

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 only and not with compensatory time.

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, Memorial Day, July 4, labor Day, Thanksgiving Day, Day after Thanksgiving 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 November. The City shall make every effort to pay out holiday repay time on the books by separate check on a non-payday Friday prior to the 15th day of December.

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	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

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 and the Employer will pay for the coverage, less applicable deductibles, on behalf of each employee participating in the Plan while employed under this Agreement. The insurance will include hospitalization and major medical coverage and prescription drugs.

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

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

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

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 Twenty-Five Thousand dollars (\$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 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 \$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 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.

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 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.

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 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 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 Nine Hundred- Fifty Dollars (\$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 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-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 leave of the employee if the employee returns to work within three 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 of City Manager, in his sole discretion.

27.4 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 before the employee's scheduled starting time. 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 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 Assistant Chief 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 the employee knows will require an absence of more than one (1) day, the employee must advise the Assistant Chief or Chief of the duration of his 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, parent, 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 Twenty-Five and One-half (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 One Hundred Seventy-Six (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's 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 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.

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 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 an industrial 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.

32.3 As a condition of obtaining or continuing leave of absence for an industrial 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 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.

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 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 he or she is not totally disabled and for which he or she 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.

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 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.

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 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.

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