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# **COLLECTIVE BARGAINING AGREEMENT**

**CITY OF MASON, OHIO**

**AND**

**TRUCK DRIVERS, CHAUFFEURS and  
HELPERS LOCAL UNION 100  
an affiliate of the  
INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS**

EXPIRATION: Midnight, December 31, 2014

AGREEMENT

THIS AGREEMENT, made and entered into this 18<sup>th</sup> day of April, 2012, by and between the CITY OF MASON, OHIO, hereinafter referred to as the "Employer", and TRUCK DRIVERS, CHAUFFEURS and HELPERS LOCAL UNION 100, an affiliate of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union", a labor organization as defined in Chapter 4117 of the Ohio Revised Code.

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## **ARTICLE 1 – PURPOSE**

This Agreement is made for the purpose of promoting cooperation and continuous harmonious relations between the Employer, its employees, and the Union.

## **ARTICLE 2 - RECOGNITION**

The Employer recognizes the Union, as the sole and exclusive bargaining agent for the purpose of representation and collective bargaining in any and all matters related to wages, hours, and terms and conditions of employment of all employees in the bargaining unit certified in Case No. 85-RC-10-4480 consisting of: all full-time and regular part-time non-uniformed employees of the Water and Sewer and Transportation Divisions of Public Service Department in the City of Mason including laborers, crew leaders, mechanics, utility workers, servicemen, maintenance men, plant operators, and equipment operators, and excluding all management level employees, clerical employees, confidential employees, supervisors and all other employees excluded by the Code. It is understood that membership in the Union is at the discretion of each individual employee. Employees in the bargaining unit covered by this Agreement have the right to participate or not participate in the Union as they see fit.

### **ARTICLE 3 – UNION MEMBERSHIP AND FAIR SHARE**

3.1 **Union Membership.** Subject to the provisions in paragraphs 3.4 and 3.5 below, all employees covered by this Agreement, who are members of the Union on the effective date of this Agreement, may remain members in good standing, and those who are not members on that date may become and remain members in good standing; all employees hired after the effective date of this Agreement may become and remain members in good standing; a member in good standing is defined as an employee who tenders the periodic dues uniformly required as a condition of acquiring and maintaining membership in the union.

3.2 **Dues Checkoff.** The Employer agrees to deduct Union membership dues from the paychecks of employees covered by this Agreement who are members of the Union. The deduction shall be made from the first pay of each month. The deduction shall be at no cost to the Union and shall be in the amount certified by the Union to the Employer. No deduction shall be made from the pay of any employee unless and until the Union furnishes to the City Manager a payroll deduction form signed and dated by the employee member of the Union authorizing the deduction. The Employer agrees to furnish to the Union once each calendar month a warrant in the aggregate amount of the deductions made for that calendar month together with a listing of the employees for whom dues deductions were made. The deduction shall be made by the Employer from each covered Union member during the term of this Agreement. The Union shall indemnify and hold harmless the Employer from any claims made against the Employer arising out of this section.

3.3 **Fair Share Provision.** It is agreed that all employees who do not join the Union or remain members in good standing shall be required to pay a fair share fee to the Union as a condition of employment. This obligation shall commence upon the successful completion of

the probationary period or sixty (60) days following the beginning of employment, whichever is less, or sixty (60) days after the effective date of this contract, whichever is later.

This provision shall not require any employee to become a member of the Union, nor shall the fair share fee exceed dues paid by members of the Union in the same bargaining unit. The deduction of a fair share fee by the Employer from the payroll check of the employee and its payment to the Union is automatic and does not require the written authorization of the employee.

**3.4 Bona Fide Religious Exemption.** Any employee who is a member of a church or religious body having bona fide religious tenets or teachings which prohibit association with a labor organization or the payment of dues to it, shall pay an amount of money equivalent to regular Union dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and a representative of the labor organization to which such employee would otherwise be required to pay dues. The employee shall furnish written proof each month to the Employer and Union that this has been done. Employees who fail to meet this requirement shall be discharged by the Employer upon demand of the Union.

**3.5 New Hires.** The Employer will notify the Union of all new hires, within the unit, within ten (10) days after their having been accepted, furnishing the Union with the new employee's name, social security number, mailing address and the position for which he or she was hired.

#### **ARTICLE 4 – INTERPRETATION OF AGREEMENT**

**4.1 Legal References.** Unless otherwise indicated, the terms used in this Agreement shall be interpreted in accordance with the applicable provisions of Chapter 4117 of the Ohio Revised Code. Where this Agreement makes no specification about a matter, the Employer, the Union, and the employees are subject to all applicable federal, state, and local laws and regulations pertaining to the wages, hours, and terms and conditions of employment for bargaining unit members. Laws pertaining to civil rights, affirmative action, unemployment compensation, workers' compensation, and retirement are not superseded by this Agreement. The conduct and grading of promotional examinations, the rating of candidates, the establishment of eligible lists from examinations and the original appointments from eligible lists are not subjects of bargaining under this Agreement.

**4.2 Savings Clause.** Should any part of this Agreement be invalid by operation of law now existing or promulgated in the future, or should any part of this Agreement be declared invalid by any state or federal court of competent jurisdiction, such invalidation shall not invalidate the remaining portions of this Agreement and such remaining portions shall remain in full force and effect. In such event, and upon written request by either party, the parties to this Agreement shall meet at a mutually agreeable time in an attempt to modify the invalid provisions of this Agreement by good faith negotiations.

## ARTICLE 5 – MANAGEMENT RIGHTS

5.1 **Rights.** The Union recognizes the Employer's exclusive right to manage its affairs and the Employer retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the State of Ohio and of the United States and the Charter of the City of Mason. 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 Employer including but without limiting the generality of the foregoing:

- (A) the right to manage its affairs efficiently and economically, including the determination of quantity, quality, frequency and type of services to be rendered;
- (B) 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;
- (C) the right to hire and set the starting rate of pay for new employees; to determine the starting and quitting time and number of hours to be worked, including overtime, lunch, coffee breaks, rest periods and clean up time; and to determine the amount of supervision necessary, work schedules and the method or process by which work is performed;
- (D) 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 in general improvement programs; and to establish, change, combine or discontinue

job classifications and prescribe and assign job duties, job content and job classification and establish wage rates for any new or changed classifications;

- (E) the right to determine the existence or nonexistence of facts which are the basis of the management decisions; to establish or continue policies, practices, or procedures for the conduct of the Service Department and its services to the citizens of Mason and, from time to time, to change or abolish such practices or procedures; the right to determine and, from time to time, redetermine the number, locations and relocations and types of its employees or to discontinue any performance of service by employees of Mason; to determine the number of hours per day or week any operation of the Service Department may be carried on except to the extent specifically limited to in this Agreement; to select and determine the number and types of employees required; to assign such work to such employees in accordance with the requirements determined by management authorities; to establish training programs and upgrading requirements for the employees within the Department; to establish and to change work schedules and work assignments; to transfer, promote, demote, terminate or otherwise relieve employees from duty; to lay off employees for lack of work or lack of funds; to determine the facts of lack of work and lack of funds; to continue, alter, make and enforce reasonable rules for the maintenance of discipline; to take such disciplinary measures as the Employer may determine to be necessary for the orderly and efficient operation of the Service Department subject to the rules and regulations of the Personnel Review Board as they exist at the time of the disciplinary action;

(F) to manage the departmental budget.

To the extent that the above rights are specifically limited by the other provisions of this Agreement, such other provisions will be controlling. To the extent that the above rights are specifically limited by the other provisions of this Agreement, alleged violations are subject to the grievance procedure.

## **ARTICLE 6 – LABOR MANAGEMENT COMMITTEE**

In the interest of peaceful industrial relations, the parties shall establish a committee consisting of four persons. Two shall be appointed by Management, and two shall be appointed by the Union. The Committee will meet on the first Wednesday of odd-numbered months. The time of the meeting will be 3:00 p.m. unless otherwise stated. The purpose of the Committee shall be to build and maintain a climate of mutual understanding and respect in the solution of common problems. The agenda of the meeting will be agreed upon and reduced to writing forty-eight (48) hours in advance of the meeting and only items on the agenda will be discussed. Pending grievances and safety complaints will be resolved at the meeting.

## ARTICLE 7 – GRIEVANCE PROCEDURE

7.1 **Definition of Grievance.** A grievance is an allegation by a bargaining unit employee that Management has breached, misinterpreted or improperly applied a specific provision of the agreement. It is not intended that the Grievance Procedure be used to effect changes in the articles of this Agreement, nor in matters not covered by this agreement.

7.2 **Applicability.** A grievance may be initiated by a member of the bargaining unit or by the Union on behalf of a member of the bargaining unit. Issues which are grieved are finally determined for the remainder of the contract when they are formally settled or allowed to expire by lack of processing to the next step. If a grievance issue affects a group of bargaining unit employees, the grievance may be processed as a class grievance and not as a series or succession of individual grievances.

7.3 **Grievance Procedure.** It is the intention of the parties that the grievance procedure work efficiently and promptly. The parties recognize that the grievance procedure will not work if it is ignored or bogged down with frivolous matters. The procedure shall be conducted in a calm and businesslike manner with courtesy, restraint, and respect shown by both Management and employees. Short extensions of the time limits will be granted through mutual agreement in writing. Where logical and appropriate, steps of the grievance procedure may be skipped as long as the skipping of steps is agreed to in writing by the parties. If a grievance is not presented within the time limits for Step One, it shall be barred. If a grievant fails to take the grievance to the next step of the procedure within the specified time limits, the answer given by the Employer in the previous step shall be final. If the Employer fails to respond within the specified time at any step, the grievance shall be automatically transferred to the next step. The

term "day" means a calendar day, except for Saturdays, Sundays, and legal holidays designated in this agreement.

- (A) Step One. A grievance must be initiated within three days after the incident was known by the grievant to have occurred. The grievance shall be reduced to writing on the grievance form and delivered to the Superintendent of Public Works or the Superintendent of Public Utilities. The Superintendent shall respond to the grievance in writing within three days after he receives it.
- (B) Step Two. If a grievant is not satisfied with the answer in Step One, the grievant must bring the grievance to Step Two by delivering it to the Personnel Director within three days after the Superintendent's Step One answer is given. The Personnel Director shall, within five days after receipt of the grievance, give his written answer.
- (C) Step Three. If the grievant is not satisfied with the Personnel Director's Step Two answer, the grievant may, within five days after the Personnel Director's answer is given, take the grievance to Step Three. Step Three is initiated when the grievant requests in writing that the grievance be placed upon the agenda for consideration at the next Labor Management Committee meeting. The Labor Management Committee will resolve the grievance.
- (D) Step Four - Arbitration. If the grievance cannot be settled at the Labor Management Committee step, the Union may request arbitration. The arbitration request must be made in writing to the Personnel Director

within ten days after the conclusion of the Labor Management Committee meeting in Step Three. Any arbitration request received by the Personnel Director must be authorized by the Union within the ten-day period. Within ten days after receipt of the arbitration request, the Personnel Director and Union President will jointly request from the Federal Mediation and Conciliation Service a panel of arbitrators. The arbitrator will be selected by alternate striking of names. A coin flip will determine who strikes first.

- (E) Arbitration Hearing Procedure. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of specific articles in this agreement. He may not modify or amend the agreement. The arbitrator shall have the power to issue subpoenas to compel attendance of witnesses. The first question to be placed before the arbitrator will be whether or not the grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its own merits before the same arbitrator. The decision of the arbitrator shall be issued in writing within 30 days after the conclusion of the hearing. The decision of the arbitrator shall be final and binding. The arbitrator shall not establish any new or different wage rates not negotiated as part of the agreement. In cases of discharge, suspension or demotion, the arbitrator shall have the authority to award modification of the discipline. The fee of the arbitrator and rent, if any, for the hearing facility shall be borne equally by the parties. The

expenses of any non-employee witness shall be borne, if at all, by the party calling such witness. The fees of the court reporter shall be paid by the party asking for one; such fee shall be split equally if both parties desire a reporter or request a copy of any transcript. A member of the bargaining unit who is required to testify at the hearing will be released from his regularly scheduled assignment, if on duty, to testify at the hearing.

**7.4 Grievance Representatives.** The investigation and writing of grievances shall normally be on non-working time. With the prior approval of a supervisor, a grievance representative may be released from duty to meet briefly with a grievant, if the grievant's schedule, or work location would not be conducive to an investigative meeting on non-working time. The employer shall, to the extent possible, attempt to schedule grievance meetings provided for in the steps of this procedure at a time when the grievant and his representative, if he chooses to have one present, are on duty. Neither a grievant nor a grievant's representative will receive overtime pay for time spent in grievance activities.

**7.5 Grievance Form.** The Employer and the Union shall develop jointly a grievance form. Grievance forms will be supplied by the Union at no cost to the Employer. The form shall be designed to include at least the following information: a statement of the grievance and the facts involved; the Article and Section of the agreement allegedly violated; the remedy requested; and the signature of the employee(s) and/or his representative.

## ARTICLE 8 - UNION STEWARDS

8.1 The Employer will recognize a chief steward and a steward. The chief steward will be elected. The chief steward shall appoint the steward. The Union will notify the Employer in writing of their designation as chief steward and steward.

8.2 The Employer is only required to recognize and deal with one steward at a time, i.e., the Employer is not required to allow more than one steward to attend grievance meetings on work time. The chief steward and steward will be the grievance representatives in the grievance procedure and will also serve as employee representatives in disciplinary matters. In any disciplinary matter, an employee may request representation from within the unit.

8.3 The Union may define the duties of stewards.

8.4 The chief steward and steward will also serve as the bargaining committee. When serving on the bargaining committee, the chief steward and steward may attend negotiation sessions during their scheduled duty hours if they are scheduled for duty during the time of the negotiation sessions. They will be paid at their regular rate for their scheduled duty hours during which they attend negotiation sessions. They will not, however, be paid for time spent beyond their regularly scheduled hours. At the end of the negotiation session, they shall return to their regular duties if the session ends before the end of their regularly scheduled shift.

## **ARTICLE 9 PROBATION**

**9.1 New Employees.** All regular employees, both full-time and part-time, shall serve a probationary period beginning on the date they commence work and ending six months later. During the probationary period, the Employer has the right to terminate the employment of the employee with or without cause. The employee shall not receive seniority during the probationary period. Upon successful completion of the probationary period, an employee's seniority shall be counted from his date of hire.

**9.2 Promoted Employees.** An employee promoted to a new position shall serve a probationary period of ninety (90) days. During this probationary period, the Employer shall evaluate the performance of the employee in the new position, and if the Employer determines, in its sole discretion, that the employee is unsuitable for the new position, the Employer shall return the employee to his former position and rate of pay. A promoted employee may elect to return to his former position and rate of pay within ten (10) days after the date upon which he begins work in the new position.

**9.3 Pay Upon Completion of Probation.** Any increases in pay due an employee upon successful completion of probation shall be effective at the beginning of the payroll period next following the day upon which probation ends.

## **ARTICLE 10 - DISCIPLINE**

**10.1 Scope.** The parties recognize that discipline is essential to the operation of the City and agree that fair discipline is necessary for the public interest and the morale and welfare of the employees. The object of these provisions is to assure that the relevant facts are fairly developed so that an informed decision can be made by the Employer regarding whether and the extent to which discipline shall be imposed. All disciplinary action shall be taken and governed exclusively by the provisions set forth in this Article and Article 24.

**10.2 Discipline for Cause.** No bargaining unit member shall be disciplined by a reduction in pay or position, suspension, written reprimand, or dismissal except for cause. Cause shall include, but not be limited to: dishonesty, bribery, misconduct, neglect of duty, habitual drunkenness, illegal use of controlled substances, incompetent, or refusal to obey orders given by proper authority. It is understood and agreed that probationary employees may be dismissed with or without cause.

**10.3 Progressive Discipline.** Forms of disciplinary action will be written warning; written reprimand, suspension without pay; demotion or discharge. Discipline will be applied progressively but it is understood that some serious violations may warrant immediate dismissal. In following the principle of “the punishment should fit the crime,” the Employer will take into account the nature of violation, the employee’s record of discipline, and the employee’s record of performance and conduct.

**10.4 Procedure.** Upon conclusion of any investigation into employee misconduct, and if the Employer believes that an employee is guilty of an act or omission for which disciplinary action is warranted, the Employer will without unnecessary delay, not to exceed thirty (30) days, take the following steps:

- (A) The employee will be notified that he is accused of conduct for which discipline is contemplated and the employee will be advised of the nature of the alleged conduct.
- (B) The employee will be advised of the time and place of a pre-disciplinary conference with the Personnel Director, and his right to bring with him to the conference a Union Steward.
- (C) At the conclusion of the conference, the Personnel Director shall do one of the following:
  - (1) Dismiss the allegations as unfounded without record.
  - (2) Impose appropriate discipline of record.
  - (3) Continue the conference for not more than 48 hours.
- (D) If the discipline imposed is a suspension, demotion, or discharge, the Union will be notified by the Employer and will be given an opportunity to meet with the Personnel Director within 48 hours after the conference. Any agreement reached by the Union, the employee and the Employer at this stage shall be final and binding on the Union, the employee, and the Employer and shall not be subject to further appeal.
- (E) If no binding agreement is reached, the Employer will impose the disciplinary action and, if the disciplinary action consists of suspension, demotion, or discharge, the employee will then have the right to submit the matter to arbitration under the grievance procedure.

## ARTICLE 11 - DRUG FREE WORKPLACE

All drug testing performed on employees shall be conducted in accordance with the following policy:

### **11.1 Definitions.**

- (A) Drug Test. A urinalysis test administered under approved conditions and procedures to detect drugs.
- (B) Reasonable Suspicion. An apparent state of facts and/or circumstances found to exist upon inquiry by the supervisor, which would induce a reasonably intelligent prudent person to suspect the employee was under the influence of drugs/narcotics.

### **11.2 General Rules.**

- (A) Employees shall not take any narcotic or other dangerous drug unless prescribed by a person licensed to practice medicine. Employees who are required to take prescription medicine shall notify their immediate supervisor of the medication prescribed. Any statutorily defined illegal use of drugs by an employee, whether on or off duty, is prohibited.
- (B) All property belonging to the City, including the entire premises of the City, is subject to inspection at any time without notice as there is no expectation of privacy.
  - (1) Property includes, but is not limited to, city-owned vehicles, desks, files, and storage lockers.

- (2) Employee-assigned lockers (including those that may be locked by the employee) are subject to inspection by the employee's supervisor in the presence of the employee.
- (C) All employees who have a reasonable basis to suspect that another employee is illegally using drugs or narcotics, shall immediately report the facts and circumstances of such use to their supervisor.
- (D) Failure of any employee to comply with the intent or provisions of this Article constitutes grounds for disciplinary action, including dismissal, or other action determined appropriate by the Personnel Director. Refusal by an employee to take a required test, i.e., a test that is ordered based upon reasonable suspicion as defined or under circumstances described below, will result in immediate relief from duties pending disposition of any administrative personnel action. A refusal occurs if the employee fails to agree to submit to a required test within two (2) hours of receiving the order.

**11.3 Policy-Drug Testing/Urinalysis.**

- (A) Employees shall be required to submit to a test for drug or narcotic use as outlined below:
  - (1) The Personnel Director may order a drug test when he has reasonable suspicion of drug use by an employee due to one or more of the following criteria: (a) incapable to perform his/her assigned duties, (b) reduced productivity, (c) excessive vehicle accidents, (d) high absenteeism, (e) other behavior inconsistent

with previous performance, or (f) the employee is using, has possession of, has sold or is under the influence of drugs (illegal or prescribed), or narcotics. The evidence shall be made available to the employee.

- (2) The Superintendent may order a drug test: (a) where he has reasonable suspicion that an employee is using, or is under the influence of drugs or narcotics; (b) where the employee causes substantial property damage; (c) where there is on-duty injury to the employee or another person which requires hospital admission.
- (3) The employee shall be advised of circumstances surrounding the order to test under 11.3(A)(2)(a), 11.3(A)(2)(b) and 11.3(A)(2)(c) above.
- (4) Whenever practical, prior approval should be obtained from the Personnel Director before the Superintendent orders the test.
- (5) A Superintendent who orders a drug test when he has reasonable suspicion of an employee's usage or possession, or that an employee is under the influence of drugs, shall forward a report containing the facts and circumstances directly to the Personnel Director.
- (6) Test results reporting illegal drugs, narcotics, the use of controlled substances without a lawful prescription, or the abuse of prescribed drugs, will be submitted to the Personnel Director.

(B) In the event that an employee is required to submit to a drug test, the following guidelines should be observed:

(1) The employee shall be granted enough time to change from uniform to street clothing if the employee has street clothes in his locker.

(2) The employee will be transported to the designated testing center by a supervisor.

(3) The employee may request that a City employee of his/her choice be present for the transportation and test, provided said individual is off duty and reasonably available.

(4) A controlled test will be conducted by personnel of the testing site.

(5) Subject to the rules of the testing authority the employee may have an observer for the test.

(6) The sample will be properly labeled, sealed, and turned over to the site personnel by the employee.

(7) All parties involved will be transported back to the Municipal Building.

(8) If the employee is held over his/her assigned time, he/she will be compensated for that time.

(C) A negative test result shall bar the City from discipline for and the use or abuse of drugs in violation of this policy.

(D) A positive test result, after a second qualifying test, may result in discipline.

(E) Employees who have been found to be using illegal drugs or narcotics, or abusing prescription drugs, shall be provided a hearing before the City Manager or his designee where evidence is presented and preserved, before final action is taken against the employee.

## ARTICLE 12 - PERSONNEL FILES

12.1 For purposes of this Section, "personnel file" means the official employee personnel file in the custody of the City Manager or his designee.

12.2 Each notation of disciplinary action taken with respect to an employee shall remain in the personnel file unless such action is subsequently reversed or dismissed, in which case, the notation shall be expunged. Unsubstantiated allegations of misconduct which did not result in disciplinary action noted of record in the personnel file shall be removed from the personnel file.

12.3 Records of Written Warnings and Written Reprimands shall be automatically expunged from the employee's personnel file after 18 calendar months from the date of that discipline and shall not be considered when imposing future discipline.

12.4 Records of suspensions of five (5) days or less noted in an employee's personnel file more than two (2) years prior to a current offense shall not be considered in imposing future discipline.

12.5 An employee covered hereunder shall be allowed to review his personnel file at a reasonable time during non-working time upon written request to the City Manager or his designee. The file shall not be removed under any circumstances by the employee from the area designated for his review of the file. Personnel files shall be treated with confidentiality and their contents shall not be disclosed to persons other than the City Manager, Assistant City Manager, City Personnel Director, City Finance Director, Superintendent of Divisions wherein the employee works, and legal counsel for the City without the employee's consent unless the Employer is required by law, subpoena or court order to do so.

### **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 service 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 discretion considering major disciplinary history and seniority, lay off such employee before the first employee to be laid off on a seniority basis. Major discipline means any situation where an employee is given unpaid time off. If an employee is allowed to use paid leave during such discipline, it shall still be considered major discipline.

**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 18 months 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 carry a City-provided beeper, cell phone, or other device at times designated by the employer. An employee required to carry a beeper, cell phone, or other device shall be paid \$16.00 for each overnight period during which the employee is required to carry and respond to the City-provided beeper, cell phone or other device.

An employee may be required to carry a City-provided beeper, cell phone or other device 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 \$42.00 for weekend or holiday beeper, cell phone or other device duty.

An employee may be required to carry a City-provided beeper, cell phone, or other device on a weekly rotation and will be paid \$125.00 per week for carrying the beeper, cell phone, or other device.

Except for employees assigned to weekly beeper, cell phone, or other device duty, an employee assigned to beeper, cell phone, or other device duty on a holiday weekend shall receive \$42.00 for the weekend and \$42.00 for the holiday, if assigned to beeper, cell phone, or other device duty on both the weekend and the holiday.

Daily, weekend, and holiday beeper, cell phone, or other device duty shall be assigned first, on a voluntary basis, if an insufficient number of employees volunteer, beeper, cell phone, or other device 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. 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.

**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 high deductible 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. The insurance will include hospitalization and major medical coverage and prescription drugs.

On or about January 1, 2012, the City shall make a one-time deposit to the employee's Health Savings Account. The City shall deposit \$240 for Singles and \$500 for Families. If the Federal statutory minimum deductible for HDHP increases above \$2400, the employee and the City will share the cost 50/50.

The Employee shall share in the cost of health insurance by payment of a co-pay on premium, a deductible and co-payments for services as provided for below and in the Plan. In 2012, employees will contribute \$25 per month for singles and \$50 per month for families. Deductibles will be \$1200 for singles and \$2400 for family. The City will match an employee's contribution to their HSA account up to \$240 per year for single, and 500 per year for family. Once the employee has reached their deductible, coverage is at 100% for all medical, hospitalization and prescription drugs. There are no co-pays, prescription costs or other expenses to the employee after the deductible.

In 2013 and 2014, singles will contribute \$50 per month for premium and families \$100 per month. Deductibles will be \$1500 for singles, and \$3000 for family. The City will match the employee's contribution in an HSA account up to \$350 per year for singles, and up to \$750 per year for families. Once the employee has reached their deductible, coverage is at 100% for all medical, hospitalization, and prescription drugs. There are no co-pays, prescription costs or any other cost to the employee after the deductible.

**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.

To the extent provided for by City policy, 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; and illness in employee's immediate family if employee's personal days are exhausted. For the purposes of this provision, "immediate family" includes the employee's current spouse, child, step-child, brother, sister, parent, step-mother/father mother/father-in-law and grandparents.

**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 Disciplinary Guidelines for Absenteeism.** The parties recognize that absenteeism can impair production, impede service to the public and burden employees who must cover the workload of absent employees. The Employer expects employees to appear on time every workday ready and able to perform their duties. The Employer also recognizes that, on occasion, circumstances arise that make absence unavoidable. The term "absence" means a day that the employee is not present to do his job, regardless of the reason or excuse (except for vacation, holiday, FMLA leave, or compensatory time day).

- (A) An employee will be considered tardy when reporting one minute or more after the employee's scheduled starting time.
- (B) Employees who are tardy will be docked for work time missed in increments of 6 minutes.
- (C) An employee who incurs two unexcused tardies or one unexcused absence in a 6-month period will be given a written warning. An employee who incurs three unexcused tardies or two unexcused absences within a 365-day period will be given a written reprimand. Unexcused tardiness or absence during a 365 day period in excess of three unexcused tardies or two unexcused absences may subject an employee to severe discipline.
- (D) At the discretion of the employee's departmental superintendent, a day of absence or a tardiness will be "excused" if the reason for the absenteeism or tardiness is verified and found to be legitimate. It is the employee's

responsibility to provide such information. False information or attempts to provide erroneous information may lead to immediate dismissal.

- (E) It is understood that the Employer retains and has not waived the right to remove and replace employees who have chronic attendance problems. The city may evaluate whether an employee has a chronic attendance problem when an employee is absent 12 or more days in a rolling year. If the City determines that an employee has a chronic attendance problem, then it may administer discipline pursuant to the provisions of Article 10.

## 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.

## **ARTICLE 26 - MILITARY LEAVE**

Employees who are members of a reserve component of the Armed Forces, the Ohio National Guard, the Ohio Defense Corps, or Ohio Naval Militia, and who are obligated to appear for temporary active duty or field training duty (but not weekend reserve meetings, weekend drills or the like) shall be paid the difference, if any, between their military pay and their straight-time pay for the hours that they would have been scheduled to work for the period not to exceed a maximum of two hundred forty-eight (248) working hours per year. When such military service is carried out at the option of the employee, the City will grant the employee a military leave of absence but it will be without pay.

## **ARTICLE 27 - COURT TIME**

An employee will receive his regular straight time pay during his scheduled hours of work when he is absent therefrom because he is serving as a juror. An employee is required to appear for work on all regularly scheduled work days during the hours that the employee is not required to be present in court or in the jury room.

An employee who is subpoenaed to appear in a legal proceeding by virtue of the employee's employment with the City will not lose compensation for the time spent in the legal proceeding if the legal proceeding occurs during the employee's normally scheduled work hours.

An employee who is subpoenaed to appear in a legal proceeding which is not related in any way to the employee's employment with the City will be granted a leave of absence without pay upon approval of the City Manager.

When notified, the Employee and the Employer shall by mutual agreement, reschedule any vacation or holiday which may occur while an Employee sits as a juror or alternate juror.

## **ARTICLE 28 - WAGES**

Wages shall be as described on Exhibit "A" to this Agreement.

A bargaining unit member receiving additional compensation under the "Licensure Requirements" set forth on Exhibit "A" shall be notified in writing if such license is no longer required. If a license is no longer required, the member shall not receive the additional compensation set forth in Exhibit "A". However, the member's hourly rate, inclusive of the additional licensure compensation, as of December 31, 2002 shall be "red circled" and shall remain in effect until the classification rate of the member's position equals or exceeds the member's red circled rate.

**ARTICLE 29 – SUB-CONTRACTING**

The Employer will not commence the contracting out of work customarily performed by bargaining unit employees if any full-time bargaining unit employees are then on layoff or if the contracting out of such work would cause the layoff of full-time bargaining unit employees.

## ARTICLE 30 – LEAVE OF ABSENCE

**30.1 Unpaid Leave of Absence.** Leaves of absence are disruptive and expensive to the City and are not encouraged. Leaves of absence will be granted in cases of bona fide necessity, emergency, or when required by applicable law. The rules for leaves of absence will be strictly enforced.

(A) Unpaid leave of absence for reasons other than new child care, immediate family invalid care, or employee illness. A leave of absence is a definite period of time during which an employee is absent from work and during which the City will guarantee reinstatement to the same job or a similar job upon the employee's return. A leave of absence will not last longer than 60 calendar days. Only full-time employees who have satisfactorily completed at least one year of continuous service will be eligible to request a leave of absence. A leave of absence request must be made in writing to the Personnel Director. The request must specify the exact dates of the leave, the reasons for the leave, and the promise of the employee to return to work at the stated return date. The request must be supported by appropriate documentation. The request must be notarized. Leave requests will be evaluated on a case-by-case basis. The chief factors in evaluating a leave request are:

- (1) The likelihood that the employee will in fact return on the stated date in a condition to fully and satisfactorily perform available work; and

- (2) Whether the employee's absence can be efficiently and economically covered without undue burdens on the remaining employees. Other factors which may be considered are the employee's length of service, position, and performance record. It is, of course, necessary that the reason given for the leave request be urgent and bona fide.

If the leave request is approved, the City will give the employee written confirmation. The confirmation will inform the employee of any additional conditions of approval and obligations of the employee with respect to the leave. An employee who fails to observe the conditions of the leave will be deemed to have voluntarily quit. In the event that changed circumstances render it impossible for the employee to comply with leave conditions, the employee may request in writing an extension or modification. The request must be made with the same formalities as required for an original leave request.

- (B) Unpaid leave of absence for new child care, immediate family invalid care, and employee illness. To be eligible for a leave of absence under this section, an employee must have worked for the City of Mason for at least 12 consecutive months prior to requesting leave and, during those 12 consecutive months, the employee must have worked no less than 1,250 hours.

This subsection applies only to unpaid leaves of absence for the following reasons:

- (1) To care for the son or daughter of the employee during the child's first year of life.

- (2) Because of the placement with the employee of a son or daughter for adoption or foster care when the son or daughter is under 18 years of age or, if over 18 years of age, is incapable of self-care because of disability.
- (3) In order to care for the spouse, son, daughter, or parent of the employee, if such spouse, son, daughter, or parent has an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical facility, or that involves significant continuing treatment by a licensed medical doctor, osteopathic physician or other legitimate provider of recognized efficacious medical treatment.
- (4) Because of the inability of the employee to perform the functions of his or her position due to the employee's illness, injury, impairment or a physical or mental condition involving inpatient care in a hospital, hospice or residential medical care facility or that involves continuing treatment by a medical doctor, osteopathic physician, or other bona fide legitimate provider of recognized efficacious medical care.

An employee who meets the service eligibility requirements of this subsection and who submits a written, notarized leave request accompanied by appropriate documentation of the need for leave for any of the reasons enumerated in the preceding paragraph, shall be entitled to

an unpaid leave of absence up to a total of 12 work weeks of leave during the 12-month period immediately following the occurrence or onset of the event for which leave is requested under this subsection. The total amount of leave granted under this section shall not exceed twelve weeks in any twelve-month period.

Leave for the reasons stated in items 30.1(B) and 30.1(B)(2) above concerning childcare may not be taken intermittently. Leave for reasons listed in items 30.1(B)(3) and 30.1(B)(4) above concerning invalid care and employee illness may be taken intermittently when medically necessary. If an employee requests intermittent leave for planned medical treatment, the City may require the employee to transfer temporarily to another position for which the employee is qualified, having equivalent pay and benefits, which better accommodates the recurring periods of intermittent leave.

At the beginning of the 12-week period of leave requested by the employee, the employee must use any available vacation time concurrently with the leave granted in this section.

Employees are required to submit leave of absence requests as far in advance as possible. In case of leave-causing events which are foreseeable, the employee must provide the City with a request for leave not less than 30 days in advance of the foreseeable event or occurrence.

In the event that two employees of the City are husband and wife and are both eligible employees of the City, the aggregate number of work weeks of leave to which both may be entitled will be limited to 12 work weeks during any 12-month period if leave is taken for child care under items 30.1(B) or 30.1(B)(2) above or for invalid care of a sick parent under item 30.1(B)(3) above.

(5) When leave is requested for invalid care or employee illness as defined in items 30.1(B)(3) or 30.1(B)(4) above, the City will require, as a condition of granting leave, adequate documentation of the medical facts claimed by the employee as the basis for requesting leave. The employee shall provide to the City a legitimate, bona fide, legible report which provides:

- (a) The identity, specialty, address, telephone number, and state professional license number of the health care provider signing the report.
- (b) The exact medical diagnosis of the condition for which the leave of absence is requested.
- (c) The date of onset, progress summary of the condition, and the probable duration of the condition to the best of the physician's knowledge with reasonable medical certainty.
- (d) Medical facts of the condition, including the objective and subjective signs and symptoms, test results, and/or x-ray findings which form the basis of the diagnosis and prognosis, the specific cognitive and functional limitations imposed by the medical condition, and, in the case of illness of the employee, a description of the specific job functions of the employee which would be impaired by the medical condition.
- (e) A competent opinion describing the nature of, frequency of and duration of the time required of the employee to

provide necessary care for the invalid subject of the leave request.

- (f) If the leave request involves intermittent leave for planned medical treatment, an opinion setting forth the nature of the treatment, the dates upon which it will be rendered, the duration of the treatment, and the probable convalescent time after the treatment.

In the event that the employee is unable to obtain the above information within ten days after the date of submission of the leave request, the employee may be granted leave temporarily upon execution by the employee of an authorization in favor of the City to obtain directly from the medical providers involved the information set forth above.

If, upon receipt of the information set forth above, the City has reason to doubt the validity or competency of the information provided, the City may require the employee to submit to an independent examination by a health care provider designated by the City and paid by the City. In the event of disagreement between the employee's health care provider and the health care provider designated by the City, the City may require review by a third health care provider designated or approved jointly by the City and the employee. The cost of the third opinion will be borne by the City, and the third opinion will be final as to the facts known at the time of the review. The City may require subsequent evaluation on a reasonable basis as the medical condition progresses or develops.

An eligible employee who takes leave of absence under this subsection for the reasons stated in this subsection will be entitled, on return from such leave, and having complied with the requirements of the City as conditions of the leave, to be restored to the position held by the

employee at the beginning of the leave or an equivalent position with equivalent benefits and pay. Seniority and vacation do not accrue during the period of leave. However, during the period of leave under this subsection, the City shall maintain the employee's group health insurance coverage under the terms, conditions, contributions, and costs that would have applied had the employee not taken the leave of absence. In the event that the City changes insurance companies or plans during the period of leave, the employee on leave will be treated in the same manner as an employee actively at work having the same medical conditions and dependents.

In the event that an employee fails to return from leave after the period of leave to which the employee is entitled has expired and fails to return for a reason other than the continuation, recurrence or onset of a serious health condition entitling the employee to leave under items 30.1(B)(3) and 30.1(B)(4), or for circumstances clearly beyond the control of the employee, the Employer may recover the premium paid by the Employer for maintaining health coverage for the employee during the period of unpaid leave.

The City will ordinarily require, in the case of an employee returning from leave due to his or her own illness, appropriate documentation from the employee's physician certifying that the employee is in fact capable of returning to full performance of the essential functions of his or her job.

### **ARTICLE 31 – BARGAINING UNIT WORK**

It is understood and agreed that foremen are working foremen and may work with the tools. During the regular workday, the Superintendent may work with the tools as long as no bargaining unit member is laid off thereby. On overtime, management personnel will not perform bargaining unit work when bargaining unit employees would thereby be deprived of the overtime opportunity. When the overtime work is essentially a "one-man job," the foreman or Superintendent on duty may lend incidental assistance to the bargaining unit member performing the overtime work.

### **ARTICLE 32 - BULLETIN BOARD**

The City will provide a lockable bulletin board at the City Garage and at the Water Treatment Plant. The Union steward shall be given a key and shall be responsible for keeping the boards neat, clean and free of obscene and vituperative matter. The Union may post on the board notices relating to official Union business and items of importance to the members of the bargaining unit.

### **ARTICLE 33 - DURATION AND TERMINATION**

This Agreement shall be effective on January 1, 2012 and shall remain in effect through midnight on December 31, 2014.

If either party desires to modify or amend this Agreement, it shall give notice of such intent no earlier than 120 calendar days prior to the expiration date, nor later than 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 calendar weeks upon receiving notice of intent.

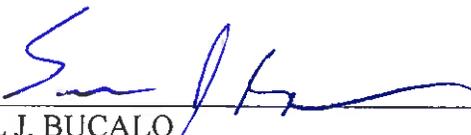
The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining and that the entire understandings and agreements arrived at by the parties 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 to bargain 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 parties shall continue in force and effect all of the conditions of the existing collective bargaining agreement without resort to strike or lockout for a period of sixty days after either party gives notice to negotiate or until the expiration date of this Agreement, whichever occurs later.

**CITY OF MASON**

By:  Date: 4/26/12  
ERIC HANSEN  
CITY MANAGER

**TRUCK DRIVERS, CHAUFFEURS and HELPERS LOCAL UNION 100**

By:  Date: 4-18-2012  
SAMUEL J. BUCALO  
SECRETARY-TREASURER

By:  Date: 04/18/2012  
GLEN JANSON  
CHIEF STEWARD

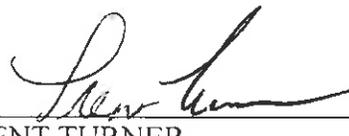
By:  Date: 4-18-2012  
TRENT TURNER  
NEGOTIATING COMMITTEE

EXHIBIT "A"

	Effective 1/1/12	Effective 1/1/13	Effective 1/1/14
Maintenance Worker I (Entry Level)	18.24	18.60	18.97
Maintenance Worker II  (Upon Completion of Probationary Period)	20.48	20.89	21.31
Maintenance Worker III (Public Works)	25.04	25.54	26.05
Maintenance Worker III (Public Utilities)	24.60	25.09	25.59
Mechanic (Entry Level)	21.88	22.32	22.77
Mechanic  (Upon Completion of Probationary Period)	26.43	26.96	27.50
Plant Operator (Entry Level)	20.05	20.45	20.86
Plant Operator (Upon Completion of Probationary Period)	23.68	24.15	24.63

As to employees hired after January 1, 2012, the following shall apply:

- a. Maintenance Worker I shall be a field training position;
- b. Maintenance Worker II is defined as Maintenance Workers who have obtained their CDL, have performed adequately as a Maintenance Worker I for one year after completion of their probationary period, and who has been checked off on all pertinent equipment;
- c. Maintenance Worker III is defined as a Maintenance Worker who has performed adequately as a Maintenance Worker II for at least one year.

For maintenance workers, as well as mechanics, and operators, the progression to the next step or level shall be allowed only when the employee has performed adequately of one year in their current level after completion of any required probationary period. For purposes of this provision, the phrase "performed adequately" means that the employee has been checked off on all required equipment, and has not been the subject of more than one written discipline while in that classification. If the employee has been the subject of more than one written discipline while in that classification, their progression to the next classification shall be delayed by six months.

**Licensure Requirements**

**Plant Operators** - Receive an increase of 8% above applicable base rate upon obtaining Class I certification; an additional increase of 4% above applicable base rate upon obtaining Class II certification; additional increase of 4% above applicable base rate upon obtaining Class III; and additional increase of 4% above applicable base rate upon passing a certified backflow prevention course.

**Maintenance Workers in Public Utilities** - Receive an increase of 4% above applicable base rate upon obtaining Class I collection and/or distribution certification and an additional increase of 4% above applicable base rate upon Class II collection and/or distribution certification.

**Mechanics** – Mechanics approved to receive an ASE Master Mechanic Certification for vehicles or for trucks shall be paid an additional 8% hourly rate supplement for either certification, but not for both certifications. Mechanics approved to pursue EVT Level Certification shall for each level achieved and maintained be compensated with an additional hourly supplement as follows:

Fire Apparatus		Ambulance	
Level I	1%	Level I	1%
Level II	1%	Level II	1%
Master Level III	2%	Master Level III	2%