

ARTICLE NINETEEN

HOURS OF WORK

19.1 The standard workweek consists of seven (7) days and begins at 12:01 a.m. on Sunday and ends at midnight on Saturday. During the standard workweek, employees will normally be scheduled to work forty (40) hours and, generally, the forty (40) hours will be scheduled over five (5) days. Each work day will normally consist of eight (8) consecutive hours. The Employer retains the right to make occasional changes or temporary adjustments in the schedule. The Employer retains the right to require employees to work overtime. Upon mutual agreement of the Employer and the bargaining unit, the definition of "standard workweek" and "workday" may be modified.

19.2 Overtime means actual hours worked in excess forty (40) hours worked in a standard work period or in excess of eight (8) hours per shift. There shall be no duplication, pyramiding or compounding of overtime pay and/or premium pay. The highest rate of compensation under this Agreement is one and one-half times the normal straight time hourly rate. Upon mutual agreement of the Employer and the bargaining unit the definition of "overtime" may be modified.

19.3 Overtime will be compensated at time and one half the employee's regular hourly rate and will be based on and computed on the basis of hours actually worked. Compensatory time and sick time shall not count toward hours worked. Compensatory time may be taken by employees in lieu of overtime compensation. An employee may not maintain on the books during the year more than twenty-four (24) hours of compensatory time. Compensatory time on the books shall be scheduled by the end of November. The City shall make every effort to pay out Comp time on the books by separate check on a non-payday Friday prior to the 15<sup>th</sup> day of December. An employee may carry forward to the next year up to eight hours of compensatory time.

## ARTICLE TWENTY

### HOLIDAYS

20.1 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 and Christmas Day. Holiday hours shall be increased by eight (8) hours. If the City grants an additional holiday to non-represented city employees, the eight (8) hours of holiday shall apply to the holiday granted to non-represented employees. If the City does not grant an additional holiday to non-represented city employees, each bargaining unit member shall be granted an additional eight (8) hours of personal leave pursuant to Section 20.3. 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.

20.2 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 on the last regular work day prior to the holiday and all of their 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 their regular rate and will, in addition, receive holiday pay equivalent to eight hours at the straight time rate. An employee will not forfeit holiday pay if the holiday happens to fall during a week when the employee is on vacation.

20.3 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 (16) personal leave hours per year; and after June 30, eight (8) personal leave hours; and after September 30 no personal leave hours.

ARTICLE TWENTY-ONE

VACATION

21.1 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	240 Hours
During The Fifth Year Through The Ninth Year	4.62	120 Hours	360 Hours
After The Ninth Year Of Employment	6.16	160 Hours	480 Hours

21.2 Members shall not be permitted to use vacation during the first six months of bargaining unit employment and may use not more than forty (40) hours of accrued vacation during the second six (6) months of employment in the bargaining unit.

21.3 The maximum vacation balance shall not exceed three (3) times the member's annual accrual. Upon termination of employment a member shall be paid for the balance of unused vacation.

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

ARTICLE TWENTY- TWO

INSURANCE

22.1 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 provide 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 the 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 one million dollars (\$1,000,000) per covered person.

22.2 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 Twenty-Five Thousand dollars (\$25,000) with accidental death and dismemberment endorsement.

22.3 The Employer shall provide each eligible full-time employee with dental coverage for the employee and his or her dependents. Each employee participating in the dental plan shall be required to pay a portion of the premium for the coverage. The employee's portion at the execution of this Agreement is One Dollar and fifty cents (\$1.50) per month for single coverage and Six Dollars (\$6.00) per month for dependent coverage. Any premium increases during the term of this Agreement shall be shared pro rata between the employee and the Employer. The coverage shall be as described on Exhibit A attached hereto or its equivalent. Maximum coverage allowed per premium year is seven hundred and fifty dollars (\$750) per enrolled. Any increase in dental care policies and limits during the contract period will be applied to all employees on the same basis as applicable to all other employees.

22.4 Employees shall be eligible to participate in the optical plan outlined on Exhibit B hereto. Participation shall be optional and shall be in accordance with the terms of the plan. Each employee shall contribute, through payroll deduction, the sum of One Dollar (\$1.00) per month for single coverage and Four Dollars (\$4.00) per month for dependent coverage. Maximum coverage allowed per premium year is Two Hundred Dollars (\$200) per enrolled.

22.5 Where an employee supplies evidence that he sustained damage to or loss of personal property while performing their assigned work duties, provided such damage was not the result of willful misuse or negligence on the part of the employee, the Employer shall reimburse the employee

for the cost of necessary repairs or replacement up to a maximum of Two Hundred-Fifty Dollars (\$250) per year. All items must be inventoried and approved by the Chief of Police in order to qualify for coverage. The employee shall present the damaged property or satisfactory proof of loss for the Employer's inspection prior to repair or replacement. Repair or replacement shall be the Employer's option. Any court ordered restitution up to the amount paid under this section shall be remitted to the Employer.

22.6 The City agrees to indemnify and defend any employee from actions arising out of the lawful performance of the employees official duties as required by Section 2744.07 of the Ohio Revised Code.

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

The employer will institute the disability insurance program by November 1, 1993. 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 TWENTY- THREE

UNIFORMS

23.1 The Employer may prescribe the type of uniform to be worn by employees who are now required to wear uniforms. For those employees who are required to wear uniforms, the Employer will provide all uniform items and equipment that may be necessary for the employee to perform assigned duties, taking into account the duty assignment.

23.2 The Employer shall provide protective vests to appropriate employees and replace them as necessary in the judgment of the Chief of Police. The Chief shall consider the specifications set forth by the manufacturers of said equipment.

23.3 All uniforms and equipment, including vests, provided by the Employer remain the property of the Employer. The Employer shall pay the cost of maintaining, cleaning, repairing, and replacing of all uniforms and equipment issued to the employee. The Employer retains the right to provide for these services in the manner it deems appropriate.



## ARTICLE TWENTY-FOUR

### TRAINING

24.1 The expense for permanent, full-time employees who are required by the City to attend training schools, seminars, or other instructional or educational programs, including examination to increase their knowledge and further their competency in their occupation with the City, shall be paid by the City as follows:

- A. Registration fees, tuition charges for the training school, seminar, or education or other programs.
- B. The City shall pay for meals up to ten dollars (\$10.00) for breakfast, twenty dollars (\$20.00) for lunch, and twenty-five dollars (\$25.00) for dinner, when meals are not included within the tuition payments.
- C. The City shall reimburse for mileage expense in accordance with the City's Travel Policy and the prevailing standard issued by the Internal Revenue Service Code.
- D. Hotel or motel charges when lodging is not provided as a term of tuition payment for programs beyond Seventy-Five (75) miles from the municipal building of Mason, Ohio.
- E. Employees shall be compensated in accordance with their existing wages during the program time.

Checks are to be issued in advance for paragraphs A and D of this section and employees are required to account for all expenditures with vouchers and receipts.

## ARTICLE TWENTY-FIVE

### SICK LEAVE

25.1 Accrual. Sick leave accrues at the rate of eight hours of sick leave 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 pay shall be cumulative without limit. Sick pay does not accrue while an employee is on an extended leave of absence or while an employee is on disciplinary suspension. Sick leave will accrue during vacation periods. It will not accrue during a lay off.

25.2 Conversion Sick leave conversing is in accordance to City Policy

25.3 Sick pay may be used for personal illness of the employee; disability or illness caused by pregnancy or a pregnancy related condition; maternity leave of the employee if the employee returns to work within three (3) months of and works three (3) months after delivery; paternity leave up to five (5) days; non-emergency medical treatment of the employee when necessary and upon prior approval of supervisor; illness in employee's immediate family; attendance at funeral for a person other than member of immediate family upon approval and at the sole discretion of the City Manager.

25.4 An employee desiring to use sick pay must contact the Police Department as early in the workday as possible but not later than one hour (1) before the employee's scheduled starting time. Failure to call in at least one hour (1) before starting time will be considered an unexcused absence. All sick pay must be approved by the employee's department head and the City Manager prior to payment. Upon approval, the employee's sick pay accumulation will be reduced. No use of

sick pay will be permitted in advance of accrual.

25.5 Before sick leave can be paid, the employee must fill out a request for sick pay and submit it to their supervisor or Chief of Police for approval. A sick pay request in excess of three (3) days 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. The sick pay request form is to be submitted by the employee upon return to work. When an employee has a condition that the employee knows will require an absence of more than one (1) day, the employee must advise their supervisor or Chief of the duration of absence on the first day and, thereafter, keep their supervisor or Chief apprised of the employee's status at reasonable intervals.

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

For purposes of this Article, member of immediate family means: spouse, child, parent, or other blood relative residing within the employee's home.

ARTICLE TWENTY-SIX

FUNERAL LEAVE

26.1 Funeral leave will be granted upon approval of the City Manager to an employee who has had a death in the 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 hours (24) of leave will be permitted. This leave may be extended by the City Manager upon showing of special circumstances, e.g. distance, complications in making necessary arrangements, or other exigencies. For purposes of this Article, "immediate family" means spouse, sibling, parent, grandparent, child, mother-in-law, and father-in-law, daughter-in-law, son-in-law, brother-in-law, and sister-in-law, stepchild, stepparent, and step-grandparent. For a relative outside of the immediate family, an employee will be given reasonable time off with pay to attend the funeral, up to eight (8) hours.

ARTICLE TWENTY-SEVEN

MILITARY LEAVE

27.1 Military leave shall be granted in accordance with state and federal law, except that, entitled to leave pursuant to Ohio Revised Code Section 5923.05, the term "month" as used in that Section shall mean One Hundred Seventy-Six (176) hours within on calendar year.

ARTICLE TWENTY-EIGHT

NO STRIKE/NO LOCKOUT

28.1 The employees and the Employer will be covered by Ohio Revised Code 4117, in relationship to strikes and lockouts, as it affects the employee and the Employer.

ARTICLE TWENTY-NINE

PAYMENT AT TERMINATION

29.1 Employees who terminate their employment with the Employer, and provided the require two-week notice, shall receive compensation for the following:

- A. All vacation earned in the current year and unused vacation carried over from the previous year. In the event of death, such compensation shall be paid to the employee's estate.
- B. Holiday pay for which the employee had not already been compensated. In event of death, such compensation shall be paid to the employee's estate.
- C. "Retires" as used in this Article is to be interpreted to mean (1) service retirement, or (2) disability retirement under the Public Employees Retirement System.

## ARTICLE THIRTY

### INJURY LEAVE

30.1 An injury, which arises from and occurs in the course of an employee's employment with the City of Mason will be considered a covered injury. An employee who sustains a covered injury must:

- A. Report the injury to their department head as soon as possible after the incident causing the injury, but not later than Twenty-Four (24) hours after the incident causing the injury when the extent of the injury is not immediately apparent.
- B. Seek medical treatment deemed appropriate.
- C. Complete the appropriate Workers' Compensation forms.
- D. Apply for injury leave if the injury causes the employee to be unable to perform the employee's duties, by completing and delivering to the Personnel Director an application for injury leave.

30.2 An injury leave, like other leaves of absence, is a leave of absence without pay. It may be granted and it may be terminated by the personnel director. Termination of injury leave is subject to review by the personnel review board if requested, within ten (10) days of the termination, by the employee who was the subject of the termination of leave or denial of leave. The Personnel Director will consider in deciding whether to grant leave of absence for a covered injury, the needs of the City, the practicality of covering the work with remaining employees and temporary employees, the nature of the injury, the length of the foreseeable absence, and the likelihood that the employee will be able to return to full duties without limitations.



30.3 As a condition of obtaining or continuing leave of absence for a covered injury, the employee must fully cooperate in providing to the Personnel Director medical documentation and consents. The employee shall submit to such examinations by qualified medical professionals as the Personnel Director may require.

30.4 The personnel director will act on the injury leave application as promptly as circumstances permit, normally ten (10) days. The Personnel Director will communicate in writing to the applicant whether the injury leave is approved and, if so, the terms and conditions upon which leave is granted. If wage advancement is appropriate, the employee shall complete and execute the forms required for assignment of Workers' Compensation disability payments to the City.

30.5 If injury leave is approved and if the days of absence from work will be, in the City's estimation, compensable by the Ohio Bureau of Workers Compensation with permanent total or temporary total disability compensation payments, then the City will advance to the employee their regular wages for the period of time between approval of injury leave by the personnel director and the date that the permanent or temporary total disability payments are first issued by the Ohio Bureau of Workers Compensation. Upon receipt of the Workers' Compensation payment from the Ohio Bureau of Workers Compensation, the employee shall repay and assign to the City the compensation payments for the dates for which the employee received wage advancements from the City. In the event that the employee erroneously receives advancements for days when the employee is not totally disabled and for which the employee did not receive compensation from the Bureau of Workers Compensation, the employee will repay the advancements as promptly as possible to the City by such methods as determined by the Personnel Director. Wage advancements will cease upon the determination by the Personnel Director of any of the following:

- A. That the employee is working for remuneration of their own or for another employer.
- B. That a finding has been made by an officer of the Bureau of Workers Compensation that no temporary or permanent total disability payments will be made or that the employee's claim has been disallowed.
- C. That the employee's employment with the City of Mason has been terminated.
- D. That the employee is no longer eligible for injury leave status.
- E. That the employee is not diligently pursuing payment for workers compensation benefits.
- F. That an employee has been on injury leave status for Fourteen (14) weeks, and the Bureau of Workers' Compensation has not made a finding of special circumstances.

Determinations by the personnel director of any of the foregoing enumerated items may be appealed to the Personnel Board of Review. The appeal must be taken within Ten (10) days after the determination by the Personnel Director. The personnel review board is required to conduct a hearing within Thirty (30) days after the appeal is filed by the employee. The determination of the Board will be final.

30.6 An injured employee shall be eligible for injury leave benefits for the length of time the employee is disabled, but not to extend beyond six (6) months from the date of the injury or the date the injury leave benefits began if injury leave benefits did not commence on the date of injury. The City will permit a return to limited duty only when there is legitimate limited-duty work,

necessary and beneficial to the City, to be performed within the Department of, and within the certified capacity of, the employee. The City may require the employee to be examined by doctors of the City's choice, at the City's expense, in the event the physician's certificate presented by the employee is unacceptable to the personnel director.

30.7 An employee on injury leave who is unable to return to the full performance of duties upon expiration of injury leave shall, if the employee has accrued sick leave available, be placed on sick leave. Upon expiration of injury leave and all accrued leaves, an employee shall be removed from the Police Department complement, but shall, upon full recovery, be eligible to be reinstated to the position from which the employee was removed, for a period of five (5) years from the date of the employee's paid leave expired. An employee having a right of reinstatement under this section shall immediately apply for reinstatement upon recovery sufficient to assume the duties of the position from which the employee was removed. Failure to apply for reinstatement upon recovery shall result in termination of reinstatement rights. Engaging in any employment inconsistent with the employee's disabling condition shall be deemed "recovery" under this section. Nothing in this section shall be construed to deny an employee any rights under the works compensation laws of the State of Ohio.

30.8 An employee who must, of necessity, obtain medical treatment (therapy, doctor's appointment) for an industrial injury during hours when the employee would otherwise be working, may use sick time in order to avoid loss of pay for this time. An example of this would be an employee who had to leave work to get stitches removed or a cast removed. An employee is expected to schedule these appointments during non-working hours, if at all practicable.

30.9 The City shall continue to provide insurance benefits while an employee is on injury

leave status up to six (6) months. After six (6) months, the insurance benefits may be continued, if at all, by the employee at the employee's cost pursuant to the City's COBRA policy. An employee who is on injury leave status, shall be credited with vacation leave, provided that the employee is in a paid status for any reason, other than injury leave status, for Twelve (12) or more hours in the pay period.

30.10 If an employee is on injury leave and is absent for more than one (1) month, sick leave does not accrue for the period of time that the employee is on injury leave beyond one (1) month.

30.11 Employees are paid for holidays, which fall during the time that the employee is on an injury leave.

## ARTICLE THIRTY-ONE

### MISCELLANEOUS PROVISIONS

31.1 Auto Expense. Employees required to use their own private vehicles on Employer business shall be compensated in accordance with the rates published by the Internal Revenue Service for auto expense reimbursement.

31.2 Rules and Procedures. The Chief of Police shall report to the Labor-Management Committee at regular intervals on the progress made in the compilation of written rules, policies and procedure.

31.3 Tuition Reimbursement. The Employer will reimburse employees for the cost of tuition and books for courses taken and passed by the employees at an accredited institution provided that the courses are related to their work and are approved by the Chief in advance.

31.4 Notice of Schedule Change. Any time it is necessary to change an employee's normally scheduled work days or off days, the employee shall be notified when the schedule is changed by the E-mail system.

31.5 However, the City may continue to use volunteers to assist bargaining unit employees with various projects but shall not be used to replace a bargaining unit employee.

ARTICLE THIRTY – TWO

WAGES

32.1 Police Clerks Wage Schedule

	<u>Entry</u>	<u>After 1</u>	<u>After 2</u>	<u>After 3</u>	<u>After 4</u>
1/01/09	12.90	13.29	13.69	14.10	14.52
1/01/10	13.42	13.83	14.10	14.67	15.11
1/01/11	13.96	14.39	14.67	15.26	15.72

Police Clerk Patty Connor - Twenty-three dollars and fifteen cents (\$23.15) for term of contract plus one thousand five hundred dollars (\$1,500.00) annually in each year of three (3) year agreement as a supplement outside of the hourly rate.

32.2 Court Security Wage Schedule

	<u>Entry</u>	<u>After 1</u>	<u>After 2</u>
1/01/09	17.00	17.50	18.00
1/01/10	17.51	18.03	18.54
1/01/11	18.04	18.57	19.10

Court Security Person P. Martin to increase from eighteen dollars and sixty one cents (\$18.61) to nineteen dollars and thirty eight cents (\$19.38) effective 1/1/09, and shall receive one thousand eight hundred dollars (\$1,800.00) annually in contract years commencing 1/1/10 and 1/1/11.

Court Security Person K. Stall – Nineteen dollars and thirty eight cents (\$19.38) for term of contract plus one thousand eight hundred dollars (\$1,800.00) supplement commencing 1/1/09, and another one thousand eight hundred dollars (\$1,800.00) supplement commencing 1/1/10 and 1/1/11.

The pay supplements may be paid as an add-on to the hourly rate or distributed periodically throughout each contract year. That decision will be made by the City.

32.3 Advancement On The Salary Schedule

(A) A new hire shall remain at the Entry rate for one year. The date of

advancement shall be the member's anniversary for future step changes.  
Nothing in this section limits the right of the city to place a newly hired but experienced person at a step higher than step one.

ARTICLE THIRTY-THREE

ALLOWANCES AND BONUSES

33.1 The City shall make every effort to pay out all extra payments payable to unit members by separate check on a non-payday Friday prior to the 15<sup>th</sup> day of December.



## ARTICLE THIRTY- FOUR

### DURATION

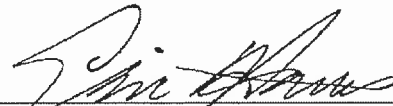
34.1 This Agreement shall be effective on March 27, 2009 and shall remain in effect through midnight, December 31, 2011.

34.2 If either party desires to modify or amend this Agreement, it shall give notice of such intent no earlier than one hundred and twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

34.3 The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining and that the entire understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, both parties, for the duration of this Agreement voluntarily and unequivocally waive the right, and each collectively or individually, with respect to any subject or matter referred to or covered by this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

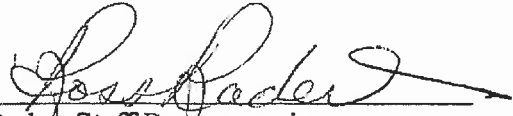
THE CITY OF MASON, OHIO



Eric Hansen, City Manager

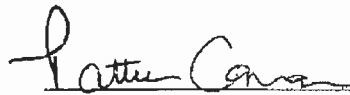
DATE: 6/29/09

OHIO LABOR COUNCIL,  
FRATERNAL ORDER OF POLICE



Ross Rader, Staff Representative

DATE: JUNE 23 2009



Pattie Connor  
Clerk/Court Security Unit

DATE: JUNE 26, 2009