

## ARTICLE THIRTY-THREE

### STAND-BY STATUS

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

## ARTICLE THIRTY-FOUR

### MISCELLANEOUS PROVISIONS

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

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

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

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

34.5 Academic Incentive. Full-time regular employees who have academic degrees will receive at the first pay period in December an annual lump sum payment of One (1) percent of annual base pay for an associate's degree and Two (2) percent of annual base pay for a bachelor's degree. Annual base pay means: straight time rate times Two Thousand Eighty (2,080) hours. This section applies only to degrees from accredited colleges or universities.

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

34.7 Unit Work. All bargaining unit work shall be performed by bargaining unit members. Only after offering any and all available overtime to bargaining unit members and they decline, will

any bargaining unit work be assigned to others. The only exception to the above is unsworn duties on Heritage Festival and Halloween. Unsworn duties may be covered, at the discretion of the Chief, with unsworn personnel, and the activities of a person, employed by a private sector entity, performing law enforcement activities on the private property of their employer.

## ARTICLE THIRTY-FIVE

### WAGES

#### 35.1 Wage Increases

- |     |                          |      |
|-----|--------------------------|------|
| (A) | Effective August 1, 2008 | 4.5% |
| (B) | Effective August 1, 2009 | 4.5% |
| (C) | Effective August 1, 2010 | 3.5% |

#### 35.2 Advancement On The Salary Schedule

- (A) Current “0” step will be designated as the “FTO rate”. A new hire shall remain at the FTO rate until the member completes field training activities. This usually requires three (3) to seven (7) months depending on the officer’s certification.
- (B) After completion of FTO activities a member shall move to step 1 of the police officers rate schedule and the date of advancement to step 1 shall be the member’s anniversary for future step changes. Nothing in this section limits the right of the city to place a newly hired but experienced police officer at a step higher than step one.
- (C) Upon completion of field training and at least one (1) year in the annual step schedule the member shall advance to an accelerated step 5.
- (D) A member shall serve six (6) months on step 5 and then be advanced to step 6.

35.3 Salary Schedule:

(A) Field Training Rate

Effective	8/1/08	\$21.60
Effective	8/1/09	\$22.57
Effective	8/1/10	\$23.36

(B) Police Officer Rate

STEP	1	2	3	4	5	6
TIME IN STEP	1 YR.	1 YR.	1 YR.	1 YR.	6 MOS.	//////////
EFFECTIVE 8/1/08	23.97	24.88	26.22	27.57	29.04	30.57
EFFECTIVE 8/1/09	25.05	26.00	27.40	28.81	30.35	31.95
EFFECTIVE 8/1/10	25.93	26.91	28.36	29.82	31.41	33.07

35.4 Officer In Charge. Any patrol officer not of sergeant rank who works over eight (8) hours in the same pay period as the “officer in charge” (OIC) shall be paid a stipend of one dollar (\$1.00) per hour for all hours worked as OIC. It is in the sole discretion of the chief of police as to the assignment of any patrol officer to OIC status.

ARTICLE THIRTY-SIX

FITNESS PROGRAM

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

## ARTICLE THIRTY-SEVEN

### ALLOWANCES AND BONUSES

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

**ARTICLE THIRTY-EIGHT**

**CANINE UNIT**

- 38.1 Provided the City elects to maintain a canine unit, the following shall apply:
- A. K-9 officers shall receive additional compensation of Ninety-Five (\$95.00) per week, pursuant to normal payroll with all appropriate deductions. The parties hereby agree that this additional compensation shall be full and complete compensation for the K-9 officers' off-duty work time for home dog care activities such as feeding, grooming and exercising the dogs, which the parties acknowledge should normally not exceed an average of one (1) hour per day.
  - B. K-9 officers agree to increased and reasonable flexibility of their schedules in order to avoid excessive overtime (i.e., if called in with dog three hours prior to regular shift, K-9 officer may be asked to remain on shift and leave three (3) hours early.)
  - C. The City of Mason shall reimburse K-9 officers up to Two Hundred Dollars (\$200.00) per year for carpet cleaning expenses.



## ARTICLE THIRTY-NINE

### DURATION

This Agreement shall be effective on August 1, 2008 and shall remain in effect through midnight, July 31, 2011.

38.2 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.

38.3 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.

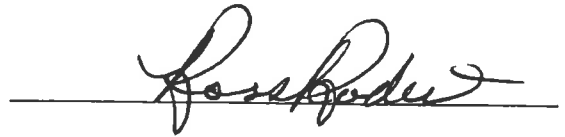
Therefore, both parties, for the duration of this Agreement voluntarily and unequivocally waive the right, and each collectively or individually, with respect to any subject or matter referred to or covered by this Agreement, even though such subjects or matters may not have been within the knowledge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

THE CITY OF MASON, OHIO


  
Eric Hansen, City Manager

DATE: 1/12/09

OHIO LABOR COUNCIL,  
FRATERNAL ORDER OF POLICE

  
\_\_\_\_\_

DATE: 1-14-09

  
Don Cope  
Patrolmen's Unit

DATE: 12/24/08

\_\_\_\_\_  
Dan Edwards  
Patrolmen's Unit

DATE: \_\_\_\_\_

## FITNESS PROGRAM

### **Physical Examinations**

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

### **Physical Examinations Required**

- A. A satisfactory level of general health on the part of agency personnel should be maintained so that work can be performed efficiently and without personnel shortages caused by excessive sick leave. This may also be reflected in earlier detection of health problems for the benefit of the employee.
- B. A physical examination shall be required of each sworn full-time officer at the expense of the City on an annual basis, by a licensed physician. The results of this examination are to be given to the affected employee and the Chief of Police for evaluation and consideration. This information, while confidential, may subject the employee to further evaluation and/or other administrative actions.
- C. The examining physician shall certify the employee for duty for a period of twelve (12) months in the following areas: vision, hearing, blood pressure, and sub-maximal stress tests. Failure to meet minimum standards in any of these areas may be cause for the officer to be placed on paid administrative leave for up to three (3) days. During this three (3) day period, the officer shall take reasonable steps to meet the standards. If at the end of the three (3) day period, the officer is still unable to meet the standards, the employee may be placed on sick

leave, if any, until the standards can meet on a re-evaluation. The standards for the Mason Police Department are based on the Department of Transportation standards. These standards are: (1) Vision, 20/40 - corrected or uncorrected; (2) Hearing, loss in better ear not greater than 40 decibels at 50 hertz, 1,000 hertz, 2,000 hertz; (3) Blood pressure, 160/90; (4) cardiovascular evaluation test by means of a treadmill or a sub maximal stress test. The employee may choose a physician at his own expense for the purpose of verifying the initial results. All examining physicians shall be supplied a copy of the job description for the position of police officer, so that the physician can "certify" that the employee meets the required standards relevant to the job.

- D. An employee may choose to receive a physical examination from a physician of their own choosing. In this case, the annual examination must be paid for by the employee. The physician must perform the same examination required and must supply the Chief of Police with a statement that the employee meets the minimum health standards established by the department to perform the duties of police officer.

### **Health and Fitness Standard**

- A. The Mason Police Department is committed to assisting its officers in the maintenance of health and physical fitness. The following program shall serve as a guideline for compliance and subsequent needed assistance.
- B. The Chief of Police, with the required assistance, shall be responsible for the formulation and administration of a comprehensive and fair fitness program. It is the responsibility of all sworn personnel to comply with this program. Participation is mandatory for all full-time sworn personnel. The department may request examination by an additional physician or other qualified person(s).
- C. After the officer has successfully passed the physical examination, a fitness evaluation will be conducted. This shall be accomplished only by persons qualified to conduct such testing

and will be on an annual basis. This fitness evaluation shall consist of computation of body fat, flexibility testing, and muscular strength and endurance testing.

1. Height/Weight and Body Fat Percent

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

2. Flexibility Test

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

3. Muscular Strength

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

D. Once the fitness evaluation is complete, the certifying physician may certify the officer as physically fit for duty. The physician shall look at each of the areas used for fitness evaluation and data collected in the clinical examination and then make a judgment as to the overall fitness of the officer for duty. This determination is made after a physician review of the officer's job description. The officer shall not be held in non-compliance for failure to meet standards in any one category, unless the physician feels that the degree of the specific non-compliance could dramatically hinder the performance of the officer's duties. However, the physician must certify the officer for overall fitness based on the Officer's job description, by evaluating the entire fitness profile of the officer. This is based strictly on the physician's opinion after incorporating information from the aforementioned job descriptions.

Note: Health standards listed previously.

***E. Non-Compliance-Remedial Step-Penalties***

1. Employees who do not achieve the minimum acceptable weight or body fat standards will be considered as not in compliance. The Chief of Police shall order the employee to undergo a fitness evaluation at a vendor to be selected by the City. Employees, may at their own expense, select an alternative vendor to conduct this evaluation. The Chief of Police must approve any vendor used for this fitness evaluation.

2. The initial phase of addressing employees that are assessed as not being in compliance shall focus on a remedial track. A selected vendor will provide the City and the employee a stated goal that will bring the employee into compliance. The selected vendor will also provide the employee with a structured program designed to bring the employee into compliance. Unless directed otherwise by the selected vendor, the remedial phase of the program shall be completed within three (3) months of the assessment of non-compliance. The employee shall be exempt from any punitive actions by the City of their non-compliance during the remedial phase of the process. Failure to actively participate in the recommended structured program, attend prescribed meetings or sessions, or achieve incremental goals as may be determined by the vendor, shall constitute an unwillingness on the part of the employee to participate in the remedial phase of the process and will shift non-compliance to a punitive disciplinary track.

3. The remedial phase of non-compliance shall be limited to three (3) months, absent a recommendation by the selected vendor. With proper recommendations for an extension and the approval of the Chief of Police, the remedial phase of the program could be extended for and additional three (3) months.

4. Employees shall be considered in compliance once they have met the targeted stated objectives during the remedial or punitive phase of the process.

5. A failure to come into compliance with the acceptable weight or body fat during the stated remedial phase of the program will result in an activation of the punitive disciplinary process.

6. The employee will be notified in writing when the employee's non-compliance transitions from a remedial track to a punitive disciplinary track.

7. If the employee fails to come into compliance with the targeted and stated objectives at the end of Ninety (90) days after the transition to a punitive disciplinary track, letter of counseling by the Chief of Police, or his designee shall be issued.

8. If the employee fails to come into compliance with the targeted and stated objectives at the end of One Hundred Twenty (120) days after the transition to a punitive disciplinary track, a written warning will be issued.

9. If the employee fails to come into compliance with the targeted and stated objectives at the end of One Hundred Eighty (180) days after the transition to a punitive disciplinary track, a written reprimand will be issued.

10. If the employee fails to come into compliance with the targeted and stated objectives at the end of Two Hundred Seventy (270) days after the transition to a punitive disciplinary track, up to a One-Hundred-Twenty (120) hour suspension may be ordered.

11. For every subsequent Ninety (90) day period the employee fails to come into compliance with the targeted and stated objectives after the transition to the punitive disciplinary track, up to a forty (40) hour suspension may be ordered.

12. Employees who received administrative action for non-compliance with these standards, and subsequently achieved compliance, and who are found at any future date to have gained

sufficient weight and/or body fat to again be in violation of these standards will again be subject to the remedial phase of non-compliance.

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

**G.** A waiver or exemption from meeting the compliance standards of this order can only be authorized by the Chief of Police, or designee, and upon sufficient medical data. Such waiver for exemption shall be for a period not to exceed one (1) year increments.



## APPENDIX "A"

This adopted Weight Standards chart provides for:

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

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

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

### HEIGHT/WEIGHT STANDARD

(Male)

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

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

#### MAXIMUM ALLOWABLE BODY FAT TABLE

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

# HEIGHT/WEIGHT STANDARD

(Female)

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

## APPENDIX "B"

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

### FLEXIBILITY

(Male)

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

### FLEXIBILITY

(Female)

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

## APPENDIX "C"

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

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

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

### PUSH-UPS

(Male)

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

### PUSH-UPS

(Female)

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

### SIT-UPS

(Male)

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

### SIT-UPS

(Female)

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

### Program Implementation

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

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