

ARTICLE 13 - LAYOFF AND RECALL

13.1 **Layoff**. Layoff shall be by seniority within the classification within each division. In the event of layoff, temporary employees, probationary employees, and part-time employees shall be laid off before any permanent full-time employees are laid off. Then the employee with the least number of years of continuous years with the City shall be the next to be laid off within the classification subject to layoff. However, the Employer is not required to follow seniority if there is an employee in the classification subject to layoff who has incurred three (3) or more instances of major disciplinary action within the twelve (12) months immediately preceding the layoff. In such event, the Employer may, in its sole discretion, lay off such employee before the first employee to be laid off on a seniority basis.

13.2 **Bumping**. An employee to be laid off for more than six (6) work days shall be given at least five (5) days' advance notice. Within five (5) days after receiving notice, the employee may exercise his right to bump. An employee may bump any less senior employee in the same classification or within any classification previously promoted from, provided the more senior employee possesses the skill, ability, and qualifications to perform the work without further training. Any employee who is bumped from his position will have five (5) days in which to exercise his bumping rights in a similar manner. Any employee who does not have sufficient seniority and/or skill, ability and qualifications to bump, shall be laid off and placed on the recall list. An employee may only exercise his bumping rights once during any layoff affecting his position.

13.3 **Recall**. Laid off employees will be placed on a layoff list and will be eligible for recall for one (1) year from the date of layoff. Recall shall be done by seniority, that is, the last person laid off shall be the first person recalled. No new employees will be hired to positions under this agreement while there are regular permanent full-time employees on the layoff list eligible for

recall unless such eligible employees decline the position when it is offered or failed to respond to the recall offer within ten days after notice to the last known address.

ARTICLE 14 - ACCESS TO CITY PROPERTY

The Union President or Business Representative shall have the right of reasonable access to such portions of the Employer's premises as are necessary to enable such representatives to communicate with the bargaining unit members. Union representatives will not interfere with the employee's work and will notify the Personnel Director before entering City property and meeting with any working employee.

ARTICLE 15 - SAFETY AND HEALTH

15.1 General Rule. The Employer and the Union agree that the safety and health of all employees are matters of the highest importance and each will cooperate in an effort to prevent injury. The Union agrees that careful observance of safe working practices and Employer's safety rules is a primary duty of all employees. The Employer agrees that there will be uniform enforcement of such rules against employees similarly situated within the bargaining unit and among said employees said rules shall be enforced without discrimination. Violation of Employer safety rules subjects the offending employee to disciplinary action. An employee shall have the right to file a grievance over unsafe conditions which remain unremedied after having been reported.

15.2 Safety Equipment. The City will provide employees with required safety equipment. Employees will sign a checklist acknowledging receipt of safety equipment items. The employees are responsible for keeping and maintaining the safety equipment issued to them. Items issued to employees which become worn out must be turned in to the Superintendent for replacement. Employees are responsible for lost and stolen safety equipment items issued to them. The employee must pay for fifty percent (50%) of the replacement cost for any item which he loses or reports stolen. The employee will be required to pay for one hundred percent (100%) of the cost to replace lost or stolen safety equipment items if the employee develops a pattern of negligence in losing equipment.

ARTICLE 16 - SENIORITY

16.1 A seniority list shall be established naming all of the employees covered by this Agreement. The employee with the greatest seniority shall be at the top of the list. Seniority shall be based upon years of continuous service and shall be determined from the employee's last date of hire by the City of Mason. Seniority shall be a factor in layoff, recall and vacation preference. Scheduled overtime will be assigned by seniority to employees qualified to do the work. In all other matters, seniority may be used by the Employer, in its sole discretion, as a tiebreaker. The seniority list shall be updated quarterly and a copy shall be sent to the Union and to the steward. All transfers from department to department, or to a separate crew of a department, will result in the employee being placed at the end of the seniority list for that department or crew.

ARTICLE 17 – HOURS OF WORK

17.1 Standard Work Week. The standard work week consists of five consecutive work days and begins at 12:01 a.m. on Sunday and ends at midnight on Saturday. During the standard work week, employees will normally be scheduled to work forty hours and, generally, the forty hours will be scheduled over five (5) days. The Employer retains the right to make occasional changes or temporary adjustments in the schedule. Nothing in this Agreement shall constitute a guarantee of hours per day or per week.

17.2 Normal Schedule. The Union recognizes that the variety of tasks and service needs which must be performed by the bargaining unit employees make flexibility of schedule necessary. The Employer and the Union understand and agree that starting time, quitting time, and break time must be governed by common sense and reason. The Employer agrees to specify starting, quitting and break times but retains the right to unilaterally change them when, in the sole discretion of management, it is reasonable to do so for business reasons. However, if there is to be a shift change on a non-emergency basis, the city will give a three (3) day notice to the employees. Starting time will be 7:00 a.m. and quitting time will be 3:30 p.m. Employees shall be given an unpaid lunch break of 30 minutes. Lunchtime is ordinarily from 11:00 a.m. to 11:30 p.m. Employees will be given two paid 15-minute breaks per day--one in the morning and one in the afternoon. Restroom breaks are encompassed within the 15-minute breaks in the morning and afternoon and the lunch break. Employees will be given ten minutes of clean-up time prior to lunch and quitting time.

17.3 Overtime. Hours worked in excess of eight hours per day or in excess of forty hours per workweek shall be compensated at the rate of time and one-half the employee's regular hourly rate of pay. Hours worked in excess of eight hours of overtime in a twenty-four hour period shall be compensated at the rate of double the employee's regular hourly rate of pay. For purposes of

overtime, "hours worked" means hours during which the employee is physically present and working at the work site. There will be no duplication or pyramiding of overtime.

17.4 Assignment of Overtime. The Employer has the right to require employees to work overtime. It is understood and agreed that "hold over" overtime need not be assigned by seniority. The term "hold over overtime". applies to the time worked after the end of a regular work day (usually less than three hours) which was not anticipated by Management and which is the continuation or finishing of work in progress at the end of the normal shift. When hold over overtime occurs, Management has the right to assign the work to the employee or employees who were doing the work at the time the regular shift ended.

17.5 Compensatory Time. Compensatory time may be taken by employees in lieu of overtime compensation. There is no limit to the amount of overtime pay an employee may take as compensatory time, provided that the number of accrued and unused compensatory hours shall not exceed ninety (90) hours. All unused compensatory time on the books as of November 30 will be converted to cash and paid on the next payroll thereafter, unless an employee elects, in writing, to carry up to fifty-six (56) hours into next year. Compensatory time cannot be taken as time off unless the employee requests the time off at least forty-eight (48) hours in advance and the employee's absence does not result in an overtime event for the City.

ARTICLE 18 – CALL-IN PAY

18.1 The Union recognizes that the City is obligated to provide public service 24 hours a day and employees must be called in to work at times other than the normal regularly scheduled shifts. Snow removal, water main breaks, dead animal removal, fallen trees, weather-related disasters are all events which periodically occur and necessitate special call-in work. Employees will be expected, weather conditions permitting, to report for work within 45 minutes after call-in when emergencies occur. The Employer will give the employee as much notice as is possible. Employees must have on file at all times with the Personnel Director a telephone number at which he or she may be reached for emergency call-in. Willful failure by an employee to respond to an emergency call-in will subject an employee to discipline. An employee called in to work at a time other than his normally scheduled work shift will be paid at the rate of time and one-half for the hours actually worked but for not less than a minimum of three hours at such rate. An employee receiving additional calls for service during the three-hour period after the first call shall not receive additional call-in pay, but shall continue to receive overtime pay for all time worked in excess of the three-hour period. An employee called more than three hours after the first call-in shall be entitled to another three-hour guarantee. When the call-in hours abut the employee's regular shift, the employee will be paid at his regular straight-time rate if the employee continues to work through his regular shift. The employee will be permitted to work his regular shift unless, in the sole judgment of management, the employee is too fatigued to safely continue on his regular shift. Seniority will be followed wherever possible but it is understood and agreed that qualification for performing the work prevails over seniority and a senior employee will be bypassed if he cannot respond within 45 minutes after the emergency occurs.

18.2 An employee may be required to wear a beeper at times designated by the employer. An employee required to wear a beeper shall be paid \$15.00 for each overnight period during which the employee is required to wear and respond to the beeper.

An employee may be required to wear a beeper on a weekend (end of shift Friday to start of shift Monday) or a holiday (end of shift prior to holiday to start of shift after a holiday). An employee shall receive \$40.00 for weekend or holiday beeper duty.

An employee may be required to wear a beeper on a weekly rotation and will be paid \$115.00 per week for carrying the beeper.

Except for employees assigned to weekly beeper duty, an employee assigned to beeper duty on a holiday weekend shall receive \$40.00 for the weekend and \$40.00 for the holiday, if assigned to beeper duty on both the weekend and the holiday.

Daily, weekend, and holiday beeper duty shall be assigned first, on a voluntary basis, if an insufficient number of employees volunteer, beeper duty will be assigned on a reverse seniority basis.

ARTICLE 19 - HOLIDAYS

19.1 Legal Holidays. The following shall constitute legal holidays for all regular full-time employees: New Year's Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve Day and Christmas Day. Holiday hours shall be increased by eight (8) hours. If any designated holiday falls on a Saturday, it shall be observed on the Friday immediately preceding it. If any designated holiday falls on a Sunday, it shall be observed on the Monday immediately following it. In calendar year 2009 bargaining unit members shall observe Independence Day on Monday, July 6, and Friday, July 3, shall be a regular work day.

19.2 Holiday Pay. An employee who does not work on a holiday shall receive eight hours straight-time pay at the employee's regular hourly rate. To qualify for holiday pay, an employee must work all scheduled hours of his last regular work day prior to the holiday and all of his scheduled hours on the normal work day immediately following the holiday. An employee who is required to work on a holiday will receive pay for the hours worked on the holiday at time and one-half his regular rate and will, in addition, receive holiday pay equivalent to eight hours at the straight time rate. An employee will not forfeit his holiday if the holiday happens to fall during a week when the employee is on vacation.

19.3 Personal Days. In addition to the legal holidays listed above, each employee will be permitted twenty-four (24) personal leave hours per year. The personal leave hours must be approved by the employee's supervisor before they are taken. Approval will not be unreasonably withheld, if there are compelling circumstances. An employee hired, recalled or returning to work after an unpaid leave of absence for the calendar year, after February 28 shall be permitted sixteen

personal leave hours per year; and after June 30, eight personal leave hours; and after September 30
no personal leave hours.

ARTICLE 20 - VACATION

20.1 Bargaining unit members shall earn vacation credit according to the following schedule:

YEARS OF SERVICE	HOURS PER PAY PERIOD	APPROXIMATE ANNUAL ACCRUAL	MAXIMUM VACATION BALANCE
DURING THE FIRST FOUR YEARS OF EMPLOYMENT	3.08	80 HOURS	200 HOURS
DURING THE FIFTH YEAR THROUGH THE NINTH YEAR	4.62	120 HOURS	300 HOURS
AFTER THE NINTH YEAR OF EMPLOYMENT	6.16	160 HOURS	400 HOURS

20.2 Members shall not be permitted to use vacation during the first six months of bargaining unit employment and may use not more than forty hours of accrued vacation during the second six months of employment in the bargaining unit.

20.3 The maximum vacation balance shall not exceed two and one-half times the member's annual accrual. Upon termination of employment a member shall be paid for the balance of unused vacation.

20.4 Service credit for computing vacation entitlement is based upon length of service with the City of Mason.

20.5 Vacation Requests. All requests for vacation shall be in writing and date stamped at the time it is submitted. A member may submit a written request for vacation at any time during the calendar year in which the vacation is to be taken. A member may submit a written vacation request for vacation in the following calendar year not more than six months prior to the date or dates of the requested vacation.

The Employer shall approve, or deny, the request for vacation in writing, according to the following schedule:

- (A) If the date of the request is sixty days or more prior to the date of the vacation requested - within ten working days.
- (B) If the date of the request is more than ten working days, but less than sixty calendar days prior to the date of the vacation requested - three working days.
- (C) If the date of the request is ten or fewer working days prior to the date of the vacation requested - within two working days, provided that a request for vacation in the same calendar week shall be deemed denied unless approved in writing prior to the date requested.

Approval of vacation shall be at the exclusive discretion of the Employer, provided that an employee may not be denied the opportunity to use his/her annual allotment of vacation in a calendar year.

Vacation requests shall be considered for approval on a first come-first serve basis, unless more than one vacation request is submitted on the same date, in which event, the more senior employee's request shall be deemed the first submitted.

If the person primarily responsible for approval or denial of vacation is absent from work for any reason, the time period for action on a vacation request shall commence upon that person's return to work, or the date of appointment of another person to act in his stead.

20.6 Emergency Absences. Accrued vacation may be used for documented emergency absences which are not covered by any other paid leave. An emergency absence is an absence caused by events beyond the employee's control and which reasonably necessitate the employee's

absence. Such absences may include damage or potential damage to an employee's real or personal property, emergency veterinary activities, and vehicular accidents on the way to work which are not the fault of the employee. The employee must submit documentary proof supporting a request for approval of emergency vacation leave.

ARTICLE 21 - INSURANCE

21.1 **Health Insurance.** All regular full-time employees covered by this Agreement shall be entitled to participate in the medical insurance plan maintained by the Employer for City employees. The coverage shall be for eligible employees and their dependents as defined in the applicable plan and the Employer will pay for the coverage, less applicable deductibles, on behalf of each employee participating in the Plan while employed under this Agreement. The insurance will include hospitalization and major medical coverage and prescription drugs.

The Employee shall share in the cost of health insurance by payment of a deductible and co-payments for services as provided for in the Plan. Payment of a deductible shall commence on January 1, 2008. The deductible paid by the Employee shall for the term of this Agreement be as follows:

	<u>Family</u>	<u>Single</u>	<u>Maximum Out-of-Pocket</u>
2008	\$800	\$400	2008 \$1800 – family
2009	\$900	\$450	\$ 600 – single
2010	\$1000	\$500	
2011	\$1100	\$550	

The maximum out-of-pocket will increase or decrease the same percentage as the percentage of cost increase to the City's plan for the previous year, but not more than 10%. For the percentage calculation purposes the plan year will run August to August, which will provide time to prepare and receive the actual expense reports and to provide employees adequate notification for changes to be implemented by January 1. The major medical coverage will have a maximum lifetime benefit of \$1,000,000 per covered person.

21.2 Life Insurance. The Employer will provide at no cost to each regular full-time employee while employed under this Agreement a life insurance policy having a death benefit of \$50,000 with accidental death and dismemberment endorsement.

21.3 Dental Insurance. The Employer will provide each eligible full-time employee with dental coverage for the employee and his or her dependents. Each employee participating in the dental plan will be required to pay a portion of the premium for the coverage. The employee's portion at the execution of this Agreement is \$1.50 per month for single coverage and \$6.00 per month for dependent coverage. Any premium increases during the life of this Agreement shall be shared pro rata by the employee and the Employer.

21.4 Disability Insurance. The Employer will provide to each full-time regular employee at no cost to the employee a program of disability insurance which will provide at a minimum:

- (A) Commencement of benefit not later than 90 days after the employee becomes disabled and is unable to work.
- (B) Annual disability benefit not less than 55 percent of employee's base annual rate (e.g., straight-time hourly rate times 2,080 hours times 55 percent).
- (C) Maximum period of disability benefit not less than 5 years.

It is understood that the insurance coverage may require underwriting and employees with pre-existing conditions may not be covered. The Employer will have no obligation to provide coverage or direct payments to any employee who is excluded or limited by rider by the insurance carrier.

ARTICLE 22 – TRAINING AND EDUCATION

If the Employer requires an employee covered by this Agreement to undergo job related training or education, the Employer will pay for the reasonable and necessary expenses including tuition, books, and testing fees. Transportation, lodging and meal expenses in the event that the training or education site is located more than 100 miles from the City Hall of Mason, Ohio, shall be reimbursed, or paid according to City policy. The City shall have the exclusive right to determine what is reasonable expense for transportation, lodging and meals.

For employees who are required by Ohio law to have a commercial driver's license while performing the duties assigned to them by the City of Mason, the City will pay the cost of the initial training material and test fee. The City will also pay the cost of the physical examination, if any, required to meet the minimum requirements for passing the commercial driver's license test to the extent that the cost of the physical is not covered by health insurance benefits under this agreement. The Employer shall have a right to receive a copy of all examination results, scores, and reports and the employee will provide any authorizations that the Employer may require in order to obtain a copy of such information. Re-test, re-examination, and renewals shall be paid for by the employee. Upon renewal, the City will pay the difference between an operator's license and a commercial driver's license.

The City will pay, in advance, for tuition, books, testing fees, and any supplies needed by employees for courses taken and passed by the employees at an accredited institution provided the courses are approved by the Personnel Director in advance. If the employee does not receive a passing grade upon completion of the course, then the Employer will be reimbursed through payroll deduction.

ARTICLE 23 - UNIFORMS

23.1 Clothing. The Employer will provide uniform shirts, trousers, coveralls, sweat shirts, and hats for each employee required to wear uniforms. Where uniforms are provided for employees, the employees must wear them properly at all times. The uniforms will be cleaned and mended at the Employer's expense, except for tee shirts. Uniforms will be supplied to each employee required to wear uniforms so that each employee has one clean uniform each work day. Each employee will be allotted eleven long sleeve and eleven short sleeve shirts and eleven trousers. These uniforms are provided by a uniform company with which the City contracts. Employees will be required to sign the standard employee uniform agreement acknowledging receipt of and responsibility for return of the uniforms. Uniforms will be replaced on an as-needed basis. Upon termination of employment, uniforms must be promptly returned, and the cost of missing uniforms will be deducted from the final paycheck.

23.2 Work Boots. The Employer will reimburse employees in the amount of \$150.00 per year toward the cost of safety boots. The Employer may require the employee to exhibit a receipt supporting the purchase of safety shoes before disbursing the shoe money to the employee. Employees will shop for and buy work boots on their own time. Management may in its sole discretion permit employees to go to the boot store during the work day.

23.3 Mechanical Tools. The Employer will reimburse its employees in the classification of mechanic up to \$300.00 per year for the purchase of tools. The Employer reserves the right to determine whether to reimburse the employee for any tool purchased. Employees must present receipts prior to disbursement. The Employer will maintain the existing insurance policy covering theft of or damage to personally owned tools for employees in the classification of mechanic. The

Employer will pay the deductible under the policy. The employee must comply with the reporting and inventory requirements under the policy and shall in any event submit to the City Manager a complete inventory of all personally owned tools on the Employer's premises before any reimbursement will be made to the employee under this provision. Any personally owned tool which is broken and for which reimbursement is sought must be turned in to the Employer before reimbursement will be made. Reimbursement will not be made for tools lost, broken, or stolen due to the employee's negligence. Employees must present receipts prior to disbursement.

23.4 The Employer will reimburse the Employees on all personal out-of-pocket expenses and allowances by the next pay period.

ARTICLE 24 – SICK LEAVE

24.1 Accrual. Sick leave accrues at the rate of eight (8) hours for each month of service to the City of Mason. For a new employee, sick leave does not accrue until the employee has successfully completed six months of employment. After successfully completing six months of employment, the employee will accrue sick leave retroactive to his date of hire by the City of Mason. Sick leave shall be cumulative without limit. Sick pay does not accrue while an employee is on extended leave of absence or while an employee is on disability suspension. Sick leave will accrue during vacation periods. It will not accrue during layoff.

24.2 Conversion. An employee who meets the age and length of service requirements of PERS and who was also in the service of the City for a period of ten continuous years prior to retirement from the City may redeem accumulated sick leave. Such redemption (or conversion) shall be at the rate of three accumulated sick leave hours exchanged for one hour of pay at the employee's regular rate of pay immediately prior to retirement. The maximum number of redeemable hours shall be 960 sick leave hours for 320 hours of regular pay. Sick leave hours are not convertible to cash under any other circumstances.

24.3 Use of Sick Leave. Sick leave may be used for personal illness of the employee; disability due to pregnancy or a pregnancy related condition; maternity leave of the employee if the employee returns to work within three months after delivery and works three months after returning; paternity leave up to forty (40) hours; nonemergency medical treatment of the employee when necessary and upon prior approval of supervisor; illness in employee's immediate family if employee's personal days are exhausted; attendance at funeral for person other than member of immediate family upon approval of City Manager, in his sole discretion.

24.4 Sick Leave Procedures. An employee desiring to use sick leave must contact his department head as early in the work day as possible but not later than fifteen minutes after the employee's scheduled starting time. In the event that the normal telephone lines to the City facilities are nonfunctional, the employee is to leave a message at the Police Department switchboard. Failure to call in within the fifteen minute period will be considered an unexcused absence. All sick leave must be approved by the employee's department head and the City Manager prior to payment. Upon approval, the employee's sick leave accumulation will be reduced. No use of sick leave will be permitted in advance of accrual.

24.5 Documentation. Before sick leave can be paid, the employee must fill out a request for sick leave and submit it to his department head for approval. A sick leave request in excess of twenty-four (24) hours must be supported with a written statement from a physician indicating the dates of the illness and authorization for the employee to return to work. If an employee has more than five incidences of illness within a 365-day period, the employee must present to the Employer (unless expressly waived by the Personnel Director) a doctor's statement and release to work for each successive incident of illness in the period. The sick leave request form is to be submitted by the employee upon his return to work. It is the employee's responsibility to make sure that his department head is advised of the employee's status within the 15-minute period on each day of absence. When an employee has a condition that he knows will require a sick leave of more than eight (8) hours, the employee must advise his Department Head of the duration of his absence on the first day and, thereafter, keep his Department Head apprised of his status at reasonable intervals.

24.6 Abuse of Sick Leave. Sick leave is granted by the Employer in order to prevent undue hardship to the employee. It is not to be considered as or used as personal days or vacation

time. Sick leave may be used only for the purposes stated in this Article. Any falsification of sick leave records or other abuse of the sick leave program will be grounds for severe discipline.

24.7 Definition of Person Other Than Member of Immediate Family. For purposes of this Article, other than member of immediate family means: daughter-in-law, son-in-law, brother-in-law, and sister-in-law.

ARTICLE 25 - FUNERAL LEAVE

Funeral leave will be granted upon approval of the City Manager to an employee who has had a death in his or her immediate family. This is a personal leave with pay and is for the purpose of permitting an employee to attend the funeral and tend to the care and needs of immediate family members in the circumstances. Up to twenty-four (24) hours leave will be permitted. This leave may be extended by the City Manager, at his discretion, upon showing of special circumstances. For purposes of this article, "immediate family" means spouse, sibling, parent, grandparent, child, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, and spouse's grandparent. The employee will provide management with a copy of the obituary or other reliable proof in the case of funeral leave for the death of persons other than the employee's spouse and children.