



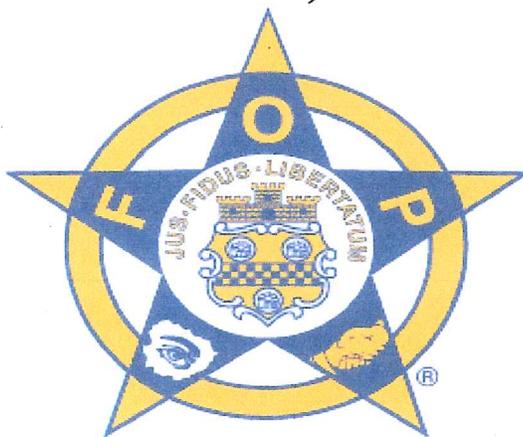
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COLLECTIVE BARGAINING AGREEMENT

Between



and
**Fraternal Order of Police, Ohio Labor
Council, Inc.**



Police Clerks and Court Security Officers

January 1, 2012 through December 31, 2014

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AGREEMENT

THIS AGREEMENT is between the CITY OF MASON, OHIO, hereinafter referred to as the "Employer", and THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC., 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. 08-REP-03-0049 consisting of the Police Department Clerks and Court Security Officers. Excluded employees shall be public Records and Clerical Supervisors and the Secretary to the Chief of Police and all other employees.

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 F.O.P. members covered by this Agreement, and the treasurer of the F.O.P. shall promptly issue a receipt to the Employer for all dues, initiation fees and assessments within ten (10) days of payment.

3.2 The F.O.P. 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 "check off" 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 check off 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 F.O.P., 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, re-determine 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, disability or national origin.

6.2 The Employer agrees not to interfere with the rights of the employees to become members of the Fraternal Order of Police, 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 Fraternal Order of Police membership or because of any legal employee activity in an official capacity on behalf of the Fraternal Order of Police.

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 Fraternal Order of Police, Ohio Labor Council, Inc., 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 FOP 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 FOP 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 FOP 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 FOP 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 employee's supervisor within seven (7) days of the occurrence that gave rise to the grievance. Upon request of the employee, a representative of the FOP shall be present. The supervisor 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 supervisor, but not later than twenty-one days from the occurrence that gave rise to grievance, present the written grievance to the Chief of Police. The Chief of Police, or 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 designee within ten (10) days from the receipt of the answer in Step 2. The City Manager or designee shall investigate the matter, and shall meet with the employee and FOP 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 FOP.

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 FOP 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 FOP/OLC 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 before the arbitration hearing of the grievance, on the grounds the matter is non-arbitrable or beyond the arbitrators jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its own merits before the same arbitrator.

The decision of the arbitrator shall be final and binding. The arbitrator shall be without the authority to recommend any right or relief on an alleged grievance occurring at any time other than

during the contract period in which such right originated. 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 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 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 the 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/F.O.P. BUSINESS

9.1 The Fraternal Order of Police is authorized to select one (1) representative and one (1) alternate to conduct approved F.O.P. 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 F.O.P. may designate one (1) representative to work on F.O.P. 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 F.O.P. 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 FOP representative shall be credited on an hour for hour basis. This time shall be placed in a pool which the FOP 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 FOP 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 F.O.P. representative as the

representative of bargaining unit members in disciplinary proceedings. Said bargaining unit members shall have the right to be represented by an F.O.P. representative in disciplinary hearings and the F.O.P. 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 FOP representative's immediate supervisor in charge of the shift 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 F.O.P. representative. Only one representative at a time will be assigned to a disciplinary matter and only the assigned representative will be given time during 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 Personnel Director or 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 and ending six (6) 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.

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 or designee respond completely and truthfully to all questions asked which relate to the alleged 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 not 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 F.O.P. 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 suspension or demotion the employee shall then have the right to submit the matter to arbitration in accordance with the grievance procedure starting at Step 3.
- F. Upon request of either party, made at a reasonable time, prior to a hearing before the City Manager; a party may discover the identity of any witness and tangible item, which will be offered in evidence at the hearing.

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.

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 section of the Agreement 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 section of the Agreement, 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 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.
3. The employee shall be advised of circumstances surrounding the order to test under 2 (a-c) 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. 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.
- C. A positive result, after a second qualifying test, may result in discipline.
- D. 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 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 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 affect eighteen (18) months from the date of issuance. Records of written reprimands shall cease to have force and affect 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 live within such proximity of the city that will permit them to report from home to the city limits within thirty (30) 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 full time 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 five (5) 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 eighteen 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 employee 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 employee.

1. All calls accusing an employee 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. There shall be no duplication, pyramiding or compounding of overtime pay and/or premium pay. The highest rate of compensation under this Agreement is one and one-half times the normal straight time hourly rate. Upon mutual agreement of the Employer and the bargaining unit the definition of "overtime" may be modified.

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

ARTICLE TWENTY

HOLIDAYS

20.1 The following shall constitute legal holidays for all regular full-time employees: New Year's Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, and Christmas Day. If any designated holiday falls on a Saturday, it shall be observed on the Friday immediately preceding it. If any designated holiday falls on a Sunday, it shall be observed on the Monday immediately following it.

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

20.3 In addition to the legal holidays listed above, each employee will be permitted twenty-four (24) personal leave hours per year. The personal leave hours must be approved by the employee's supervisor before they are taken. Approval will not be unreasonably withheld, if there are compelling circumstances. An employee hired, recalled or returning to work after an unpaid leave of absence for the calendar year, after February 28 shall be permitted sixteen (16) personal

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

ARTICLE TWENTY-ONE

VACATION

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

YEARS OF SERVICE	HOURS PER PAY PERIOD	APPROXIMATE ANNUAL ACCRUAL	MAXIMUM VACATION BALANCE
During The First Four Years Of Employment	3.08	80 Hours	240 Hours
During The Fifth Year Through The Ninth Year	4.62	120 Hours	360 Hours
After The Ninth Year Of Employment	6.16	160 Hours	480 Hours

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

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

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

ARTICLE TWENTY- TWO

INSURANCE

22.1 All regular full-time employees covered by this Agreement shall be entitled to participate in the high deductible medical insurance plan maintained by the Employer for City employees. The coverage shall be for eligible employees and their dependents as defined in the applicable plan. The insurance will include hospitalization and major medical coverage and prescription drugs.

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

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

For 2014, the employees will be entitled to whatever health insurance plan is negotiated with the Firefighters for 2014.

22.2 The Employer will provide at no cost to each regular full-time employee while employed under this Agreement a life insurance policy having a death benefit of Twenty-Five Thousand dollars (\$25,000) with accidental death and dismemberment endorsement.

22.3 The Employer shall provide each eligible full-time employee with dental coverage for

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

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

22.5 Where an employee supplies evidence that he sustained damage to or loss of personal property while performing their assigned work duties, provided such damage was not the result of willful misuse or negligence on the part of the employee, the Employer shall reimburse the employee for the cost of necessary repairs or replacement up to a maximum of Two Hundred-Fifty Dollars (\$250) per year. All items must be inventoried and approved by the Chief of Police in order to qualify for coverage. The employee shall present the damaged property or satisfactory proof of loss for the Employer's inspection prior to repair or replacement. Repair or replacement shall be the Employer's option. Any court ordered restitution up to the amount paid under this section shall be

remitted to the Employer.

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

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

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

The employer will institute the disability insurance program by November 1, 1993. It is understood that the insurance coverage may require underwriting and employees with pre-existing conditions may not be covered. The Employer will have no obligation to provide coverage or direct payments to any employee who is excluded or limited by rider by the insurance carrier.

ARTICLE TWENTY- THREE

UNIFORMS

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

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

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

ARTICLE TWENTY-FOUR

TRAINING

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

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

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

ARTICLE TWENTY-FIVE

SICK LEAVE

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

25.2 Conversion Sick leave conversing is in accordance to City Policy

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

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

sick pay will be permitted in advance of accrual.

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

25.6 Sick pay is granted by the Employer in order to prevent undue hardship to the employee. It is not to be considered as or used as personal days or vacation time. Sick pay may be used only for the purposes stated in this Article. Any falsification of sick pay records or other abuse of the sick pay program will be grounds for discipline.

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

ARTICLE TWENTY-SIX

FUNERAL LEAVE

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

ARTICLE TWENTY-SEVEN

MILITARY LEAVE

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

ARTICLE TWENTY-EIGHT

NO STRIKE/NO LOCKOUT

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

ARTICLE TWENTY-NINE

PAYMENT AT TERMINATION

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

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

ARTICLE THIRTY

INJURY LEAVE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE THIRTY-ONE

MISCELLANEOUS PROVISIONS

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

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

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

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

ARTICLE THIRTY – TWO

WAGES

32.1 Police Clerks Wage Schedule

	<u>Entry</u>	<u>After 1</u>	<u>After 2</u>	<u>After 3</u>	<u>After 4</u>
1/01/12	14.24	14.68	14.96	15.57	16.03
1/01/13	14.52	14.97	15.26	15.88	16.35
1/01/14	14.81	15.27	15.57	16.20	16.68

Police Clerk Patti Connor - Twenty-three dollars and fifteen cents (\$23.15) for term of contract plus \$2000 annually in each year of three (3) year agreement as a supplement outside of the hourly rate.

32.2 Court Security Wage Schedule

	<u>Entry</u>	<u>After 1</u>	<u>After 2</u>
1/01/12	18.40	18.94	19.48
1/01/13	18.77	19.32	19.87
1/01/14	19.15	19.71	20.27

For each year of the contract, Court Security Persons P. Martin and K. Stall will be paid at the top rate for Court Security Persons as listed in the above chart. In addition, for 2012 only they will receive a \$1200 supplement.

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

32.3 Advancement On The Salary Schedule

- (A) A new hire shall remain at the Entry rate for one year. The date of advancement shall be the member's anniversary for future step changes. Nothing in this section limits the right of the city to place a newly hired but experienced person at a step higher than step one.

ARTICLE THIRTY-THREE

ALLOWANCES AND BONUSES

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

ARTICLE THIRTY- FOUR

DURATION

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

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

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

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

THE CITY OF MASON, OHIO



Eric Hansen, City Manager

DATE: _____

OHIO LABOR COUNCIL,
FRATERNAL ORDER OF POLICE



Ross Rader, Staff Representative

DATE: 3-30-2012



Pattie Connor
Clerk/Court Security Unit

DATE: 3/13/12

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

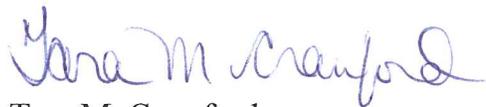
IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.,	}	Case No(s): 11-MED-09-1147
EMPLOYEE ORGANIZATION,	}	
	}	
and,	}	
	}	
CITY OF MASON,	}	
EMPLOYER.	}	
	}	
	}	

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of the Collective Bargaining Agreement executed between the parties in the above captioned case(s).

Respectfully Submitted,



Tara M. Crawford
Paralegal
F.O.P., O.L.C.I.
222 East Town Street
Columbus, Ohio 43215
614-224-5700

cc: Mr. Eric Hansen
ehansen@masonoh.org