized to wear or a new standardized IAFF decal. They also may choose not to affix one of those two decals on their assigned helmet. Prior to issuing the standardized IAFF decal to those applicable IAFF Lieutenants, the IAFF shall submit it to the Fire Chief or designee for review and approval purposes. If approved, the standardized IAFF decals shall be provided to the Lieutenants at the IAFF's full cost.

ARTICLE 4 **DUES/PAYROLL DEDUCTION**

Section 4.1 The City agrees to deduct Union membership dues in the amount certified by the Union to the City once each regular paycheck from the pay of any Lieutenant requesting same. If a dues deduction is desired, the Lieutenant shall sign a payroll deduction form which shall be furnished by the Union and presented to the appropriate payroll clerk. The City agrees to furnish to the designated IAFF representative from the Lieutenant's certified bargaining unit, once each calendar month a warrant in the aggregate amount of the deductions made for the calendar month, together with a listing of the Lieutenants for whom dues deductions were made and a listing of any change in deduction from the previous month. This shall be in effect until the Lieutenant revokes the authorization by written notice to the City's payroll clerk or until the Lieutenant's City employment is terminated. If a Lieutenant does not have a check due him or the check is not large enough to satisfy the assignment, no collection shall be made for that period.

The IAFF hereby indemnifies and holds the City and/or the City's payroll clerk harmless from and any 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
NON-DISCRIMINATION

Section 5.1 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 IAFF shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Section 5.2 Both parties recognize and agree that affiliation with the IAFF is at the discretion of each individual Lieutenant. Lieutenants have the right to participate or not participate in the IAFF as they see fit. Neither party to this Agreement shall exert any pressure on any Lieutenant as regards such matters.

Section 5.3 Wherever the male gender is used in reference in this Agreement, it shall be construed to include male and female.

ARTICLE 6
MANAGEMENT RIGHTS

Section 6.1 The IAFF 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 6.2 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 6.3 The right to hire and set the starting rate of pay for new Lieutenants; to determine the starting and quitting time and the number of hours to be worked, including overtime; 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 6.4 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. In the

event that contracting or sub-contracting would negatively impact the bargaining unit members, the City shall meet with and advise the Union of the effects upon the bargaining unit employees with 60 calendar days notice.

Section 6.5 The right to 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 Fire 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 Lieutenants or to discontinue any performance of service by Lieutenants of the City of Blue Ash; to determine the number of hours per day or week any operation of the Fire Department may be carried on; to select and determine the number and types of Lieutenants required; to assign such work to such Lieutenants in accordance with the requirements determined by Management authorities; to establish training programs and upgrading requirements for Lieutenants within the Department; to establish and change work schedules and assignments; to transfer or promote Lieutenants or to layoff, terminate or otherwise relieve Lieutenants 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 Fire Department of the City of Blue Ash, subject to the terms of this Agreement provided, however, nothing herein shall prevent Lieutenants from presenting their grievances for an alleged violation of any Article or specific term of this Agreement.

ARTICLE 7 **DISCIPLINE**

Section 7.1 The City may take disciplinary action against any Lieutenant only for just cause.

Section 7.2 Any disciplinary action by the City against a Lieutenant shall be initiated within fifteen (15) calendar days of the City's knowledge of a violation leading to the disciplinary action. In the case of an internal investigation by the City or an outside criminal investigation, this section shall not apply.

Section 7.3 If the Lieutenant requests it, the Union and the Lieutenant will receive a copy of all memoranda sent to the Fire Chief and/or appearing in the Lieutenant's personnel file concerning disciplinary actions.

Section 7.4 Such disciplinary action, not necessarily listed in order of occurrence, may take the following form:

- a. Oral reprimand;
- b. Written reprimand;
- c. At the option of the Fire Chief, with concurrence of the Lieutenant, loss of vacation leave not to exceed twenty-four hours;
- d. Suspension without pay;

- e. Temporary reassignment, not to exceed sixty (60) calendar days;
- f. Demotion; or
- g. Discharge from employment.

ARTICLE 8 **TESTING**

Section 8.1 **Drug/Alcohol Testing.** Lieutenants may be required to take a drug or alcohol test if the Employer has reasonable suspicion that the Lieutenant is under the influence of drugs or alcohol. Lieutenants may also be required to take random drug and/or alcohol tests and may be required to take drug and/or alcohol tests following a workplace accident or injury. These tests may be performed at a reputable testing facility. All testing will be done using accepted and recognized procedures similar to those currently in use for the City's CDL employees, including procedures to protect individual privacy. Lieutenants required to take these tests as outlined above shall suffer no loss of pay and will be supplied travel to and from the testing facility. The Employer shall pay all costs of the required tests. The Lieutenant will be provided with copies of the results of the tests.

Section 8.2 **Polygraph Testing.** Lieutenants may be required to take polygraph tests. These tests will be administered in compliance with applicable state or federal laws. The Lieutenant will be provided with copies of the results of the tests.

ARTICLE 9 **PREDISCIPLINARY CONFERENCE**

Section 9.1 Anytime the Employer or his designee determines that a Lieutenant may be disciplined for cause (including only suspensions for more than 24 work hours, reductions or termination), a predisciplinary conference will be scheduled with the City Manager or his designee to give the Lieutenant an opportunity to offer an explanation of the alleged conduct. The Lieutenant 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 9.2 The Lieutenant may be represented at the predisciplinary conference by any person he chooses. The Lieutenant and the Employer shall provide a list of witnesses to each other as far in advance as possible, but not later than one (1) hour prior to the predisciplinary conference. It is the responsibility of each party to notify their witnesses that their attendance is desired.

Section 9.3 The Lieutenant 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 Lieutenant within five (5) calendar days following its preparation.

Section 9.4 Any Lieutenant who may be subject to disciplinary action ("charged Lieutenant") and any Lieutenant being questioned regarding the charged Lieutenant shall be apprised of the following:

1. Failure to respond or respond truthfully to any questioning may result in disciplinary action;
2. The charged Lieutenant 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 Lieutenant 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;
4. The charged Lieutenant shall be apprised by the Fire Chief as to whether or not he has been suspended pending the outcome of the predisciplinary conference;
5. The charged Lieutenant may, in writing, waive the predisciplinary conference and/or submit a written statement on his behalf.

Section 9.5 Predisciplinary conferences shall be tape recorded and a charged Lieutenant shall be entitled, upon request, to a copy of the recordings not later than forty-eight (48) hours following the close of the predisciplinary conference.

Section 9.6 Any Lieutenant facing disciplinary action resulting in more than a written reprimand but not more than 24 work hours suspension may request that said disciplinary action be reviewed by the Assistant City Manager or, in his absence, the City Manager. Upon written request to the Assistant City Manager within 48 hours of receipt of written notice of recommended disciplinary action, the Assistant City Manager shall meet with the Lieutenant, 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.

ARTICLE 10 **GRIEVANCE PROCEDURE**

Section 10.1 The term "grievance" shall mean a difference or dispute between the parties or a Lieutenant 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 Lieutenant 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 Lieutenant's name and signature;
- b. Date grievance was filed in writing;
- c. Date and time grievance occurred;
- d. Where grievance occurred;
- e. Description of incident giving rise to the grievance;
- f. Articles and sections of Agreement violated;
- g. Desired remedy to resolve grievance.

Section 10.4 All grievances must be processed at the proper step in the progression in order to be considered at the subsequent steps. If a Lieutenant or the IAFF 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 Lieutenant 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 Lieutenant to the next step in the grievance procedure. All time limits on grievances may be extended upon the mutual written consent of the parties.

Section 10.5 All grievances except those relating to layoff, suspension in excess of 24 work hours, demotion or discharge (discussed in Section 10.8) shall be settled in the following manner:

Step 1. The aggrieved Lieutenant or his representative shall orally present the facts to his Captain, within seven (7) calendar days of the date on which the grievance arose or which the Lieutenant became aware of the grievance. An oral discussion form will be signed by the aggrieved Lieutenant or his representative and the Captain to reflect the date of his oral grievance presentation. The Captain shall render a decision within seven (7) calendar days from the date on which the grievance was submitted, and present same to the aggrieved Lieutenant or his representative.

Step 2. If the grievance is not resolved in Step 1, the Lieutenant or his representative shall submit a written grievance, within seven (7) calendar days after the Captain's response, to the Assistant Chief. The Assistant Chief 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 Lieutenant or his representative shall present the written grievance to the Fire Chief within ten (10) calendar days from the response to the grievance from the Assistant Chief. The Fire Chief shall respond in writing to the grievance within ten (10) calendar days from his receipt of the grievance.

Step 4. If the grievance is not resolved in Step 3, the Lieutenant or his representative shall present the written grievance to the Assistant City Manager or his designee within ten (10) calendar days from the response to the grievance from the Fire Chief. The Assistant City

Manager or his designee shall render a written decision within ten (10) calendar days of his receipt of the grievance form.

The Assistant City Manager's (or his designee's) decision concerning grievances regarding oral or written reprimands shall be final and binding and such grievance shall not be processed further and shall not be arbitrated.

Step 5. If the grievance is not resolved in Step 4, and does not concern an oral or written reprimand, the Lieutenant or his representative, with the IAFF's approval, within twenty (20) calendar days from receipt of the Assistant City Manager's (or his designee's) response to the grievance may appeal the grievance by filing written notice with the Assistant City Manager requesting a Civil Service Commission hearing. The Assistant City Manager shall direct the Civil Service Commission to conduct a hearing on the appeal within thirty (30) calendar days from the Assistant City Manager's receipt of the notice of appeal. The City's Civil Service Commission shall render a decision within thirty (30) calendar days from the completion of the hearing.

Step 6. Within seven (7) calendar days of receipt of the response at Step 5, if the grievance is not resolved to the grievant's satisfaction, the grievant may file, with the IAFF's approval, a request for arbitration. Within ten (10) calendar days of a request for arbitration, an IAFF representative and the Assistant City Manager or his designee shall meet and attempt to mutually agree to an arbitrator. If the City and the IAFF cannot mutually agree upon an arbitrator in a specific case, then the parties shall utilize the arbitrator selection procedure set forth by the American Arbitration Association.

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

Section 10.7 The costs of the proceedings, including the expenses and compensation of the Arbitrator, and the rental of facilities, (if not on the Employer's premises) shall be borne by the losing party of such arbitration. The Arbitrator shall identify the losing party. 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 IAFF. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of the witnesses called by the other.

Section 10.8 Any Lieutenant, appointed by the City Manager or his designee, who is laid off, suspended for more than 24 work hours, demoted or discharged may appeal in writing to the Civil Service Commission within ten (10) calendar days after the effective date thereof.

An appeal may be withdrawn without prejudice, and if so withdrawn, all financial liabilities shall be cancelled. Where one or more appeals involve a similar issue, those appeals may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event, the withdrawal without prejudice shall not affect financial liability.

The Civil Service Commission may affirm, reverse, vacate or modify the decision complained of in the appeal, including the substitution of any authorized disciplinary action that could have been imposed originally, provided that no claim for back wages shall exceed the amount of wages the Lieutenant would otherwise have earned at his regular rate, and in the case of discharge, less any other wages earned by the Lieutenant during the period involved while not receiving wages from the City. This will not include monies from an employment position held by the Lieutenant at the time of the disciplinary action.

Within seven (7) calendar days of receipt of the Civil Service Commission's decision, if the grievance is not resolved to the grievant's satisfaction, the grievant may file, with the IAFF's approval, a request for arbitration. Within ten (10) calendar days of a request for arbitration, an IAFF representative and the City Manager or his designee shall meet and attempt to mutually agree to an arbitrator. If the City and the IAFF 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 arbitration procedure and process shall conform to the provisions set forth in Sections 10.6 and 10.7 of this Agreement.

Section 10.9 The processing of a grievance may be started at the supervisory level at which the action which led to the grievance took place.

Section 10.10 A grievance may be brought by any Lieutenant. Where a group of Lieutenants desire 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 a majority of the members of the Lieutenants' bargaining unit agree to process it as a class action grievance and each Lieutenant desiring to be included in the class action grievance signs said grievance.

Section 10.11 The IAFF, through its president and with a majority of the members of the Lieutenants' bargaining unit in agreement, may file grievances claiming violations of the recognition clause or any claimed violation of contract rights which accrue solely to the IAFF as a labor organization and not to individual Lieutenants. Such grievances shall be initially filed within the time limits of Section 10.5, Step 1, but will be filed directly with the City Manager.

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

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

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

Section 10.15 Any Lieutenant 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. A Lieutenant may use accrued but unused vacation or holiday time during the leave. A Lieutenant found guilty by the trial court of a felony shall be summarily discharged and shall have no recourse through the grievance or arbitration procedures. If the Lieutenant is found not guilty, the Lieutenant's lost wages and seniority will be reinstated. The Employer shall continue to pay the Lieutenant's insurance premiums as provided for in this Agreement during the unpaid leave of absence.

ARTICLE 11 **PROBATIONARY EMPLOYEES**

Section 11.1 Each new Lieutenant shall be required to serve a probationary period of twelve (12) months. A newly hired probationary Lieutenant may be terminated at any time during his probationary period and shall have no right of appeal under this Agreement. A new Lieutenant, who received an internal promotion from the rank and file firefighter unit, and who is removed from the Lieutenant classification during his probationary period may, in the City's sole discretion and depending upon the reasons for the removal, be returned to the rank and file firefighter unit. New Lieutenants, who received an internal promotion from the rank and file firefighter unit, and who are terminated during their probationary period shall have a right of appeal under this Agreement.

Moreover, no later than up-to ninety (90) calendar days from his appointment, a new Lieutenant, who received an internal promotion from the rank and file firefighter unit, may voluntarily choose to remove himself from the Lieutenant classification and may, in the City's sole discretion and depending upon the reasons for the voluntary removal, be returned to the rank and file firefighter unit. However, if that voluntary decision is made more than ninety (90) calendar days from the date of his initial appointment, then that new Lieutenant will not be returned to the rank and file firefighter unit and he shall be separated from his City employment on the effective date of his resignation from the Lieutenant classification. Upon satisfactory completion of the probationary period, a new Lieutenant shall be given regular status.

ARTICLE 12 **RESIDENCY**

Section 12.1 Lieutenants shall be required to maintain residency within 40 air miles from the Blue Ash North Fire Station.

ARTICLE 13
PERSONNEL FILES

Section 13.1 Each Lieutenant may inspect his personnel file maintained by the Employer during the Lieutenant's off-duty hours at a time mutually acceptable and shall, upon request, receive a copy of any documents contained therein. If a Lieutenant 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 and approval is granted by the Fire Chief or designee.

Section 13.2 If an unfavorable statement or notation is in the file, the Lieutenant shall be given the right to place a statement of rebuttal or explanation in his file within seven (7) 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 Lieutenant's personnel file.

Section 13.3 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 13.4 The following items shall be considered public information available upon request to the Employer, from a Lieutenant's personnel file: annual salary, degree(s) held, areas of special certification, civil service status, and commendation awards. Subject to applicable state law, all other documents in the personnel file shall be considered confidential and shall not be conveyed in any manner to any person(s), outside of a government agency, unless by court order, subpoena, or written permission of the Lieutenant.

ARTICLE 14
SENIORITY

Section 14.1 Solely for purposes of vacation and compensatory time usage, "seniority" shall be computed on the basis of uninterrupted length of continuous full-time service with the Employer. For all other purposes, "seniority" shall be computed on the basis of uninterrupted length of continuous full-time service as a Lieutenant with the Employer. A termination of employment lasting less than thirty-one (31) calendar days shall not constitute a break in continuous service. If continuous service is broken and the Lieutenant is not reinstated, the Lieutenant loses all previously accumulated seniority.

Section 14.2 An approved leave of absence does not constitute a break in continuous service provided the Lieutenant follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

Section 14.3 Lieutenants laid off shall retain their seniority for a period of eighteen (18) months from the date of layoff.

ARTICLE 15
LAYOFF AND RECALL

Section 15.1 When the Employer determines that a long-term layoff or job abolishment is necessary, it shall notify the affected Lieutenants ten (10) calendar days in advance of the effective date of the layoff or job abolishment. Lieutenants 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.

Section 15.2 Lieutenants with the least seniority within the Lieutenant classification affected by a layoff shall be laid off first.

Section 15.3 Lieutenants who are laid off shall be placed on a recall list for a period of eighteen (18) months. If there is a recall, Lieutenants who are still on the recall list shall be recalled in the inverse order of their layoff. Any recalled Lieutenants requiring additional training to meet the Lieutenant qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of recall.

Section 15.4 Notice of recall shall be sent to the Lieutenants by certified mail. The Employer shall notify Lieutenants of any recall by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the Lieutenant.

Section 15.5 The recalled Lieutenant 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 16
NO STRIKE/NO LOCKOUT

Section 16.1 During the life of this Agreement or any extensions hereof, the IAFF, on behalf of the Lieutenants comprising the bargaining unit, agrees there shall be no strikes, slowdowns, walkouts, refusal to perform assigned duties, sitdowns, picketing, boycotts or any activities which interfere directly with the operation of the City or the Fire Department.

Section 16.2 In the event any Lieutenant is accused of engaging in activity in violation of Section 16.1 of this article, the IAFF shall immediately make attempts to cease the activity and resume normal work activities. The IAFF agrees not to oppose any injunctive relief sought by the City to return Lieutenants to duty and to cease any strike related activities.

Section 16.3 The IAFF agrees to be guided by Section 4117.15 of the Ohio Revised Code.

Section 16.4 During the life of this Agreement or any extensions hereof, the Employer shall not cause, permit, or engage in any lockout or otherwise prevent Lieutenants from performing their regularly assigned duties where an object thereof is to bring pressure on the Lieutenants or the IAFF to compromise or capitulate to the Employer's terms regarding a labor relations dispute.

Section 16.5 Nothing in this Article shall be construed to limit or abridge the IAFF's or the Employer's right to seek other remedies provided by law to deal with any violation of Ohio Revised Code Section 4117.11(A) or (B).

ARTICLE 17
WORK PERIOD AND OVERTIME

Section 17.1 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. Except in the case of an emergency, the City shall meet with and advise the Union of any changes to work schedules, standard work periods and standard work days. The City shall give a thirty (30) calendar day notice of a change to Lieutenants unless an emergency exists. 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 work period. Only hours actually worked, compensatory time, vacation leave, and sick leave shall be counted in determining work in excess of the standard work period. Overtime compensation shall be allowed Lieutenants in these instances only if said work has the prior approval of the City Manager or of a supervisory employee to whom the Manager has delegated scheduling authority.

Section 17.2 Overtime compensation shall be monetary compensation at the rate of one and one-half times the Lieutenant's regular hourly rate of pay that is in effect at the time overtime compensation is earned. Lieutenants may elect to take all or any part of overtime hours in the form of compensatory time, in lieu of overtime pay. Compensatory time shall be compensated at the rate of one and one-half (1-1/2) hours off for each one (1) hour of overtime worked. Compensatory time may be accumulated by a Lieutenant, but only to a maximum of seventy-two (72) hours at any given time. In the event a Lieutenant accumulates seventy-two (72) hours of compensatory time, then any future overtime hours must be compensated with overtime pay. When a Lieutenant desires to use compensatory time off that he has accumulated, it shall be scheduled and granted, with the mutual consent of the Lieutenant and the Employer, and shall be taken in increments of four (4) or more hours. A minimum of three (3) calendar days notice shall be required to request the use of compensatory time.

Section 17.3 There shall be no pyramiding of overtime.

Section 17.4 The Employer reserves the right to require any and/or all Lieutenants to work overtime when the operational needs of the department require it.

Section 17.5 If the City, in its sole discretion, chooses to follow a work schedule (e.g., "24/48") which requires the use of a "Kelly Day" or one-half (½) "Kelly Day" to reduce the total number of hours worked, then the Lieutenant, with approval from the Fire Chief -- which will not be unreasonably withheld, may choose which day of the week the applicable "Kelly Day" will occur. If a one-half (½) "Kelly Day" is used, then the Lieutenant will have the first half of his shift off.

That same designated day will be used for the entire calendar year and only may be changed with the consent of the Lieutenant and the City.

Section 17.6 If a Lieutenant is off from his regularly scheduled shift, the City, in its sole discretion, may decide to fill that particular shift, in whole or in part, with full-time fire department employees who would not receive overtime compensation for covering those hours. For example, the shift may be filled, in whole or in part, by the Chief, Assistant Chief, or by the Captain. If, however, the City decides to fill the Lieutenant's shift, in whole or in part, with fire department employees who would receive overtime compensation for covering those hours, then it initially will offer those "overtime" hours to the other off-duty and available Lieutenants. If the other Lieutenants do not accept that overtime opportunity or are otherwise unavailable, then the City may cover those applicable hours with any other fire department employee(s).

ARTICLE 18 **CALL-IN TIME**

Section 18.1 Any Lieutenant called into work at a time outside of his regularly scheduled shift shall be paid the greater of the actual time worked or the minimum of two hours at the overtime rate. Lieutenants shall be required to respond to all recall situations whenever possible.

ARTICLE 19 **WAGES AND COMPENSATION**

Section 19.1 Wage rates shall be increased 3.5 percent for fiscal year 2006(FY06) and shall be effective December 17, 2005. Wage rates shall be increased 3 percent for fiscal year 2007(FY07) and shall be effective December 16, 2006. Wage rates shall be increased 3 percent for fiscal year 2008(FY08) and shall be effective December 15, 2007.

Section 19.2 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 Lieutenants on an equitable basis. Lieutenants may be denied a pay step increase at its proper time for just cause.

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

Section 19.4 If a new Lieutenant 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 19.5 The Employer agrees to pick-up contributions to the Police and Fire Pension System paid on behalf of the Lieutenants 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.

ARTICLE 20
SPECIAL EVENTS

Section 20.1 For major special events identified as Taste of Blue Ash, Memorial Day, Summerbration, Airport Days, and July 4th festivities, a schedule shall be prepared and posted to enable Lieutenants to sign-up for overtime work at their discretion with preference of assignments based on their Lieutenant seniority. The schedule will be posted 28 calendar days prior to the event.

Section 20.2 If the event is not sufficiently staffed by the procedure in Section 20.1, the Employer will assign the overtime work starting with the least senior Lieutenant and progressing to the most senior Lieutenant to the extent possible.

Section 20.3 Lieutenants required to work overtime under this article will be given a minimum ten (10) calendar days' notice of the assignment. Unforeseen illnesses, injuries, and emergencies may require a schedule change and overtime assignment with less notice.

Section 20.4 This article shall not apply to emergencies, fire department operations, or incidental details relating to public safety activities.

Section 20.5 Any Lieutenant (who is not assigned to a regular 40-hour work week schedule) who agrees to or is required to work a Special Event on his/her off-duty day will be paid overtime compensation as follows. He/she will be paid at the rate of two times the Lieutenant's then current regular hourly rate of pay for all actual hours worked on that Special Event.

ARTICLE 21
TRADES

Section 21.1 Each Lieutenant shall be granted leave with pay for any hour or hours on which he/she is able to secure another Lieutenant who will work in his/her place without pay, provided:

- (a) A substitution shall be granted with the approval of the Fire Chief or designee.
- (b) The Fire Chief or designee shall be notified in writing on forms supplied by the City for that purpose. Forms shall be signed by both parties involved in the trade.
- (c) A Lieutenant who will not be available for notification shall secure a standby for his/her substitute (who not be able to work due to an accident or illness) when submitting the trade.
- (d) All trades must be in increments of at least 4 hours; provided, however, that no trade shall result in a Lieutenant working for a continuous period of more than 48 hours. Trades shall be limited to a maximum of two per day per Lieutenant, provided that the two trades total 24

hours. When working for someone else on a trade, the employee working the trade may not use compensatory or vacation time during those hours.

- (e) A Lieutenant who fails to report to work for a scheduled trade shall lose one and one-half hours of accrued vacation leave for each hour of scheduled trade time missed.
- (f) Requests for trades shall be submitted at least 12 hours in advance.
- (g) All trades shall be repaid within 180 calendar days of the trade.
- (h) Failure to comply with these provisions may result in discipline and denial of future requests for trades for a six month period.

ARTICLE 22 **OUTSIDE EMPLOYMENT**

Section 22.1 Outside employment of Lieutenants shall be permitted at the discretion of the City. Such request shall not be unreasonably withheld.

ARTICLE 23 **LONGEVITY**

Section 23.1 All full time Lieutenants appointed by the City Manager shall receive longevity pay computed at the rate of four dollars (\$4.00) per month for each complete calendar month of continuous service (e.g., \$144 after 36 complete calendar months from date hired, \$240 after 60 complete calendar months from date hired, \$280 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 D of the pay plan, payable in the first half of the month of December annually. Annual longevity pay is only paid to eligible Lieutenants who are on the City payroll through November 30.

Section 23.2 Lieutenants retiring within the period including June 30 through November 30 shall be eligible to receive a final longevity payment computed at the rate of \$4.00 per month for each complete calendar month of continuous service. Lieutenants retiring within the period including December 1 through June 29 shall not be eligible for a final longevity payment.

ARTICLE 24 **INSURANCE**

Section 24.1 Except as set forth below, the Employer will pay 100% of the applicable monthly premium cost for regular full-time Lieutenants to provide them with hospitalization, dental, optical and life insurance (equivalent to annual base salary rounded to the next highest thousand for natural death or single dismemberment and twice the Lieutenant's annual base salary rounded to the next highest thousand for accidental death or double dismemberment). Such insurance shall be comparable to that provided by present coverage except where any such changes are caused by new laws, carrier-initiated action, or carrier-initiated provider changes.

In interpreting this section, comparable coverage refers to single, family, two-person, or related policy coverage units in order to fulfill the obligations set forth in this Agreement.

Section 24.2 The Employer will provide a 30 calendar 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 24.3 The Employer shall maintain professional liability insurance coverage of Lieutenants, as determined by the City Manager or his designee, for the life of this Agreement.

Section 24.4 The sole determination of the insurance carrier rests with the Employer. The City Manager reserves the right to change the insurance carrier, insurance coverage or obtain self-insured status.

ARTICLE 25 **TRAVEL AND TRAINING ALLOWANCES**

Section 25.1 Any legitimate expense allowance authorized by ordinance or established City policy shall be in addition to regular compensation and shall not be deducted from compensation payable.

Section 25.2 Lieutenants 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 25.3 Lieutenants 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.

Section 25.4 Registration fees for conferences, seminars or other such events deemed to be in the best interests of the City, when approved by the City Manager or his designee, shall be paid for the Lieutenant 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, a Lieutenant 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.

Section 25.5 No monetary allowance shall be paid a Lieutenant in lieu of direct City payment of insurance expenses. Eligible Lieutenants may elect to enroll in the City's group plan for hospitalization and other insurances, but may not elect to receive monetary compensation in lieu of City payment of insurance expenses.

ARTICLE 26
CONTINUING EDUCATION

Section 26.1 The City shall compensate Lieutenants for attending continuing education programs outside of the department for maintaining Paramedic certification up to a maximum of fourteen (14) hours per calendar year.

ARTICLE 27
HOLIDAYS

Section 27.1 All Lieutenants covered by this Agreement who are not assigned to a regular 40-hour work week schedule shall receive regular holiday pay in the month of December in lieu of paid leaves of absences on holidays specifically named herein (including Good Friday as further explained below*); however, said Lieutenants required to work on any of the following listed holidays shall be paid a rate of one and one-half times their regular rate of pay for all hours actually worked, and this shall be in addition to regular holiday compensation (8 hours at regular rate of pay except Good Friday):

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

Furthermore, if a Lieutenant is regularly scheduled to work on Independence Day, Thanksgiving Day, Christmas Eve, or Christmas Day, he/she shall not be able to take any or all of those four days off, in whole or in part, through the use of vacation or compensatory time. He/she, however, may utilize a "trade" (as set forth in Article 21) to secure time off on Independence Day, Thanksgiving Day, Christmas Eve, and/or Christmas Day.

* If a Lieutenant is regularly scheduled to work on Good Friday, then he/she shall be paid at the rate of one and one-half times his/her regular rate of pay for the first twelve (12) hours actually worked during his/her work day and this shall be in addition to regular holiday compensation of four hours at the regular rate of pay.

Lieutenants who are assigned to a regular 40-hour work week schedule shall receive paid leaves of absences on the holidays referenced above in accordance with City-wide pay practices.

Section 27.2 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 Lieutenants whose regularly scheduled off days are Saturday and Sunday.

ARTICLE 28 **VACATION**

Section 28.1 Vacation leave accrues at the rate of 8 hours per full month of work for Lieutenants having completed less than 4 years of service; 10 hours per month for Lieutenants having completed 4 years of service; 12 hours per month for Lieutenants having completed 8 years of service; 14 hours per month for Lieutenants having completed 12 years of service; 16 hours per month for Lieutenants having completed 16 years of service; and 18 hours per month for Lieutenants having completed 20 years of service.

Section 28.2 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 a Lieutenant's earned vacation leave to be carried over into the following year.

Section 28.3 The scheduling of vacation shall be made by seniority (as a Lieutenant) unless the needs of the department dictate otherwise. Requests for vacation leave of one or more weeks shall be submitted to the Fire Chief for consideration no later than January 15th of the calendar year. During the period May 15 through 31 of each calendar year, Lieutenants may submit requests for additional leave of one or more weeks to the Fire Chief for consideration. All other vacation requests or requested modifications to the date(s) selected in January shall be submitted seven (7) calendar days in advance for consideration.

Section 28.4 Vacation leave shall be taken in increments of not less than four (4) hours in non-"emergency" situations. Upon two (2) hours notice (if practicable) to the Fire Chief or his designee, a Lieutenant may utilize up to twelve (12) total hours per calendar year of his/her unused and available vacation leave balance for emergency situations. Such vacation leave for emergency situations shall be taken in increments of one (1) or more hours.

Section 28.5 Upon resignation in good standing, retirement, or upon the death of a Lieutenant, said Lieutenant shall be entitled to payment of accrued but unused vacation leave based upon the Lieutenant's current rate of pay.

Section 28.6 Vacation leave usage shall be charged against the Lieutenant's vacation leave balance using the same prorata formula defined for sick leave usage in Section 29.4 of this Agreement.

Section 28.7 Lieutenants on vacation leave shall not be required to work overtime, nor be subject to recalls until such leave has been completed. This provision may be waived during an emergency period declared by the City Manager or Assistant City Manager. Lieutenants who choose to be available for overtime and recalls while on vacation leave will notify the Chief in writing prior to

said vacation leave. If the Lieutenant is on vacation leave and chooses to return to work, he will receive "credited" vacation and receive compensation (for all hours worked) at his regular rate.

Section 28.8 For Lieutenants hired by the City on or after December 1, 1989, up to six (6) years of full-time employment in a position of public safety in the service of another Ohio municipality, township, county, or the State of Ohio shall be counted for purposes of determining the number of hours of vacation for which an employee is eligible. With regard to the sole Lieutenant (Steven Hess) who was hired by the City prior to December 1, 1989, the City will continue to recognize his prior full-time employment as a firefighter in the service of another Ohio municipality, township, county, or the State of Ohio and shall continue to count such prior full-time firefighter service for purposes of determining the number of hours of vacation for which he is eligible -- up to a maximum of six (6) years.

ARTICLE 29 **SICK LEAVE**

Section 29.1 Sick leave with full pay may be granted to the extent earned and accumulated by a Lieutenant, provided that it is not abused. Credit for sick leave is earned at the rate of 10 hours per calendar month of active pay status. Additionally, the parties incorporate by reference, the provisions of the Sick Leave Policy which monitors sick leave usage -- last updated and distributed by the City on February 7, 1996.

Section 29.2 At the time of initial employment, a Lieutenant 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 29.3 A Lieutenant may use accumulated sick leave for the following purposes:

- i. In case of a Lieutenant'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. [NOTE: 48 hours for Lieutenant not assigned to regular 40 hour workweek.]
 - b. Up to twenty-four (24) hours per occurrence for death of parents (including step-parents), siblings (including step-siblings), grandparents, 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 Lieutenant's aunt, uncle, nephew, niece, or cousin. [NOTE: 24 hours for Lieutenant not assigned to regular 40 hour workweek.]

- iii. Hospitalization of Family Members:
 - a. Up to forty (40) hours per occurrence to attend in-patient hospitalization and, if necessary, care thereafter, of Lieutenant's spouse or children (including step-children), and up to eight (8) hours per occurrence for hospitalization of Lieutenant's parents (including step-parents). [NOTE: 48 hours and 12 hours for Lieutenant not assigned to regular 40 hour workweek.]
 - b. Up to sixteen (16) hours per occurrence to attend out-patient hospitalization and, if necessary, care thereafter of Lieutenant's spouse or children (including step-children), and up to eight (8) hours per occurrence for Lieutenant's parents (including step-parents). Continuing treatment for a single illness or injury shall be defined as a single occurrence. [NOTE: 24 hours and 12 hours for Lieutenant not assigned to regular 40 hour workweek.]
- iv. Personal Care
 - a. Up to twenty-four (24) hours per calendar year to attend to members of the Lieutenant's immediate family whose illness or injury requires the care of the Lieutenant. 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 Lieutenant.
- v. Medical, dental, or optical examination or treatment of the Lieutenant which cannot be scheduled during non-working hours.

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 Lieutenants 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).

Section 29.4 Sick leave shall be used in minimum increments of one hour for any hour or fraction of an hour taken by a Lieutenant. Sick leave usage shall be charged against the Lieutenant's sick leave balance as follows:

- (a) one hour for each hour (or fraction thereof) for Lieutenants working a 40-hour work week;
- (b) 0.714 hour for each hour (or fraction thereof) for Lieutenants averaging a 56-hour work week; or
- (c) a prorated percentage for each hour (or fraction thereof) comparable to the percentage used in Section 29.5(b) for Lieutenants averaging a work week of other than 40 or 56 hours.

Section 29.5 Lieutenants with sick leave accumulation of more than 180 hours shall be eligible upon written request, and upon review of and written approval by the Assistant City Manager, to knowingly and voluntarily transfer annually up to 80 hours of sick leave credit to another employee who has exhausted his/her sick leave, vacation leave, and compensatory time as a result of serious illness or injury.

Lieutenants who transfer sick leave credit to another employee must have a minimum accumulation of 180 sick leave hours in excess of the hours transferred as of the date of the written request to the Assistant City Manager.

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

Lieutenants may not receive more than a total of 2080 hours transferred sick leave during their employment with the City.

Section 29.6 Lieutenants recognize that they are expected to maintain a level of physical fitness and appearance to effectively perform their duties as a firefighter. The Employer shall establish reasonable fitness standards based upon recognized health/fitness professional guidelines with which Lieutenants shall comply. Failure to maintain these standards may result in disciplinary action.

Section 29.7 Upon resignation in good standing from the Blue Ash municipal service or upon the death of a Lieutenant, the Lieutenant or his estate shall receive one hour of monetary compensation for each eight hours of unused sick leave; the monetary compensation shall be at the rate of compensation of the Lieutenant at the time of resignation or death. If the Lieutenant is given credit for his accumulated sick leave at his next place of employment, no sick leave pay-out shall be made.

Section 29.8 Upon retirement from the Blue Ash municipal service, a Lieutenant shall receive two hours of monetary compensation for each eight hours of unused sick leave. The monetary compensation shall be at the rate of compensation of the Lieutenant at the time of retirement.

ARTICLE 30 **MISCELLANEOUS LEAVES**

Section 30.1 Leave for jury duty and related public service where such are in the best interests of both the public and the Lieutenant may be approved by the City Manager or his designee with full pay, less any compensation that the Lieutenant receives for performance of such duty or service, provided the Lieutenant promptly returns to work when excused temporarily or permanently from the jury duty or public service.

Section 30.2 Each Lieutenant who is a registered voter and who is assigned to a twenty-four (24) hour tour of duty on Election Day and who makes an honest effort to vote but is prevented from

voting due to circumstances beyond his control shall, upon the Lieutenant's request, be granted up to one hour of excused leave with pay to exercise his right to vote.

Section 30.3 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.

ARTICLE 31
INJURY LEAVE AND INJURED ON DUTY LEAVE

Section 31.1 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 a Lieutenant suffers an injury, temporary disability, extended illness or disease which makes it impossible, unfeasible, unsafe or otherwise inadvisable for the Lieutenant 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 Lieutenant may receive workers' compensation from the State of Ohio.) When a Lieutenant'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 Lieutenant 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, a Lieutenant shall return to work or be removed from the payroll entirely. The Lieutenant 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 Lieutenant can perform the duties of his job without endangering the Lieutenant or his fellow employees.

Section 31.2 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 79-014;

The following policies shall govern injured-on-duty pay for Lieutenants. The employee shall be a full-time Lieutenant 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 employee's employment and must meet the following criteria:

- (A) Criteria for Injured-on-Duty Pay
 - (1) A full-time Fire Department Lieutenant sustains an injury (or "occupational disease") while fighting or investigating a fire, administering emergency aid or in the act of performing other emergency duties.

- (2) A full-time Fire Department Lieutenant sustains an injury (or “occupational disease”) while participating in approved, scheduled, and posted bona fide training classes related to fire scene and/or emergency scene operations.
- (3) If a Lieutenant sustains an injury (or “occupational disease”) in the line of duty in a manner other than described hereinabove (Subsection 1) for which the Lieutenant believes that he is legitimately entitled to injured-on-duty pay, then that Lieutenant may present the facts and supporting documentation to the Fire Chief. After the Fire Chief reviews the matter, the Lieutenant 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 employee. The City Manager shall then determine whether or not this policy should be extended to cover, on an exceptional basis, the particular injury (or “occupational disease”) suffered by the Lieutenant. The decision of the City Manager shall be final.

Lieutenants 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, while the facts are clear. Keep copy for department files.
- (3) Forward report to Fire Chief, Assistant City Manager and City Manager.

(C) Injured-on-Duty Pay for Lieutenants

- (1) A full-time Lieutenant disabled in the performance of his duty while performing a duty as specified in Section A above shall, on recommendation of the Fire Chief and approval of the City Manager, be entitled to his base salary for the period of such disability not to exceed a total of 365 consecutive calendar days per approved Injured-on-Duty incident. The pay shall start immediately after the injured Lieutenant (or one with an “occupational disease”) has been unable to perform any duties in the fire service.
- (2) The "365 consecutive calendar days" period set forth above in Section (c)(1) refers to the maximum amount of time that a full-time Lieutenant may receive his base salary per approved injured-on-duty incident. It normally contemplates a situation where a Lieutenant is off work for 365 consecutive calendar days. If, however, that Lieutenant is granted injured-on-duty pay, returns to work before the end of the 365 consecutive 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 consecutive 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 consecutive 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 Lieutenant's treating physician concerning the injured Lieutenant's (or one with an "occupational disease") ability to work either regular or special (as determined by the City) duties. The injured Lieutenant (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 Lieutenant's injury (or "occupational disease"), the effect of the injury (or "occupational disease") on the Lieutenant's ability to perform full or limited duties, and the anticipated time period for recovery from the injury (or "occupational disease"). The Lieutenant shall authorize the treating physician to release information to the City Manager or his designee regarding the Lieutenant'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 31.3 If the City and the treating physician disagree concerning an injured-on-duty pay case, the City may send at no expense to the Lieutenant, the Lieutenant 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 Lieutenant'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 31.4 If the injured Lieutenant (or one with an "occupational disease") disagrees with the decision rendered in accordance with Section 31.3, the Lieutenant 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 Lieutenant and the City.

Section 31.5 Injured-on-duty pay is coded separately on the payroll attendance record by using the code IDP in the column marked "other". No time is deducted from the Lieutenant's sick leave balance while he is receiving injured-on-duty pay. A Lieutenant shall continue to receive vacation, holiday and sick leave credit during the injured-on-duty pay period. The injured Lieutenant (or one with an "occupational disease") shall be required to file an application for medical benefits from the

Workers' Compensation Fund of the State of Ohio. The injured Lieutenant (or one with an “occupational disease”) shall be required to assign any funds received as lost wages from Workers' Compensation while receiving injured-on-duty pay to the Treasurer of the City of Blue Ash.

ARTICLE 32
LIGHT DUTY ASSIGNMENTS

Section 32.1 When the City temporarily assigns a Lieutenant to light duty due to health or disability, the Lieutenant shall continue to receive his regular compensation and fringe benefits throughout the period of light duty. Light duty assignments shall be made at the discretion of the Employer, and shall be based upon departmental operational needs as well as the condition and abilities of the Lieutenant at the time of the disability. The Employer shall consult with the Lieutenant's attending physician in determining the Lieutenant's condition and abilities.

ARTICLE 33
SEVERANCE PAY

Section 33.1 A Lieutenant 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.

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

Section 33.3 In the event of death of a Lieutenant, any severance pay to which the Lieutenant would have been entitled shall be paid directly to the designated beneficiary, or to the Lieutenant'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 IAFF, by and through not more than three (3) Lieutenants and one (1) IAFF representative, 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. IAFF representative(s) attending such meetings shall not, if the meetings are held during their normal duty hours and their presence is necessary for the meeting, 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 IAFF representatives who will be attending. The purpose of such meeting shall be to:

- a. Discuss the administration of this Agreement.
- b. Notify the IAFF of changes made by the Employer, which affect the Lieutenants.

- 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 IAFF to share the views of the Lieutenants and/or make suggestions on subjects of interest to the Lieutenants.

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. If there is a perceived immediate health or safety issue, the parties can agree to meet at a time other than the scheduled meeting.

ARTICLE 35 **UNIFORMS**

Section 35.1 The City shall furnish all required uniforms as determined by the Fire Chief for the Lieutenants. Fitness training apparel consisting of a sweat suit and gym shoes shall also be provided to Lieutenants upon the apparel wearing out. The type and quantity shall be determined by the City.

ARTICLE 36 **PROTECTIVE CLOTHING AND EQUIPMENT**

Section 36.1 The City shall determine the need for safety equipment consistent with work requirements and will furnish, and thereafter maintain at no cost to the Lieutenant, said equipment. All protective clothing and equipment supplied by the City shall meet safety standards as required by the Ohio Industrial Commission within the times required.

ARTICLE 37 **GENERAL CONDITIONS**

Section 37.1 This written Agreement constitutes the entire agreement between the Employer and the IAFF and supersedes any and all prior agreements, whether written or oral, or expressed or implied, between or concerning the Lieutenants and the Employer. Except as set forth in Article 38, Severability, any amendment, modifications, or additions to this Agreement must be reduced to writing and duly signed by the parties to be effective.

Section 37.2 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 38
SEVERABILITY

Section 38.1 This Agreement supercedes and replaces all pertinent statutes, rules, and regulations over which it has authority to supercede 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 39
DURATION

Section 39.1 This Agreement shall be effective December 16, 2005, and shall remain in full force and effect through December 12, 2008. It is agreed that this Agreement shall renew itself automatically from year to year unless either of the parties hereto notifies the other party no earlier than 110 and no later than 60 days prior to the expiration date December 12, 2008, of its intention to terminate or modify this Agreement. Such notice shall be hand-delivered to either the City Manager or the designated member of the full-time Lieutenants' bargaining unit.

Section 39.2 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 March, 2006.

CITY OF BLUE ASH, OHIO

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS

CITY MANAGER

REPRESENTATIVE

APPROVED AS TO FORM:

ALTERNATIVE REPRESENTATIVE

MARK A. VANDER LAAN
CITY SOLICITOR