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COLLECTIVE BARGAINING AGREEMENT

City of Mason, Ohio

and

Mason Police Association

PATROL OFFICERS

Expiration Date:
July 31, 2017

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AGREEMENT

THIS AGREEMENT is between the CITY OF MASON, OHIO, hereinafter referred to as the "Employer", and MASON POLICE ASSOCIATION, hereinafter referred to as the "Union," a labor organization as defined in Chapter 4117 of the Ohio Revised Code.

ARTICLE ONE

PURPOSE

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

ARTICLE TWO

RECOGNITION

2.1 The Employer recognizes the Union, as the sole and exclusive bargaining agent for the purpose of representation and collective bargaining with respect to wages, hours, and terms and conditions of employment of all employees in the bargaining unit certified in Case No. 11-REP-04-0027 consisting of all police officers of the City of Mason Division of Police holding the rank of patrol officer.

ARTICLE THREE

DUES DEDUCTIONS

3.1 Upon presentation of a written deduction authorization by any bargaining unit employee, the Employer shall cause the deduction of the periodic dues, initiation fees and assessments of Mason Police Association members covered by this Agreement, and the treasurer of the Mason Police Association shall promptly issue a receipt to the Employer for all dues, initiation fees and assessments within ten (10) days of payment.

3.2 The Mason Police Association agrees that it shall indemnify and hold the Employer harmless from any recovery of damages and expenses sustained by Employer relative to the Employer's agreements under this Article.

3.3 The Employer shall be relieved from its obligation to make such "checkoff" deductions upon:

A. termination of employment, or
B. transfer to a job other than one covered by the bargaining unit, or
C. lay-off from work, or
D. an agreed leave of absence without pay, or
E. written revocation of the checkoff authorization by the employee submitted during the period of 120 to 60 days prior to the expiration of this Agreement.

3.4 The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues initiation fees or assessment deductions.

ARTICLE FOUR

INTERPRETATION OF AGREEMENT

4.1 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 specifications about a topic, the Employer, the Mason Police Association, 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 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 within thirty (30) days at a mutually agreeable time in an attempt to modify the invalid provisions of this Agreement and enter into good faith negotiations on the same subject.

4.3 It is the intention of both parties to this Agreement that the terms of this Agreement are the sole and exclusive expression of the rights and benefits provided to the members covered by this Agreement. Provisions of the Ohio Revised Code and the Ordinances of the City of Mason, which grant rights or provide benefits to employees are superseded and preempted by the express provisions of this Agreement. Statutory rights and benefits, and any rights and benefits set forth in City Ordinances, in regard to probationary periods, hours of work, layoff and recall, vacation, sick leave, bereavement leave, injury leave, holidays, and any other matter set forth in this Agreement are preempted by the terms of this Agreement.

This waiver of statutory rights does not apply to any right which is not the subject of an express written provision of this Agreement. If this Agreement is silent as to any matter provided in state or federal law, or city ordinances, the provisions of such laws shall not be waived by this Section. This Section is not intended to be a waiver of

any federal law which provides an express benefit or grants a specific right, this waiver shall be read as a part of any and all sections of this Agreement.

4.4 This Agreement supersedes and replaces all applicable state and local laws which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail.

ARTICLE FIVE

MANAGEMENT RIGHTS

5.1 The Union recognizes the Employer's exclusive right to manage its affairs and the Employer retains and reserves into 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; the right 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 for 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 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 Police 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 Police Department may be carried on except to the extent specifically limited 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 Police Department;

5.2 To the extent that the above rights are specifically limited by the provisions of this Agreement, alleged violations are subject to the grievance procedure.

ARTICLE SIX

NON-DISCRIMINATION

6.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, race, color, religion, handicap or national origin.

6.2 The Employer agrees not to interfere with the rights of the employees to become members of the Mason Police Association, and there shall be no disparate treatment, interference, restraint or coercion by the Employer or any representative of the Employer against any employee because of Mason Police Association membership or because of any legal employee activity in an official capacity on behalf of the Mason Police Association.

6.3 All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE SEVEN

LABOR/MANAGEMENT MEETINGS

7.1 In the interest of sound labor/management relations, upon request of either party, on a mutually agreeable day and time, the Employer and/or its designee(s) shall meet with not more than two (2) employee representatives of the Mason Police Association, to discuss pending problems and to promote a more harmonious labor/management relationship.

7.2 An agenda will be exchanged by the parties at least five (5) working days in advance of the scheduled meeting with a list of matters to be taken up in the meeting and the names of those Union Representatives who will be attending. The purpose of such meetings shall be to:

A. Discuss the administration of this Agreement;
B. Disseminate general information of interest to the parties;
C. Consider and discuss health and safety matters relating to employees.

7.3 It is further agreed that if special labor/management meetings have been requested and mutually agreed upon, they shall be convened as soon as possible.

7.4 It is further understood and agreed that labor/management meetings do not open the contract to further negotiation and will not, of themselves, affect the duty to either party to bargain.

ARTICLE EIGHT

GRIEVANCE PROCEDURE

8.1 The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of the Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement, nor in those matters not covered by this Agreement.

8.2 If specific administrative relief of a judicial or quasi-judicial nature is provided for by the statutes of the State of Ohio, or the United States, for review or redress of specific matters (such as workers' compensation, unemployment compensation, equal employment opportunity, civil rights, etc.) such matters may not be subject to grievance, or be processed as such.

8.3 All grievances must be presented at the proper step and time in progression in order to be considered at subsequent steps. Any grievance may be submitted directly to the step from which it originates.

8.4 An employee may withdraw any grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

8.5 Any grievance which is not processed by the employee within the time limits provided, shall be considered resolved based upon Management's last answer.

8.6 Any grievance not answered by Management within the stipulated time limits, will automatically move to the next step in the grievance procedure. All time limits on grievances set forth herein, may be extended only upon mutual written consent of the parties. In no case may a grievance be filed more than seven (7) days after the events giving rise to the grievance or within seven (7) days after the grievant knew or should have known of the events giving rise to the grievance. The time for filing will be extended in the event that the management agent with whom the grievance must be filed is out of town and unreachable at the time the grievance must be filed.

8.7 A grievance may be brought by any aggrieved employee covered by this Agreement. Where a group of bargaining unit employees shall desire to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance. Each aggrieved employee who desires to be included in such grievance, as class action, shall be required to sign the grievance.

8.8 For purposes of this Article, "day" means a calendar day.

8.9 An aggrieved employee shall use a written grievance form which shall provide the following information:

A. aggrieved employee's name and signature.
B. date, time and location of grievance.
C. description of incident giving rise to the grievance.
D. Articles and Sections of the Agreement violated.
E. date grievance was first discussed.
F. name of supervisor with whom grievance was first discussed.
G. date grievance was filed in writing; and
H. desired remedy to resolve grievance.

8.10 The Union shall have the responsibility for duplication and distribution of, and its own accounting for, the grievance forms.

8.11 It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum of interruption of the work schedules. Every reasonable effort shall be made by the Employer and the Union to effect the resolution of grievance at the earliest possible step. In furtherance of this objective, the following procedures shall be followed.

STEP 1. In order for a grievance to receive consideration under this procedure, the employee shall orally present the grievance to the Assistant Chief within seven (7) days of the occurrence that gave rise to the grievance. Upon request of the employee, a representative of the Union shall be present. The Assistant Chief shall investigate and provide an appropriate answer within seven (7) days following the informal hearing.

STEP 2. If the grievance is not resolved in Step 1, and the employee wishes to proceed to Step 2, the employee shall reduce the grievance to writing and shall, within seven (7) days of the reply by the Assistant Chief, present the written grievance to the Chief of Police. The Chief of Police, or his designee, shall investigate and respond, in writing, to the employee within seven (7) days following the presentation of the written grievance, to Step 2.

STEP 3. If the grievance is not resolved in Step 2 and the employee wishes to proceed to Step 3, the employee shall present the written grievance to the City Manager or his designee within ten (10) days from the receipt of the answer in Step 2. The City Manager or his designee shall investigate the matter, and shall meet with the employee and his Union representative, and shall respond to the grievant, in writing, within ten (10) working days following the presentation of the grievance to Step 3.

If a grievance is not satisfactorily resolved in Step 3, it may be submitted to arbitration upon notification by the Union:

STEP 4. THE ARBITRATION PROCEDURE

Within twenty (20) days from the date of the final answer received under Step 3 of the grievance procedure, the Union shall notify the Employer of its intent to seek arbitration over an unadjusted grievance. Only the Union may authorize an appeal to arbitration.

After receipt of a notice to arbitrate, a representative of each of the parties (the Mason Police Association and the Employer) shall attempt to agree on an arbitrator. Should the representatives fail to agree on an arbitrator, the arbitrator shall be selected in the following manner:

The Federal Mediation and Conciliation Service shall be jointly requested to submit a panel list of nine (9) arbitrators. The parties shall then choose an arbitrator by alternately striking names from the list until such time as one name remains as the arbitrator chosen by the parties. Prior to beginning the striking procedure, either party may once reject a list and submit a request for another list from the FMCS.

The arbitrator's decision shall be limited strictly to the interpretation, application, or enforcement of specific articles in the Agreement. The Arbitrator may not modify or amend the Agreement.

The question of arbitrability of a grievance may be raised by either party any time up to and including the time the parties select an arbitrator, on the grounds the matter is non-arbitrable or beyond the arbitrators jurisdiction. Unless otherwise agreed by the parties, the issue of arbitrability (if any) and the merits of the grievance shall be heard at the same time.

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 case of discharge, suspension or reduction, the arbitrator shall have the authority to award modification of discipline. The arbitrator shall have the power to issue subpoenas to compel attendance of witnesses.

8.12 The fee of the arbitrator and the 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 shall be released from their regularly scheduled assignment, if on duty to testify at the hearing.

8.13 The arbitrator shall render in writing the findings and award as quickly as possible but not later than thirty (30) days after the hearing, and shall forward such findings, award, and all supporting data to the parties.

8.14 A grievant may, if the grievant so desires, have a grievance representative present at any step of the grievance procedure. The Employer shall, to the extent possible, attempt to schedule any grievance meetings provided for in this procedure at a time when the grievant and his representative are on duty. However, the grievance process will not be unduly burdened or delayed for lack of a grievance representative.

8.15 A representative shall be permitted a reasonable amount of time during their regular duty hours without loss of pay or benefits to investigate and process grievances. The Representative's immediate supervisor in charge of the shift shall be notified of the time needed to handle a grievance and shall obtain the approval of the supervisor in charge before spending duty time on the grievance matter. Permission shall not be unreasonably denied. It is the intention of the parties that grievances be promptly and properly handled without interfering with the work assignment of either the grievant or the representative.

8.16 Only one representative at a time will be assigned to a grievance and only the assigned representative will be given time during the Representative's duty hours to

handle the grievance. If shift schedules or vacation schedules make investigation and processing of a grievance impossible, another representative may be substituted for the representative originally assigned. The City Manager shall be advised of the substitution.

8.17 Neither a grievant nor his representative will receive compensation for time spent on grievance matters other than the reasonable time during duty hours described in this section.

8.18 The Union may select from the bargaining unit one representative and one alternate who may investigate and process grievances. Within fourteen (14) days following the effective date of this Agreement, the Union shall provide the Personnel Director or the City Manager with a list of designated representatives. If it is necessary to replace a designated representative, the Union shall advise the Personnel Director or the City Manager of the change. A representative whose name does not appear on the list shall not be recognized by the Employer and shall not be permitted to conduct representative duties on City time.

ARTICLE NINE

STEWARDS/UNION BUSINESS

9.1 The Mason Police Association is authorized to select one (1) representative and one (1) alternate to conduct approved Union business for the bargaining unit. The representative, upon giving reasonable notice, and upon authorization from the immediate supervisor, shall be allowed reasonable time off without loss or gain in pay to investigate a grievance, consult with the Employer in processing a grievance, or to assist in the settlement of disputes. Permission to investigate and/or process a grievance or attend a disciplinary hearing shall not be unreasonably denied.

9.2 At the discretion of the Chief of Police, the Union may designate one (1) representative to work on Union business for no more than twenty-four hours (24) per year; further, such time shall be deducted from a "pool" of time donated by the bargaining unit members from their accrued vacation, holiday or compensatory time balances. The Chief of Police has discretion regarding the use of this time and the time of day when it is used. Divisional equipment may be used, with the exception of postage and long distance telephone calls.

9.3 Union representatives who provide services under 9.1 above shall be compensated at their regular rate for their scheduled duty hours during which they attend to such matters. For any time spent in negotiations that is not during their regular duty hours, the Union representative shall be credited on an hour for hour basis. This time shall be placed in a pool which the Union representative may take at a later time. Any time taken from this pool must first be approved by the Chief of Police. At the end

of the negotiating session, the Union representative shall return to their regular assignment if the session ends before the end of the regularly scheduled shift.

9.4 The Employer shall recognize the designated Union representative as the representative of bargaining unit members in disciplinary proceedings. Said bargaining unit members shall have the right to be represented by a Union representative in disciplinary hearings and the Union representative shall be permitted a reasonable amount of time during their regular duty hours without loss of pay or benefits to investigate the facts involved in the disciplinary situation. As in the grievance procedure, the Union representative's immediate supervisor in charge of his shift that he requires time shall be notified of the time needed to represent an Employee in a disciplinary matter and shall obtain the approval of the supervisor in charge before spending duty time on the disciplinary matter. It is the intention of the parties that the bargaining unit members have reasonable access to their representative without interfering with the work assignment of either the accused or the Union representative. Only one representative at a time will be assigned to a disciplinary matter and only the assigned representative will be given time during his regular duty hours to represent the accused bargaining unit member. If shift schedules or vacation schedules make an investigation impossible, a replacement representative may be substituted for the original representative assigned to the case. The City Manager shall be advised of the substitution. Neither the bargaining unit member nor the representative will receive compensation for time spent in the disciplinary proceedings other than a reasonable time during duty hours described in this section.

ARTICLE TEN

PROBATIONARY PERIOD

10.1 All regular employees shall serve a probationary period beginning on the date they commence work as certified police officers and ending twelve (12) months later. During the probationary period, the Employer has the right to terminate the employment of the Employee with or without cause. Employee shall not receive seniority during the probationary period. Upon successful completion of the probationary period, an Employee's seniority shall be counted from their date of hire.

10.2 An Employee promoted to a new position shall serve a probationary period of one hundred eighty (180) days. During this probation 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 the employee's former position and rate of pay. An Employee who is promoted to a new position has the option, to give up the new position and return to their former position and rate of pay within ten (10) days after the date upon which the employee begins work in the new position.

ARTICLE ELEVEN

INVESTIGATIONS/DISCIPLINE

11.1 The Employer may conduct investigations of alleged misconduct by an employee and may require a member of the bargaining unit to submit written reports, either by general or specific order. A member of the bargaining unit must, upon direction of the Chief of Police respond completely and truthfully to all questions asked which relate to the alleg3ed misconduct. The responses by the employee, either written or oral, shall be subject to the following:

A. Reports or responses to questions made by an employee in the course of an investigation of misconduct, upon order of the Chief of Police, may not be used in a criminal proceeding against the employee who made the report or responded to the question.

B. The reports and responses may be used by the Employer in taking appropriate actions and in defending such action with respect to discipline or discharge of the charged employee.

C. An employee under investigation for commission of misconduct, which would constitute a crime, shall be advised, prior to questioning, whether the investigation is criminal or for possible discipline. An employee who is under investigation for misconduct which is being pursued as criminal conduct will be informed, prior to questioning, that the employee is the subject of an investigation and of, the nature of the suspected misconduct. The employee has the right to have union representation of choice present during the questioning. The employee, upon request, may obtain postponement of the questioning for a reasonable period not to exceed forty-eight (48) hours in order to arrange for representation to be present for the questioning if the employee so desires.

D. Failure by an employee to complete the report or to respond to a relevant question may be deemed refusal and may result in disciplinary action.

E. Questioning of a bargaining unit member accused of misconduct shall be conducted during the employee's working hours unless it is impractical to do so because of the employee is on sick leave, vacation, or other leave of absence. Questioning sessions shall be for reasonable periods of time and employees shall be permitted to attend to their physical necessities.

F. Questioning of bargaining unit members in the course of disciplinary investigations shall be tape recorded by the Employer at the request of either party if recording equipment is available at the time of the interrogation or interview. The bargaining unit member shall be supplied a copy of any tape recording made by the Employer. An interrogation or interview shall not be delayed because of the unavailability of recording equipment.

11.2 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.

11.3 No bargaining unit member shall be disciplined by written warning, written reprimand, a reduction in pay or position, suspension or dismissal except for just cause. Disciplinary offenses shall include, but not be limited to: dishonesty, bribery, misfeasance, malfeasance, nonfeasance, misconduct in office, neglect of duty, immoral conduct, habitual drunkenness, illegal use of controlled substances, incompetence, insubordination, refusal to obey orders given by proper authority, discourteous treatment of the public and violation of divisional standards of conduct on and off duty.

11.4 Forms of disciplinary action shall be written warning; written reprimands; suspension without pay, demotion or discharge. Discipline shall be applied progressively, but it is understood that some serious violations may warrant "a greater penalty up to" immediate discharge. In following the principle of the punishment should fit the crime," the Employer will take into consideration the nature of violation, the Employee's record of discipline and the Employee's record of performance and conduct.

11.5 When the Employer, upon conclusion of an investigation determines that an employee may be guilty of an act or omission for which disciplinary action is warranted the following steps shall apply:

A. The employee will be promptly notified of the accusations of conduct for which discipline is contemplated and the employee shall be advised of the evidence against the employee and nature of the alleged conduct, the time and place of the conference with the Chief of Police, and the right to bring a Union representative to the conference.

B. At the conference with the Chief of Police, the charges will be stated to the employee and the employee shall have an opportunity to offer an explanation, defense, or mitigation circumstances.

C. 1. Within fifteen (15) calendar days after the conference, the Chief of Police shall do one of the following:
   (a) Dismiss the allegations as unfounded without record; or
   (b) Impose appropriate discipline of record.
   2. For purposes of this Article, "day" means a calendar day.

D. If the discipline imposed is a reprimand, the employee may appeal through the grievance procedure up to Step Three.

E. If the disciplinary action consists of a loss of contractual compensation, suspension, demotion or discharge, the employee shall then have the right to submit the matter to arbitration in accordance with the grievance procedure starting at Step 3.

11.6 Drug Testing. All drug testing performed on employees shall be conducted in accordance with the following policy.

I. PURPOSE OF DRUG TESTING PROGRAM

A. The Police Department has a legal responsibility and management obligation to ensure a safe work environment; as well as paramount interest in protecting the public by ensuring that it's employees have the physical stamina and emotional stability to perform their assigned duties. A requirement for employment must be an employee who is free from drug dependence or illegal drug use.

B. A reasonable drug testing program must establish a balance between the rights of the employee and maintaining a police agency free of illegal drugs. Liability could be found against the Department and the employee if we fail to address ourselves with diligence to ensure that employees can perform their duties without endangering themselves or the public.

C. There is sufficient evidence to conclude that use of illegal drugs and/or drug abuse (whether illegal or prescription drugs) seriously impairs an employee's performance and general physical and mental health. The illegal use of drugs by police employees (including possession) is a crime in this jurisdiction, and clearly unacceptable. There are unique corruption hazards with drug use by the police. Therefore, the Police Department has adopted this written policy to ensure an employee's fitness for duty as a condition of employment; and

1. To ensure drug tests are ordered based on individualized reasonable suspicion or other lawful basis;

2. To establish a written policy on drug testing in the department; and

3. To inform the employee of the conditions under which drug testing is a requirement of employment.

II. DEFINITIONS

A. Drug Test - A urinalysis test administered under an 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.

III. GENERAL RULES

A. Department 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 Department, including the entire premises of the department is subject to inspection at any time without notice as there is no expectation of privacy.

1. Property includes, but is not limited to, police owned vehicles, desks, files, and storage lockers.

2. Employees assigned lockers (including those that may be locked by the employee) are subject to inspection by the employee's supervisor after reasonable advance notice (unless the requirement for notice is waived by the Chief of Police) and in the presence of the employee.

C. All police 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 police employee to comply with the intent or provisions of this general order constitutes grounds for disciplinary action, including dismissal, or other action determined appropriate by the Chief of Police. Refusal by a police employee to take a required test, i.e.; a test that is ordered based upon reasonable suspicion as defined in paragraph II (B) above, or under circumstances described in paragraphs IV, (A) and (B), below, or follow this general order, will result in immediate relief from police 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.

IV. POLICY-DRUG TESTING/URINALYSIS

A. Employees of the department shall be required to submit to a test for drug or narcotic use as outlined below:

1. The Chief of Police may order a drug test when the Chief has reasonable suspicion of drug use by an employee due to one or more

of the following criteria: (1) incapable to perform his/her assigned duties, (2) reduced productivity, (3) excessive vehicle accidents, (4) high absenteeism, (5) other behavior inconsistent with previous performance, or (6) 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. A police supervisor may order a drug test:
   a. Where the supervisor has reasonable suspicion that an employee is using, or is under the influence of drugs or narcotics;
   b. Where the employee uses force which results in hospital admission, or property damage.
   c. Where there is on-duty injury to the employee or another person, which requires hospital admission.
   d. When an employee is involved in an on-duty crash.

3. The employee shall be advised of circumstances surrounding the order to test under 2 (a-d) above.

4. Whenever practical, prior approval should be obtained from the Chief of Police before the supervisor orders the test.

5. A supervisor who orders a drug test and 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 Chief of Police.

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 as a part of a written complaint by the supervisor ordering the test, consistent with Section IV-A-5 above requesting departmental action.

B. Sworn employees whose principal assignment is drug/narcotic enforcement shall be required (in addition to those situations set forth in section A above) to submit to a periodic unannounced drug test at the direction of the Chief of Police.
   1. Prior to accepting a voluntary assignment in the drug/narcotic enforcement unit, and upon return from such assignment, an employee shall execute a written agreement and release stating full consent to urine and/or blood testing for drug or narcotic substances.
   2. The Chief of Police shall select the date and time when each employee assigned to the unit will be tested. The test shall be administered a minimum of once a year.

C. 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 civilian clothing.
2. The employee will be transported to the designated testing center by a supervisor.
3. The employee may request to have another police department employee 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 police department.
8. If the employee is held over their assigned time, the employee will be compensated for that time.

D. A negative test result shall bar the City from further discipline for refusing to submit to a test, and the use or abuse of drugs, in violation of this policy.

E. A positive result, after a second qualifying test, may result in discipline.

F. 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 designee where evidence is presented and preserved, before final action is taken against the employee.

ARTICLE TWELVE

PERSONNEL FILES

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

12.2 An employee covered hereunder shall be allowed to review their own personnel file at a reasonable time upon written request to the Personnel Director. 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 Personnel Director, City Manager and the Chief of Police without the employee's consent unless the Employer is required by subpoena, court order or statute to do so.

12.3 If an unfavorable statement or notation is in the file, the employee shall be given the right to place a statement of rebuttal or explanation in the file. No statement of rebuttal may be placed in an employee's file later than seven (7) calendar days after the employee is notified in writing of the unfavorable statement or notation of alleged misconduct. No anonymous material of any type shall be included in the employee's personnel file.

12.4 Unsubstantiated, reversed or dismissed allegations of misconduct which did not result in disciplinary action noted in the personnel file shall be removed from the personnel file.

12.5 Records of written warnings shall cease to have force and effect eighteen (18) months from the date of issuance. Records of written reprimands shall cease to have force and effect two (2) years from the date of issuance. Upon request of the employee, such reprimands shall be removed from the personnel file. Written warnings or reprimands may be of lesser duration if so deemed by the Chief of Police or City Manager. At no time shall records of written warnings or reprimands exceed the time limits stated above.

Any suspension shall be removed from the record after a period of three (3) years from the date of the beginning of the suspension, if there have been no similar violations which have resulted in a suspension of three (3) days or more in the interim period. In those cases where a second suspension occurs, the first suspension will remain in the file for an additional three (3) years from the second offense.

12.6 An employee's signature on any performance evaluation shall mean only that the employee has seen and read the evaluation. It shall not be construed as a representation that the employee concurred with the contents or comments contained thereon. The employee shall, upon request, receive a copy of the evaluation in its final form.

12.7 The following information will be deemed to be information which if released could reasonably endanger the health and safety of bargaining unit members:

Employee's address

Employee's telephone number

Names, address and telephone number of employee's dependents and other family members.

The Employer will prepare and disclose any records identified as public records required to be released in accordance with O.R.C. 149.43. The employee will immediately be notified of the name and professional association of any requestor if known to the Employer, prior to any disclosure. The Requestor will be advised that the employee will be notified of any known information about the Requestor and the specific Public Records disclosed.

ARTICLE THIRTEEN

RESIDENCY

13.1 Employees shall reside within the State of Ohio and live within such proximity of the city that will permit them to report from home to the city limits within sixty (60) minutes under normal traffic conditions when driving at the posted speed limit.

ARTICLE FOURTEEN

SENIORITY

14.1 Seniority shall be based upon years of continuous service and shall be determined from the employee's last date of hire by the City's Police Department. Seniority shall be a factor in layoff, recall, vacation preference, and promotion as per the personnel review board rules. In all other matters, seniority may be used by the Employer, in its sole discretion, as a tiebreaker.

ARTICLE FIFTEEN

LAYOFF AND RECALL

15.1 Lay-Off. Layoff shall be by seniority within the classification. 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 Police Department shall be the next to be laid off within the classification subject to layoff.

15.2 Bumping. An employee to be laid off for more than six (6) work days shall be given at least thirty (30) days advance notice. Within five (5) days after receiving notice, the employee may exercise the 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 their position will have five (5) days in which to exercise 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 bumping rights once during any layoff affecting their position.

15.3 Recall. Laid off employee will be placed on a layoff list and shall be eligible for recall for twenty-four 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 (10) days after notice to the last known address.

ARTICLE SIXTEEN

ACCESS TO CITY PROPERTY

16.1 Union business representatives shall have the right of reasonable access to such portions of the Employer's premises as are necessary in order to enable such representatives to communicate with bargaining unit members. The representatives will not interfere with the employees' work and will (except in emergency situations where it is otherwise impractical) obtain clearance from the Chief of Police, or in the Chief's absence, the Assistant Chief, before entering upon the premises.

ARTICLE SEVENTEEN

BULLETIN BOARDS

17.1 The Employer agrees to provide bulletin board space of sufficient size in the Police Department for use of the bargaining unit employees. The Employer may post on the bulletin board any notices concerning the employees covered hereby which the Employer is required by law to post. The Union may post on the board notices relating to recreational and social events applicable to members of the bargaining unit; election notices and election results; notices of membership meetings and other related business meetings; and other official Union notices relating to the affairs of members of the bargaining unit. No obscene, immoral, unethical, scurrilous, or vituperative matter may be posted. All items posted by the Union or employees shall be approved and signed by the Chief Steward. The bulletin board shall be maintained in a neat and orderly manner.

ARTICLE EIGHTEEN

CITIZEN COMPLAINT PROCEDURE

18.1 This procedure will apply when a citizen alleges that an officer is guilty of some act or omission which brings discredit to the Department. Since there are insufficient resources available to conduct full-scale investigations of every complaint, this policy is necessary as a means of separating those allegations which are serious and based on firsthand knowledge from those which are founded on rumor, conjecture and hearsay. The goal of this procedure is to strike a balance between service to the citizenry and fairness to the accused officer.

1. All calls accusing an officer of some culpable conduct, which are not made by a citizen directly to the Police Department, shall be directed to the Personnel Director.

2. The Personnel Director will inform the complainant that an investigation will be initiated upon receipt from the complainant of a written statement setting forth the specific details that are the basis for the complaint. In the event that the complaint concerns a matter requiring immediate action in order to protect life or the safety of the public, or in order to prevent destruction of property, or in order to prevent a felony, the Chief of Police shall take whatever action deemed necessary and appropriate notwithstanding this procedure.

3. Upon receipt of the complaint, the Personnel Director will route the complaint for prompt disposition according to the nature of the complaint. The Personnel Director shall be responsible for the investigation of the complaint and will use such personnel within or without the Police Department as are appropriate to investigate the complaint in a fair and expeditious manner.

4. Upon completion of the investigation, appropriate disciplinary action will, if warranted, be commenced in accordance with the disciplinary procedure provisions of this Agreement. If, after investigation, it appears that the allegations are without merit and are dismissed, the accused employee will be promptly notified.

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. The Employer shall not be required to pay at the overtime rate for hours worked in excess of eight (8) hours in a twenty-four (24) consecutive hour period when such excess hours result from shift rotation (every 28 days). 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 forty-eight (48) hours of compensatory time. Compensatory time on the books as of the end of the first full pay in October will be paid in accordance with Section 37. An employee may carry forward to the next year up to eight hours of compensatory time.

19.4 Officers may be required to attend roll call prior to their shift. This time (not to exceed thirty (30) minutes) is to be paid at the straight time rate and not at the overtime rate. Roll call is defined as the dissemination of information, including duty assignments, which may be necessary for the upcoming shift. If the definition of "standard workweek," "workday," or "overtime" is changed under Sections 19.1 and/or 19.2, this section shall also be subject to modification by mutual agreement of the Employer and bargaining unit.

ARTICLE TWENTY

COURT TIME

20.1 Whenever it is necessary for an off-duty officer to appear in Mayor's Court, Municipal Court, Common Pleas Court, Juvenile Court, or U.S. District Court, or appear at a hearing before any tribunal maintained by an agency of state or federal government on matters pertaining to, or arising from police business; or whenever it is necessary for an off-duty officer to appear before the prosecutor for a pretrial conference; the officer shall prepare an overtime record form and submit it to the lieutenant for approval. Court time shall be compensated for at time and one-half the employee's regular hourly base rate with a minimum of three (3) hours pay at such rate. Compensable court time begins when the employee arrives at the required destination and ends when the employee is dismissed from the hearing, conference, or other proceeding, when the destination is within the City of Mason. When the destination is anywhere but within Mason city limits, court time begins when the employee departs from the Mason Police Department headquarters and ends upon the employee's return to headquarters. Compensation for court appearances shall be in pay or compensatory time at the employee's option.

ARTICLE TWENTY-ONE

CALL-IN PAY

21.1 Employees called in to work at a time disconnected from their regular scheduled hours of work shall be paid at the rate of time and one-half with a minimum of three (3) hours to be paid for such call in.

21.2 Employees required to report to work, or any work related activity, at a time disconnected from their regular scheduled hours of work shall receive a minimum of three (3) hours pay. Pay shall be at the overtime rate if the hours worked fall under the definition of overtime in sections 19.2 and 19.3. This provision does not apply to any activity undertaken or assigned as a repay of "hours owed" under the Memorandum of Understanding.

21.3 A subsequent call-in within the initial three (3) hour guarantee shall be deemed an extension of the first call-in.

ARTICLE TWENTY-TWO

HOLIDAYS

22.1 In recognition that bargaining unit members may be required to work on holidays as part of their regular scheduled hours, or as a result of a call-in to work, or other unscheduled, or scheduled assignment, bargaining unit members shall receive in lieu of any other compensation for working on a holiday, on an annual basis, one hundred twenty-four (124) hours of holiday repay leave which shall include all personal leave. Overtime and call-in provisions of this Agreement apply to all days previously recognized as holidays. This provision shall take effect January 1, 2009.

22.2 Holiday Repay leave shall be used and approved under the same terms as vacation leave is used and approved.

22.3 An absence on any of the days listed in the Section shall be charged to a form of paid leave other than sick leave, except when such absence is a continuation of a previously approved sick leave. The days covered by the above provisions are: New Year's Day, President's Day, Good Friday, Memorial Day, July 4, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve and Christmas Day.

22.4 Upon termination as a member of the bargaining unit, a member's holiday repay leave for that year shall be 10.4 hours of leave for each completed month of service. A member shall be paid for the balance of unused holiday repay leave, or the member's final separation pay, or other compensation due the member, shall be assessed for holiday repay used in excess of the leave granted for that abbreviated year.

22.5 Unused holiday repay leave shall be scheduled by the end of October. The City will pay out holiday repay time in accordance with Article 37.

ARTICLE TWENTY-THREE

VACATION

23.1 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

23.2 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.

23.3 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.

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

ARTICLE TWENTY-FOUR

INSURANCE

24.1 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. 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 premium, a deductible and co-payments for services as provided for below and in the Plan.

The City shall maintain current health insurance benefits, deductibles and co-pays through the end of 2014.

Beginning January 1, 2015, employees will contribute $50 per month for singles, and $100 per month for families. Deductibles will be $1500 single and $3000 family. The City shall match an employee's contribution in an HSA account up to $125 per year for singles, and up to $250 per family.

Beginning January 1, 2016, employees will contribute $50 per month for singles, and $100 per month for families with these amounts adjusted upward or downward up to 10% based on the percentage of the City's actual increase or decrease in City-wide healthcare costs for the period from July 1, 2014, through June 30, 2015, over the same period the year before. Deductibles will be $1500 single and $3000 family, subject to the In-and Out-of-Network provisions below. There shall be no City match for the employee's contribution to an HSA account.

2016 In-Network Employee Responsibility:

Single coverage with a $1500 deductible. Once an employee meets the annual $1500 deductible, the plan pays 100%. Maximum out-of-pocket annually is $1500.

Family coverage with a $3000 deductible. Once a family meets the annual $3000 deductible, the plan pays 100%. Maximum out-of-pocket annually is $3000.

2016 Out-of-Network Employee Responsibility:

Single coverage with a $1500 deductible. Once an employee meets the annual $1500 deductible (in-and out-of-network combined) the plan pays 80% of out-of-network services. Maximum Single Out-of-Pocket is $2600 ($1500 deductible plus member pays 20% until additional $1100 is met). The employee is responsible for an additional $1100 in out-of-pocket expenses. The plan will pay 80% and the member 20% until the total out-of-pocket reaches $2600.

Family coverage with a $3000 deductible. Once a family meets the annual $3000 deductible (in-and out-of-network combined) the plan pays 80% for out-of-network services. Maximum Family Out-of-Pocket is $5200 ($3000 deductible plus member pays 20% until additional $2200 is met).

For health insurance beginning January 1, 2017, the parties will reopen negotiations in July 2016.

The City shall at all applicable times comply with the provisions of the Affordable Care Act ("ACA") and relevant regulations promulgated thereunder with respect to health insurance provided under this agreement. The City shall not be required to continue any plan or program which would result it in being required to pay fines or higher taxes under the ACA. In the event the ACA, or its regulations, are repealed or substantially amended, or the City changes a plan or program to avoid fines or higher

taxes under the ACA, either party to this agreement may require collective bargaining to negotiate with regard to the impact of such repeal, amendment, or change on the City's health insurance plan.

24.2 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 $25,000 with accidental death and dismemberment endorsement.

24.3 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 $1.50 per month for single coverage and $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-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.

24.4 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 $1.00 per month for single coverage and $4.00 per month for dependent coverage. Maximum coverage allowed per premium year is $200 per enrolled.

24.5 The City shall provide a program of stress counseling through Bethesda Hospital for employees and their dependents.

24.6 Where an employee supplies evidence that he sustained damage to or loss of personal property while performing the duties of his assigned work, 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 $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.

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

24.8 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 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-FIVE

UNIFORMS

25.1 The Employer may prescribe the type of uniform to be worn and may designate the employees who will be 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 his duties, taking into account his duty assignment and any weather conditions that may be encountered. The employee shall not be prohibited from wearing uniform items necessary for adequate protection from weather conditions (i.e., rain, snow, cold, etc.) in accordance with current policies and procedures.

25.2 The Employer shall provide protective vests 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.

25.3 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.

25.4 Police officers may, but are not required to, wear a weapon during off duty hours. Unarmed off-duty officers shall not be expected to take unreasonable risks.

25.5 Employees who are assigned to plainclothes duty shall be entitled to a clothing allowance of $950 per calendar year, which may also be used as reimbursement for dry cleaning costs.

ARTICLE TWENTY-SIX

TRAINING

26.1 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. Meal payments shall only be made for programs which take place beyond seventy-five (75) miles from the municipal building of Mason, Ohio.

C. The City shall reimburse for mileage expense in accordance with the prevailing standard issued by the Internal Revenue Code.

D. Hotel or motel charges when lodging is not provided as a term of tuition payment for programs beyond 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-SEVEN

SICK LEAVE

27.1 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.

27.2 Conversion. An employee who meets the age and length of service requirements of Police and Firemen's Disability and Pension Fund to receive a length of service retirement and retires and who was also in the service of the City for a period of ten (10) continuous years prior to retirement from the City may convert accumulated sick leave, at agreed upon rates. Once an employee has earned 500 hours of sick leave, the employee may convert it at the following rates:

(A) One (1) hour to 1600 hours at three (3) hours of sick leave to one (1) hour of pay;
(B) 1601 hours to 1800 hours at two (2) hours to one (1) hour of pay;
(C) 1801 hours to 2300 hours at one (1) hour of sick leave for one (1) hour of pay.

Conversion rates are for hours earned in each tier, and are not retroactive to all hours accumulated. The maximum of redeemable hours shall be twenty-three hundred (2,300). The maximum payout shall not exceed eleven hundred thirty-three (1133) hours of pay. Sick hours are not convertible to cash under any other circumstances.

27.3 Sick pay may be used for personal illness of the employee; disability or illness caused by pregnancy or a pregnancy related condition; maternity and paternity leave shall be available for up to three months after delivery. For the first five days of such leave, the employee may use available sick leave. Thereafter the employee must use any compensatory time they have available. When compensatory time is exhausted, the employee must then use available vacation time. When vacation time is exhausted, the employee must then use available HRT time. When HRT time is exhausted, the employee must then use available sick leave for the remainder of their maternity or paternity leave; nonemergency medical treatment of the employee when necessary and upon prior approval of supervisor; illness in employee's immediate family if employee's personal days are exhausted; attendance at funeral for a person other than member of immediate family upon approval of City Manager at the City Manager's sole discretion.

27.4 An employee desiring to use sick pay must contact the on-duty Lieutenant, Sergeant, or OIC (in that order) directly as early in the workday as possible but not later than one hour before the employee's scheduled starting time. The use of voicemail, e-mail, texting, or leaving a message with Warren County dispatch is not considered direct contact. Failure to call in at least one hour 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 or designee 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.

27.5 Before sick leave can be paid, the employee must fill out a request for sick pay and

submit it to the lieutenant or Chief of Police for approval. A sick pay request in excess of three 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 his return to work. When an employee has a condition that he knows will require an absence of more than one (1) day, the employee must advise the Chief or the Assistant Chief of the duration of the employee's absence on the first day and, thereafter, keep the Chief or Assistant Chief apprised of the employee's status at reasonable intervals.

27.6 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, step-child, brother, sister, parent, step-parent, mother/father-in-law, grandparent, or other blood relative residing within the employee's home.

ARTICLE TWENTY-EIGHT

FUNERAL LEAVE

28.1 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 three (3) work days leave will be permitted, but not to exceed 25.5 hours of leave. 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, step-child, step-parent, 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-NINE

MILITARY LEAVE

29.1 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 176 hours within on calendar year.

ARTICLE THIRTY

NO STRIKE/NO LOCKOUT

30.1 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 THIRTY-ONE

PAYMENT AT TERMINATION

31.1 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. An employee who retires from the Police Department may purchase their department issued duty weapon for a cost of one ($1.00) Dollar.

"Retires" as used in this Article is to be interpreted to mean (1) service retirement, or (2) disability retirement under the State of Ohio Police and Firemen Disability and Retirement System.

ARTICLE THIRTY-TWO

INJURY LEAVE

32.1 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 his department head as soon as possible after the incident causing the injury, but not later than 24 hours after the incident causing the injury when the extent of the injury is not immediately apparent.

B. Seek medical treatment deemed appropriate by the personnel director.

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.

32.2 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 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 his full duties without limitations.

32.3 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.

32.4 The personnel director will act on the injury leave application as promptly as circumstances permit, normally 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.

32.5 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 his or her 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 as self-employed 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 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 10 days after the determination by the personnel director. The personnel review board is required to conduct a hearing within 30 days after the appeal is filed by the employee. The determination of the Board will be final.

32.6 An injured employee shall be eligible for injury leave benefits for the length of time the employee is disabled, but not to extend beyond (6) six 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.

32.7 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.

32.8 Employees who claim a covered injury shall be allowed to take off without loss of pay for medically necessary treatment related to the injury without the use of sick leave. If an employee's Workers Compensation claim is denied by the Bureau of Worker's Compensation, the City may charge the employee's sick leave for all time taken off for treatment. If the employee's sick leave is exhausted, the City may take compensatory time, vacation time, and then HRT, in that order until each is exhausted.

32.9 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 12 or more hours in the pay period.

32.10 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.

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

ARTICLE THIRTY-THREE

STAND-BY STATUS

33.1 In the event that bargaining unit members are required to remain available to perform services during their off duty time on a stand-by basis, said bargaining unit members shall be compensated for said services with the payment of eight (8) hours of regular hourly rate compensation for each thirty (30) work days in which said bargaining unit member is required to be on stand-by duty. Availability means that the bargaining unit member is required to be available by telephone, pager, or similar equipment.

ARTICLE THIRTY-FOUR

MISCELLANEOUS PROVISIONS

34.1 Time Trading. Employees may be allowed to trade days-off with the permission of their supervisor, in accordance with policies as adopted by the Chief of Police.

34.2 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.

34.3 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.

34.4 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 police work and are approved by the Chief in advance. Notwithstanding any past practice or arbitration decision, discretion to approve tuition reimbursement shall be in the City Manager or his designee. Reimbursement shall be on a 50/50 basis.

34.5 Academic Incentive Buyout. Full-time regular employees who have academic degrees will receive a lump sum payment of 5 percent of base pay for an associate's degree and 10 percent of base pay for a bachelor's degree to be paid in concurrence with HRT, Fitness, and Compensatory Time payments in 2014. Base pay means: straight time rate effective retroactive to August 1, 2014 times 2,080 hours. Employees shall be credited with the step they have achieved as of the date the academic incentive is paid. This section applies only to degrees from accredited colleges or universities. After the 2014 payment the academic incentive shall be deemed bought out.

34.6 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.

34.7 Unit Work. All bargaining unit work shall be performed by bargaining unit members. Only after offering any and all available overtime to bargaining unit members and they decline, will any bargaining unit work be assigned to others. The only exception to the above is unsworn duties on Heritage Festival and Halloween. Unsworn duties may be covered at the discretion of the Chief in his discretion with unsworn personnel, and the activities of a person, employed by a private sector entity, performing law enforcement activities on the private property of their employer.

ARTICLE THIRTY-FIVE

WAGES

35.1 Wage Increases

(A) Effective retroactive to August 1, 2014 2.0%

(B) Effective August 1, 2015 2.0%

(C) Effective August 1, 2016 3.0%

35.2 Advancement On The Salary Schedule

(A) Current "0" step will be designated as the "FTO rate". A new hire shall remain at the FTO rate until the member completes field training activities. This usually requires three to seven months depending on the officer's certification.

(B) After completion of FTO activities a member shall move to step 1 of the police officers rate schedule and the date of advancement to step 1 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 police officer at a step higher than step one.

(C) Upon completion of field training and at least one (1) year in the annual step schedule the member shall advance to an accelerated step 5.

(D) A member shall serve six months on step 5 and then be advanced to step 6.

35.3 Salary Schedule:

(A) Field Training Rate

Effective	retroactive to 8/1/14	$25.65
Effective	8/1/15	$26.16
Effective	8/1/16	$26.95

(B) Police Officer Rate

STEP	1	2	3	4	5	6
TIME IN STEP	1 YR.	1 YR.	1 YR.	1 YR.	6 MOS.	//////////////
EFFECTIVE retroactive to 8/1/14	28.48	29.56	31.15	32.75	34.51	36.32
EFFECTIVE 8/1/15	29.05	30.15	31.77	33.41	35.20	37.05
EFFECTIVE 8/1/16	29.92	31.05	32.72	34.41	36.26	38.16

35.4 Officer In Charge. Any patrol officer not of sergeant rank who works over eight (8) hours in the same pay period as the "officer in charge" (OIC) shall be paid a stipend of one dollar and fifty cents ($1.50) per hour for all hours worked as OIC. It is in the

sole discretion of the chief of police as to the assignment of any patrol officer to OIC status.

ARTICLE THIRTY-SIX

FITNESS PROGRAM

36.1 The parties have agreed to a comprehensive fitness program as described in the document attached to this contract.

ARTICLE THIRTY-SEVEN

ALLOWANCES AND BONUSES

37.1 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 31st day of October.

ARTICLE THIRTY-EIGHT

CANINE UNIT

38.1 Provided the City elects to maintain a canine unit, the following shall apply:

A. K-9 officers shall receive additional compensation of $95.00 per week, pursuant to normal payroll with all appropriate deductions. The parties hereby agree that this additional compensation shall be full and complete compensation for the K-9 officers' off-duty work time for home dog care activities such as feeding, grooming and exercising the dogs, which the parties acknowledge should normally not exceed an average of one hour per day.

B. K-9 officers agree to increased and reasonable flexibility of their schedules in order to avoid excessive overtime (i.e., if called in with dog three hours prior to regular shift, K-9 officer may be asked to remain on shift and leave three hours early.)

C. The City of Mason shall reimburse K-9 officers up to $200.00 per year for carpet cleaning expenses.

D. Boarding for the police canine will be provided by the City under the following conditions:

   a. The Operations Bureau Commander must approve the boarding facility.

   b. The boarding may be approved for the canine officer's vacations and other approved time off at the discretion of the Operations Bureau Commander.

c. Under normal conditions, the canine may be boarded for a maximum of 10 consecutive days.
d. The City shall reimburse K-9 officers for the cost of boarding for those amounts that exceed $95 per week.

ARTICLE THIRTY-NINE

DURATION

This Agreement shall be effective on August 1, 2014 and shall remain in effect through midnight, July 31, 2017.

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.

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.

ARTICLE FORTY

FMLA LEAVE

Where the nature of the FMLA leave is such that an employee may use sick leave, then sick leave will be used concurrently with the FMLA leave. If the nature of the FMLA leave is such that sick leave is not available, then the employee will be required to use compensatory leave, vacation leave, and HRT, in that order as each is exhausted.

ARTICLE FORTY-ONE

FIELD TRAINING OFFICER PAY

41.1 Field Training Officer (FTO). Any Non-Supervisor assigned as a Field Training Officer during Phase 1 through 4 of the recruit training shall be paid an additional one dollar ($1.00) per hour on their base rate of pay for all regular hours worked as an FTO. The Chief of Police maintains sole discretion in the assignment of any officer to FTO status.

THE CITY OF MASON, OHIO

on behalf of Eric Hansen

Eric Hansen, City Manager

DATE: 11/25/14

MASON POLICE ASSOCIATION

Stephen S. Lazarus, Esq.
Hardin, Lazarus & Lewis, LLC

DATE: 11/7/14

Jeff Wyss
Patrolmen's Unit

DATE: 11/6/14

FITNESS PROGRAM

Physical Examinations

A. The Mason Police Department requires that physical examinations for all full-time sworn personnel be performed on an annual basis. This shall consist of, at a minimum, audio examination, eye examination, blood evaluation (not to be used as a drug screen), history and clinical exam, and blood pressure evaluation. Other tests such as EKG, chest x-ray, cardiac stress test, and hemocult test may be performed at intervals designated by the Chief of Police. The age of the employee and/or job assignment may determine the frequency and types of medical evaluations performed.

Physical Examinations Required

A. A satisfactory level of general health on the part of agency personnel should be maintained so that work can be performed efficiently and without personnel shortages caused by excessive sick leave. This may also be reflected in earlier detection of health problems for the benefit of the employee.

B. A physical examination shall be required of each sworn full-time officer at the expense of the City on an annual basis, by a licensed physician. The results of this examination are to be given to the affected employee and the Chief of Police for evaluation and consideration. This information, while confidential, may subject the employee to further evaluation and/or other administrative actions.

C. The examining physician shall certify the employee for duty for a period of twelve (12) months in the following areas: vision, hearing, blood pressure, and sub-maximal stress tests. Failure to meet minimum standards in any of these areas may be cause for the officer to be placed on paid administrative leave for up to three days. During this three day period, the officer shall take reasonable steps to meet the standards. If at the end of the three-day period, the officer is still unable to meet the standards, he may be placed on sick leave, if any, until he can meet the standards on a re-evaluation. The standards for the Mason Police Department are based on the Department of Transportation standards. These standards are: (1) Vision, 20/40 - corrected or uncorrected; (2) Hearing, loss in better ear not greater than 40 decibels at 50 hertz, 1,000 hertz, 2,000 hertz; (3) Blood pressure, 160/90; (4) cardiovascular evaluation test by means of a treadmill or a sub maximal stress test. The employee may choose a physician at his own expense for the purpose of verifying the initial results. All examining physicians shall be supplied a copy of the job description for the position of police officer, so that the physician can "certify" that the employee meets the required standards relevant to the job.

D. An employee may choose to receive his physical examination from a physician of his own choosing. In this case, the annual examination must be paid for by the employee. The physician must perform the same examination required and must supply the Chief of Police

with a statement that the employee meets the minimum health standards established by the department to perform the duties of police officer.

E. Satisfactory compliance of each area of the health and fitness standard will result in a $300 bonus for the employee reaching the Fair category and a $500 bonus for reaching the Good Category. The bonus will be paid in accordance with Section 37.

Health and Fitness Standard

A. The Mason Police Department is committed to assisting its officers in the maintenance of health and physical fitness. The following program shall serve as a guideline for compliance and subsequent needed assistance.

B. The Chief of Police, with the required assistance, shall be responsible for the formulation and administration of a comprehensive and fair fitness program. It is the responsibility of all sworn personnel to comply with this program. Participation is mandatory for all full-time sworn personnel. The department may request examination by an additional physician or other qualified person(s).

C. After the officer has successfully passed the physical examination, a fitness evaluation will be conducted. This shall be accomplished only by persons qualified to conduct such testing and will be on an annual basis. This fitness evaluation shall consist of computation of body fat, flexibility testing, and muscular strength and endurance testing.

1. Height/Weight and Body Fat Percent

Excessive weight may be a detriment to good health and is a negative factor for the overall image of the department. For those reasons, an analysis will be made to determine body weight compliance. See Appendix A.

2. Flexibility Test

This test is designed to provide the officer with information on his flexibility. This is used as an indication of the officer's overall fitness level. See Appendix B.

3. Muscular Strength

Officers, on a daily basis, are called to use upper body strength. These tests are designed to gauge that strength and provide the officer with information so he may work on any deficiencies. See Appendix C.

D. Once the fitness evaluation is complete, the certifying physician may certify the officer as physically fit for duty. The physician shall look at each of the areas used for fitness evaluation and data collected in the clinical examination and then make a judgment as to the overall fitness of the officer for duty. This determination is made after a physician review of

the officer's job description. The officer shall not be held in non-compliance for failure to meet standards in any one category, unless the physician feels that the degree of the specific non-compliance could dramatically hinder the performance of the officer's duties. However, the physician must certify the officer for overall fitness based on his job description, by evaluating the entire fitness profile of the officer. This is based strictly on the physician's opinion after incorporating information from the aforementioned job descriptions.

Note: Health standards listed previously.

E. Non-Compliance-Remedial Step-Penalties

1. Employees who do not achieve the minimum acceptable weight or body fat standards will be considered as not in compliance. The Chief of Police shall order the employee to undergo a fitness evaluation at a vendor to be selected by the City. Employees, may at their own expense, select an alternative vendor to conduct this evaluation. The Chief of Police must approve any vendor used for this fitness evaluation.
2. The initial phase of addressing employees that are assessed as not being in compliance shall focus on a remedial track. A selected vendor will provide the City and the employee a stated goal that will bring the employee into compliance. The selected vendor will also provide the employee with a structured program designed to bring the employee into compliance. Unless directed otherwise by the selected vendor, the remedial phase of the program shall be completed within six months of the assessment of non-compliance. The employee shall be exempt from any punitive actions by the City of their non-compliance during the remedial phase of the process. Failure to actively participate in the recommended structured program, attend prescribed meetings or sessions, or achieve incremental goals as may be determined by the vendor, shall constitute an unwillingness on the part of the employee to participate in the remedial phase of the process and will shift non-compliance to a punitive disciplinary track.
3. The remedial phase of non-compliance shall be limited to three (3) months, absent a recommendation by the selected vendor. With proper recommendations for an extension and the approval of the Chief of Police, the remedial phase of the program could be extended for and additional three (3) months.
4. Employees shall be considered in compliance once they have met the targeted stated objectives during the remedial or punitive phase of the process.
5. A failure to come into compliance with the acceptable weight or body fat during the stated remedial phase of the program will result in an activation of the punitive disciplinary process.
6. The employee will be notified in writing when the employee's non-compliance transitions from a remedial track to a punitive disciplinary track.
7. If the employee fails to come into compliance with the targeted and stated objectives at the end of 90 days after the transition to a punitive disciplinary track, letter of counseling by the Chief of Police, or his designee shall be issued.
8. If the employee fails to come into compliance with the targeted and stated objectives at the end of 120 days after the transition to a punitive disciplinary track, a written

warning will be issued.

9. If the employee fails to come into compliance with the targeted and stated objectives at the end of 180 days after the transition to a punitive disciplinary track, a written reprimand will be issued.
10. If the employee fails to come into compliance with the targeted and stated objectives at the end of 270 days after the transition to a punitive disciplinary track, up to a one-hundred-twenty (120) hour suspension may be ordered.
11. For every subsequent ninety (90) day period the employee fails to come into compliance with the targeted and stated objectives after the transition to the punitive disciplinary track, up to a forty (40) hour suspension may be ordered.
12. Employees who received administrative action for non-compliance with these standards, and subsequently achieved compliance, and who are found at any future date to have gained sufficient weight and/or body fat to again be in violation of these standards will again be subject to the remedial phase of non-compliance.

F. During the period the employee is in the disciplinary track, the employee may be restricted from special assignments, extra duty detail opportunities, promotion and scheduled overtime.

G. A waiver or exemption from meeting the compliance standards of this order can only be authorized by the Chief of Police, or his designee, and upon sufficient medical data. Such waiver for exemption shall be for a period not to exceed one-year increments.

APPENDIX "A"

This adopted Weight Standards chart provides for:

a. Minimum acceptable weight
b. Maximum acceptable weight
c. Both in proportion to height
d. Variances

Should the officer not meet the weight standards provided, variances and exceptions will be considered by use of a body fat analysis. An employee who has no more than the maximum allowable percentage of body fat (plus 3%) for his/her age group, shall be considered to have met the standard.

The adopted "Height - Weight Chart" and "Maximum Allowable Body Fat Table" to be utilized in effecting this policy and program is shown below.

HEIGHT/WEIGHT STANDARD

(Male)

HEIGHT	MINIMUM ACCEPTABLE WEIGHT	AVERAGE WEIGHT	MAXIMUM ACCEPTABLE WEIGHT
5 FT 0 IN	113	131	155
1	116	134	159
2	118	137	163
3	122	141	166
4	125	145	171
5	129	149	175
6	133	153	180
7	136	157	186

HEIGHT	MINIMUM ACCEPTABLE WEIGHT	AVERAGE WEIGHT	MAXIMUM ACCEPTABLE WEIGHT
8	140	161	189
9	143	165	194
10	148	170	200
11	152	174	204
6 FT 0 IN	156	179	219
1	160	183	223
2	164	188	229
3	169	193	235
4	174	199	242
5	179	204	248
6	184	210	255

MAXIMUM ALLOWABLE BODY FAT TABLE

AGE GROUP	18-27	28-38	39 & Older
Male % Body Fat	21%	23%	25%
Female % Body Fat	30%	32%	34%

HEIGHT/WEIGHT STANDARD

(Female)

HEIGHT	MINIMUM ACCEPTABLE WEIGHT	AVERAGE WEIGHT	MAXIMUM ACCEPTABLE WEIGHT
4 FT 8 IN	9	111	137
9	97	113	140
10	99	115	142
11	100	117	144
5 FT 0 IN	103	120	148
1	106	123	152
2	108	125	155
F FT. 3 IN	111	129	159
4	114	132	162
5	117	135	166
6	120	139	171
7	123	142	174
8	126	146	179
9	130	150	184
10	134	154	189
11	138	158	195
6 FT 0 IN	143	164	201

APPENDIX "B"

The adopted flexibility standards are based on a sit and reach test. This test is designed to give a general assessment of your hamstring/lower back mobility. It is not intended to evaluate specific joint or muscle tightness. Compliance is considered to be at the 45%, or fair level, based on the date of the individual tested. The adopted "Flexibility Standard" to be utilized in effecting this policy and program is shown below.

FLEXIBILITY

(Male)

AGE	POOR	FAIR	GOOD	EXCELLENT	SUPERIOR
20-29	<16.5	16.5-18.4	18.5-20.4	20.5-22.9	>22.9
30-39	<15.5	15.5-17.4	17.5-19.4	19.5-21.9	>21.9
40-49	<14.3	14.3-16.2	16.3-18.4	18.5-21.2	>21.2
50-59	<13.3	13.3-15.4	15.5-17.4	17.5-20.4	>20.4

FLEXIBILITY

(Female)

AGE	POOR	FAIR	GOOD	EXCELLENT	SUPERIOR
20-29	<19.3	19.3-20.4	20.5-22.4	22.5-24.4	>24.4
30-39	<1 8.3	18.3-19.9	20.0-21.4	21.5-23.9	>23.9
40-49	<17.3	17.3-18.9	19.0-20.4	20.5-22.7	>22.7
50-59	<16.8	16.8-18.4	18.5-20.2	20.3-22.5	>22.5

APPENDIX "C"

Dynamic strength is the ability to contract the muscle repeatedly over a period of time. Low levels of muscular endurance indicate inefficiency in movement, and a low capacity to perform work.

This is a two-part testing phase. Sit-ups and pushups will be used for this part of the test. Both tests are performed for a period of one (1) minute. Satisfactory performance in both tests will be considered to be in the fair category.

Note: During the pushups for women, they will be doing a modified pushup. They will perform this test on their hands and knees.

PUSH-UPS

(Male)

AGE	POOR	FAIR	GOOD	EXCELLENT	SUPERIOR
20-29	22+	29+	37+	47+	62+
30-39	17+	24+	30+	39+	52+
40-49	11+	18+	24+	30+	40+
50-59	9+	13+	19+	25+	39+
60+	6+	10+	18+	23+	28+

PUSH-UPS

(Female)

AGE	POOR	FAIR	GOOD	EXCELLENT	SUPERIOR
20-29	17+	23+	30+	36+	45+
30-39	11+	19+	24+	31+	39+
40-49	6+	13+	18+	24+	33+
50 - 59	6+	12+	17+	21+	28+
60+	2+	5+	12+	15+	20+

SIT-UPS

(Male)

AGE	POOR	FAIR	GOOD	EXCELLENT	SUPERIOR
20-29	33	38	42	47	55
30-39	30	35	39	43	51
40-49	24	29	34	39	47
-59	19	24	28	35	43
60+	15	19	22	30	39

SIT-UPS

(Female)

AGE	POOR	FAIR	GOOD	EXCELLENT	SUPERIOR
20 - 29	27	32	38	44	51
30-39	20	25	29	35	42
40-49	14	20	24	29	37
0-59	10	.14	20	24	30
60+	3	5	11	17	28

Program Implementation

This policy and program is implemented effective November 1, 1993, and subject to review as needed, or every three (3) years.