EXHIBIT

tabbies

A

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

CITY OF MASON, OHIO

AND

MASON PROFESSIONAL FIRE FIGHTERS,

IAFF, LOCAL 4049

TABLE OF CONTENTS

ARTICLE ONE - AGREEMENT

This Agreement is between the CITY OF MASON, OHIO, hereinafter referred to as the "Employer", and THE CITY OF MASON PROFESSIONAL FIREFIGHTERS LOCAL 4049, hereinafter referred to as the "Union", a labor organization as defined in Chapter 4117 of the Ohio Revised Code.

The express provisions of the Agreement may not be changed unless all the parties agree to mutually re-open the agreement before the expiration date. An agreement to re-open does not necessarily guarantee a change in the express provisions of this Agreement. A change in the agreement will be implemented by an addendum to the agreement signed by the duly authorized representative of the parties.

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. 00-REP-05-0116 consisting of Fire Fighter-Paramedic- Inspector-Captain and Assistant Fire Chief.

Excluded: Fire Chief, Deputy Fire Chief, all part-time personnel.

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 of members covered by this Agreement.

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

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

A. termination of employment, or

B. transfer of a job other than one covered by the bargaining unit, or

C. layoff from work, or

D. an agreed leave of absence without pay, or

E. written revocation of the checkoff authorization by the employee submitted during the period of 120 to 60 days prior to the expiration of this Agreement.

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

ARTICLE FOUR - NON-DISCRIMINATION

4.1 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.

4.2 The Employer agrees not to interfere with the rights of the employees to become members of the Union and there shall be no disparate treatment, interference, restraint or coercion by the Employee or any representative of the Employer against any employee because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union. Neither the Union nor any of its members shall discriminate against any employee because of such employee's non-membership in the Union, or non-support or opposition to union activities.

4.3 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 FIVE - MANAGEMENT RIGHTS

5.1 The Union recognizes the Employer's exclusive right to manage its affairs and the Employer retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the State of Ohio and of the United States and the Charter of the City of Mason. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the Employer including but without limiting the generality of the foregoing:

A. the right to manage its affairs efficiently and economically, including the determination of quantity, quality, frequency and type of services to be rendered;

B. the determination, purchase, and control of the types and numbers of materials, machines, tools and equipment to be used; the selection of the location, number and type of its facilities and installations; and the addition or discontinuance of any services, facilities, equipment, materials or methods of operation;

C. the right to hire and set the starting rate of pay for new employees; 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 to 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 Fire 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, location 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 Fire 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 establishing 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 funds; to determine the fact 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 Fire 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 - BULLETIN BOARDS

6.1 The Employer agrees to provide bulletin board space of sufficient size in the Fire 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 maybe posted. All items posted by the Union or employee shall be approved and signed by the Union President. The bulletin board shall be maintained in a neat and orderly manner.

ARTICLE SEVEN - ACCESS TO CITY PROPERTY

7.1 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 approval from the Chief of Fire, or his designee before entering upon the premises.

ARTICLE EIGHT - LABOR/MANAGEMENT MEETINGS

8.1 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 with the union discuss pending problems and to promote a more harmonious labor/management relationship. The parties shall limit the size of their respective committees to no more than two (2) representatives unless both parties mutually agree to waive the limit on two (2) representatives.

8.2 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.

8.3 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.

Pending grievances shall not be discussed in labor management meetings.

8.4 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.

8.5 Nothing in this Article shall relieve a union representative on duty from their duty to respond if an emergency call is received during a labor management meeting.

ARTICLE NINE - PROBATIONARY PERIOD

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

9.2 An employee promoted to a new position shall serve a probationary period of one hundred eighty (180) days. During this probation period, the Employer shall evaluate the performance of the employee in the new position, and if the Employer determines, in its sole discretion, that the employee is unsuitable for the new position, the Employer shall return the employee to his former position and rate of pay. The employee who is promoted to a new position may, at his option, give up the new position and return to his former position and rate of pay within ten (10) days after the date upon which he begins work in the new position.

ARTICLE TEN - GRIEVANCE PROCEDURE

10.1 The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach 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, or that it applies to matters not covered by this Agreement.

10.2 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.

10.3 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.

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

10.5 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 ten (10) calendar days after the events giving rise to the grievance or within ten (10) calendar 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.

10.6 A grievance may be brought by the Union or 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 a class action, shall be required to sign the grievance.

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

10.8 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.

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

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

STEP 1. In order for a grievance to receive consideration under this procedure, the employee shall orally present the grievance to the Deputy Chief within ten (10) days of the

occurrence that gave rise to the grievance. Upon request of the employee, a representative of the Union shall be present. The immediate supervisor shall respond within ten (10) days following receipt of the oral complaint.

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 ten (10) days of the reply by the immediate supervisor, but in no event later than twenty (20) days after the occurrence, present the written grievance to the Chief. The Chief, or his designee, shall respond, in writing, to the employee and the Union Steward within ten (10) days following the presentation of the written grievance, to Step 2.

STEP 3. If the grievance is not resolved in Step 2 and the employee wishes to proceed to Step 3, the employee shall present the written grievance to the City Manager or his designee within ten (10) days from the receipt of the answer in Step 2 or if no answer is received, within thirty (30) days after the occurrence. The City Manager or his designee shall respond to the grievant, in writing, within ten (10) days following the presentation of the grievance to Step 3. The City Manager, or his designee, may schedule a grievance hearing to consider the arguments of the grievant.

If a grievance is not satisfactorily resolved in Step 3, the City Manager, or his designee, may schedule a grievance hearing to consider the arguments of the grievant.

STEP 4. THE ARBITRATION PROCEDURE

Within ten (10) days from the date of the final answer received under Step 3 of the grievance procedure, but in no event later than fifty days after the occurrence causing the grievance, the Union shall notify the Employer of its intent to seek arbitration over an unadjusted grievance. Only the Union may authorize an appeal to arbitration.

The Federal Mediation and Conciliation Service shall be requested to submit a panel list of seven (7) 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. The Union shall first strike a name. 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 shall limit his decision strictly to the interpretation, application, or enforcement of the specific language in the Agreement. He may not add to, subtract from, modify, or amend the Agreement. The decision of the arbitrator shall be final and binding. The arbitrator shall be without the authority to recommend any right to 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. The arbitrator shall have the power to issue subpoenas to compel attendance of witnesses.

10.11 The fee of the arbitrator and the rent, if any, for the hearing facility shall be borne by the losing party. 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 his regularly scheduled assignment, if on duty to testify at the hearing.

10.12 The arbitrator shall render in writing his 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.

10.13 A representative shall be permitted a reasonable amount of time during this regular duty hours without loss of pay or benefits to investigate and process grievances. A representative shall notify the immediate supervisor in charge of his shift that he requires time 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.

10.14 Only one representative at a time will be assigned to a grievance and only the assigned representative will be given time during his regular 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.

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

ARTICLE ELEVEN - DISCIPLINE

11.1 All disciplinary action shall be taken and governed exclusively by the provisions set forth in this Article.

11.2 No bargaining unit member shall be disciplined by a reduction in pay or position, suspension, written reprimand, or dismissal except for just cause.

11.3 Forms of disciplinary action shall be written warning, written reprimands, suspension, suspension of record with pay, loss of accrued vacation of up to eight (8) hours, demotion, or discharge.

11.4 When the Employer determines that an employee may be guilty of an act or omission for which a suspension, demotion, loss of vacation, or discharge may be warranted, the following steps shall apply:

A. The employee will be granted a pre-disciplinary conference.

B. The employee will be notified of the nature of the alleged conduct, the time and place of the hearing, the person conducting the hearing, and of his right to bring with him to the conference a union representative.

C. At the conference with the hearing officer the conduct in question will be described to the employee and the employee shall have an opportunity to offer his explanation, defense, or mitigating circumstances.

D. Following the hearing, within twenty-one days unless extended by mutual agreement, the Employer will impose the disciplinary action or advise the employee that no action will be taken. If the disciplinary action consists of suspension, demotion, or discharge, the employee will be served with a Notice of Disciplinary Action.

11.5 The Employer may conduct investigations of alleged misconduct by an employee and may require a member of the bargaining unit to submit written reports. A member of the bargaining unit must, upon direction of the Chief, or his designee, respond completely and truthfully to all questions asked of him which relate to the alleged misconduct.

ARTICLE TWELVE - PERSONNEL FILES

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

12.2 An employee covered hereunder shall be allowed to review his personnel file at a reasonable time upon written request to the Personnel Director. The file shall not be removed under any circumstances by the Employee from the area designated for his review of the file.

12.3 If an unfavorable statement or notation is in the file, the employee may place a statement of rebuttal or explanation in his file. No anonymous material of any type shall be included in the employee's personnel file. The explanation or rebuttal must be submitted to the personnel director with instructions to include it in the personnel file.

12.4 Records of written warnings and reprimands shall cease to have force and effect two(2) years from the date of issuance and shall, upon request of the employee, be removed from the personnel file, provided no intervening discipline has been entered into the file.

12.5 A record of any suspension shall be removed from the personnel file three (3) years from the date of the beginning of the suspension, provided no intervening discipline has been entered into the file.

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.

ARTICLE THIRTEEN - DRUG AND ALCOHOL TESTING

I. PURPOSE OF DRUG TESTING PROGRAM

A. The Fire 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 fire department free of illegal drugs. Liability could be found against the Department and the employee if we fail to address ourselves with diligence to ensure that employees can perform their duties without endangering themselves or the public.

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

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

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

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

II. DEFINITIONS

A. Drug Test - A urinalysis test administered under an approved conditions and procedures to detect drugs.

B. Reasonable Suspicion - An apparent state of facts and/or circumstances found to exist upon inquiry by the supervisor, which would induce a reasonably intelligent prudent person to suspect the employee was under the influence of drugs/narcotics.

III. GENERAL RULES

A. Department employees shall not take any narcotic or other dangerous drug unless prescribed by a person licensed to practice medicine. Employees who are required to take prescription medicine shall notify their immediate supervisor of the medication prescribed. Any statutorily defined illegal use of drugs by an employee, whether on or off duty, is prohibited.

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

1. Property includes, but is not limited to, department-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) and in the presence of the employee.

C. All employees who have a reasonable basis to suspect that another employee is illegally using drugs or narcotics, shall immediately report the facts and circumstances of such use to their supervisor.

D. Failure of any employee to comply with the intent or provisions of this general order constitutes grounds for disciplinary action, including dismissal, or other action determined appropriate by the Chief. Refusal by an employee to take a required test, i.e.; a test that is ordered based upon reasonable suspicion as defined in paragraph II (B) above, or under circumstances described in paragraphs IV, (A) and (B), below, or follow this general order, will result in immediate relief from fire department 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 may order a drug test when he has reasonable suspicion of drug use by an employee due to one or more of the following criteria: (1) incapable to perform his/her assigned duties, (2) reduced productivity, (3) excessive vehicle accidents, (4) high absenteeism, (5) other behavior inconsistent with previous performance, or (6) the

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

2. A supervisor may order a drug test:

a. Where he or she 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 before the supervisor orders the test.

5. A supervisor who orders a drug test when he has reasonable suspicion of an employee's usage or possession, or that an employee is under the influence of drugs, shall forward a report containing the facts and circumstances directly to the Chief.

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 that a police department employee of his/her choice be present for the transportation and test, provided said individual is off duty and reasonably available.

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

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

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

7. All parties involved will be transported back to the department.

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

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

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

ARTICLE FOURTEEN - SENIORITY

14.1 Seniority shall be based upon years of continuous service and shall be determined from the employee's last date of hire by the City's Fire Department. Seniority shall be a factor in layoff, recall, and vacation preference.

ARTICLE FIFTEEN - LAYOFF AND RECALL

15.1 Layoff. Layoff shall be by seniority within the classification. Then the employee with the least number of years of continuous years with the Fire Department shall be the first 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 twenty (20) days advance notice. Within five (5) days after receiving notice, the employee may exercise his right to bump. An employee may bump any less senior employee in the same classification or within any classification previously promoted from, provided the more senior employee possesses the skill, ability, and qualifications to perform the work without further training. Any employee who is bumped from his position will have five (5) days in which to exercise his bumping rights in a similar manner. Any employee who does not have sufficient seniority and/or skill, ability and qualifications to bump, shall be laid off and placed on the recall list.

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 for which a layoff/recall list exists 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.

15.4 Nothing in this Article restricts the right of the Employer to hire or retain part-time employees provided that a laid off employee shall be offered the part-time work before a part-time employee is hired or assigned to do work in the classification of layoff.

ARTICLE SIXTEEN - HOURS OF WORK

16.1 The standard work period consists of 19 days and 144 hours. The employer retains the right to make changes or adjustments in the schedule. The employer retains the right to require employees to work overtime.

16.2 Overtime means actual hours worked in excess of 144 hours in the standard work period, unless the excess hours in the standard work period result from the employee switching his regularly scheduled off day (Kelly day). For purposes of this Agreement and compliance with the Fair Labor Standards Act, the employee is deemed to have been off on his regularly scheduled off day (Kelly day) in the same manner as is permitted under 29 CFR 553.31.

16.3 There shall be no duplication, pyramiding, or compounding of overtime and/or premium pay. The highest rate of compensation under this Agreement is one and one-half (1-1/2) times the normal straight time hourly rate. Hours charged to vacation, holiday and personal time shall be considered hours of work for overtime purposes. Sick leave shall not be counted as hours worked for overtime purposes.

16.4 The regular schedule shall be a tour of twenty-four (24) hours' work followed by forty-eight (48) hours off. Each standard work period shall consist of a fixed number of working tours and periodic scheduled off days (Kelly days) consistent with a Section 7(K) exemption schedule under the Fair Labor Standards Act, and which, over the course of time, result in an average of approximately fifty-three (53) regular working hours per week.

16.5 Members assigned to duties other than regular EMS Supervisor duties may be assigned to a different schedule. A member normally assigned to a forty-hour per week schedule shall be paid overtime at one and one-half (1-1/2) times the member's regular hourly rate for

overtime work connected to the member's regular duties, and shall be paid at an adjusted overtime rate if assigned to perform overtime work filling in on the tour schedule.

An adjusted overtime rate for purposes of this subsection is determined as follows: Member's Annual Rate divided by 2756 times 1.5.

ARTICLE SEVENTEEN - CALL-IN PAY

17.1 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 two hours to be paid for such call-in.

17.2 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 two (2) hours pay. Pay shall be at the overtime rate if the hours worked fall under the definition of overtime in Section 16.2 of Article 16.

ARTICLE EIGHTEEN - WAGES

18.1 Upon ratification by both parties the bargaining unit members listed below shall receive a lump sum payment as follows:

Vicki Koch	$2,155.00
Andy Riddiough	$2,295.00
Michelle Cardwell	$ 675.00
Dyana Garland	$2,060.00

18.2 Wage Schedules

EMS Supervisor

	Entry	After 2 Years	After 4 Years	After 5 Years
Effective 10/1/02	16.19	16.84	17.52	-----
Effective 10/1/03	16.91	17.59	18.30	19.03

Inspector

	Entry	After 2 Years	After 4 Years	After 5 Years
Effective 10/1/02	16.89	17.56	18.27	-----
Effective 10/1/03	17.65	18.35	19.17	19.94

18.3 Placement On Salary Schedule

Effective October 1, 2002 bargaining unit members shall be placed on the salary schedule as follows:

Andy Riddiough	-	after 2 years	-	$16.84
Vicki Koch	-	after 4 years	-	$17.52
Michelle Cardwell	-	after 4 years	-	$17.52
Dyana Garland	-	after 4 years	-	$18.27

18.4 Bi-Weekly Paychecks

Members assigned to the 24-48 tour schedule shall be paid for not less than 106 hours each biweekly pay period provided the member is in a pay status for each scheduled tour of duty during such pay period, irrespective of whether the member actually works or is in a paid status 106 hours during the pay period.

Overtime shall be paid in every other pay period for all overtime worked and unpaid through the close of the previous pay period.

The purpose of this provision is to provide a biweekly equalization in paychecks for regular hours worked or paid.

ARTICLE NINETEEN - VACATION

19.1 During the first four years of employment members working the tour system of on 24 off 48 shall earn vacation at the rate of 3.7 hours for each bi-weekly pay period, and shall be permitted to accrue a maximum balance of 288 hours.

19.2 During the fifth through the ninth year of employment, members working the tour system of on 24 off 48 shall earn vacation credits at the rate of 5.06 hours for each bi-weekly pay period, and shall be permitted to accrue a maximum balance of 396 hours.

19.3 After the ninth year of employment, members working the tour system of on 24 off 48 shall earn vacation at the rate of 6.45 hours for each bi-weekly pay period, and shall be permitted to accrue a maximum balance of 504 hours.

19.4 Service credit shall be based on the length of service with the City of Mason.

19.5 Members shall not use vacation during the first six months of employment.

19.6 All vacation use must be approved by writing in advance, by the Chief or his designee.

19.7 A member working any schedule other than the on 24 off 48-tour schedule shall receive vacation in accord with the following schedule:

Years of Service (40 Hour Work Week)	Hours Per Pay Period	Approximate Annual Accrual	Maximum Vacation Balance
During the First Four Years of Employment	3.08	80 hours	3 times the yearly balance to a maximum of 240 hours
During the Fifth Year through the Ninth Year	4.62	120 hours	3 times the yearly balance to a maximum of 360 hours
After the Ninth Year of Employment	6.16	160 hours	3 times the yearly balance to a maximum of 480 hours

19.8 Members shall bid for vacation in December of each year. The Chief shall act on the vacation bids by January 15 of the following year. Vacation preference shall be on the basis of seniority. A vacation approved by the Chief cannot be changed, or revoked by the employer, except in the case of extraordinary emergency.

19.9 Replacement of, or coverage for, personnel on vacation shall be at the sole discretion of the Chief without limitation.

19.10 Members may with prior approval of the Chief use vacation hours in less than twenty-four increments.

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 and Christmas Day.

20.2 An employee shall receive eight (8) hours straight time pay at the employee's regular hourly rate in the pay period in which the holiday occurs, irrespective of whether the employee is scheduled to work or is scheduled off on the holiday. An employee shall receive one and one-half times (1-1/2x) the employee's regular rate for each hour the employee works on a holiday.

20.3 An employee will not forfeit his holiday pay if the holiday happens to fall during a week when the employee is on vacation.

20.4 In addition to the legal holidays listed above, each employee will be permitted twenty-four (24) hours of personal time off per year. The use of personal hours must be approved by the Chief before they are taken.

ARTICLE TWENTY-ONE - SICK LEAVE

21.1 Accrual. Sick leave accrued at the rate of 4.4 hours of sick leave per pay period. 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 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 layoff.

21.2 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 redeem accumulated sick leave. Such redemption (or conversion) shall be at the rate of three (3) accumulated sick leave hours exchanged for one (1) hour of pay at the employee's regular rate of pay immediately prior to retirement. The maximum number of redeemable hours shall be 1680 sick hours for 560 hours of regular pay. Sick hours are not convertible to cash under any other circumstances.

21.3 Sick leave 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 after delivery and works three months after returning; paternity leave up to five (5) days; non-emergency medical treatment of the employee when necessary and upon prior approval of supervisor; illness in the employee's immediate family if the employee's personal days are exhausted; attendance at a funeral for a person other than member of immediate family upon approval of City Manager, in his sole discretion.

21.4 An employee desiring to use sick leave must contact the Chief as early in the workday as possible but not later than one (1) 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 leave must be approved by the Chief and the City Manager prior to payment. Upon approval, the employee's sick pay accumulation will be reduced. No use of sick leave will be permitted in advance of accrual.

21.5 Before sick leave can be paid, the employee must fill out a request for sick pay and submit it to the Chief for approval. A sick leave request in excess of 24 hours must be supported with a written statement from a physician indicating the nature of the illness of the member, or a family member; dates of the illness, and authorization for the employee to return to work if the employee was absent because of his own illness or injury. The sick leave request form is to be submitted by the employee upon his return to work. When an employee has a condition that he knows will require an absence of more than 24 hours, the employee must advise the Chief of the duration of his absence on the first day and, thereafter, keep the Chief apprised of his status at reasonable intervals.

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

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

A. Report the injury to his department head not later than 24 hours after the injury.

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

C. Complete the appropriate Workers' Compensation forms.

D. Apply for injury leave by completing and delivering to the personnel director an application for injury leave.

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

22.3 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.

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

22.5 If injury leave is approved and if the days of absence from work will be, in the City's estimation, compensable by the Ohio Bureau of Workers' Compensation with permanent total or temporary total disability compensation payments, then the City will advance to the employee his or her regular wages for the period of time between approval of injury leave by the personnel director and the date that the permanent or temporary total disability payments are first issued by the Ohio Bureau of Workers' Compensation. Upon receipt of the Workers' Compensation payment from the Ohio Bureau of Workers' Compensation, the employee shall repay and assign to the City the compensation payments for the date 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 the following:

A. That the employee is working for remuneration of his 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 14 weeks, and the Bureau of Workers' Compensation has not made a finding of special circumstances. Determinations by the personnel director of any of the foregoing enumerated items may be appealed to the Personnel Board of Review. The appeal must be taken within 10 days after the determination by the personnel director. The personnel review board is required to conduct a hearing within 30 days after the appeal is filed by the employee. The determination of the Board will be final.

22.6 The City shall hold open a position of an employee on injury leave to the extent practical, but not longer than 6 months. The period of time shall be initially stated as a condition of injury leave in the personnel director's notice to the employee of injury leave approval. 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.

22.7 An employee who is unable to perform his regular job duties for an aggregate total of 24 weeks within any period of 365 consecutive days, may be permanently replaced.

22.8 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.

22.9 The City shall continue to pay for the employee's insurance benefits, including all deductibles, while an employee is on injury leave status up to six (6) months. After six (6) months, the insurance benefits must be continued, if at all, by the employee at the employee's cost. Time on injury leave spent by a new employee shall not count toward vacation eligibility. A full time permanent employee (an employee who has successfully completed nine (9) months of service with the City of Mason) who is on injury leave status at any time during any calendar year, shall be credited on January 1of the next calendar year with the vacation leave that he or she would have earned but for the injury leave status. However, 1/12th of the vacation leave shall be deducted for each month or each part of a month over 10 working days that he or she was on injury leave status during the prior calendar year. A full-time permanent employee who is on injury leave for a period of six (6) months after the end of his or her injury leave shall have the deductions attributable to that first period of injury leave restored.

22.10 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.

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

ARTICLE TWENTY-THREE - MILITARY LEAVE

23.1 Employees who are members of a reserve component of the Armed Forces, the Ohio National Guard, the Ohio Defense Corps, or Ohio Naval Militia, and who are ordered to appear for temporary active duty or field training duty shall be paid their military pay and their straight-time pay for the hours that they would have normally been scheduled to work for the period not to exceed a maximum of 176 hours for forty hour personnel or 212 hours for shift personnel. When such military service is carried out at the option of the employee, the City will grant the employee a military leave of absence but it will be without pay.

ARTICLE TWENTY-FOUR - FUNERAL LEAVE

24.1 Funeral leave will be granted upon approval of the City Manager to an employee who has had a death in his or her immediate family. This is a personal leave with pay and is for the purpose of permitting an employee to attend the funeral and tend to the care and needs of immediate family members in the circumstances. Up to twenty-four hours 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 the purposes of this Article, "immediate family" means spouse, sibling, parent, grandparent, child, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepchild, and stepparent. 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 hours.

ARTICLE TWENTY-FIVE - FMLA RIGHTS

25.1 Nothing in this Agreement is intended to limit a member's rights under the Family Medical Leave Act. The Employer reserves the right to require a member to use paid leave concurrently with FMLA leave for any absence which qualifies for family medical leave under the Act.

ARTICLE TWENTY-SIX - SAFETY

26.1 Any employee who believes a safety hazard exists, such as unsafe equipment, conditions, or practices by fellow employees, shall report the situation immediately to their supervisor. The supervisor will then investigate, and if an unsafe condition exists, take any steps necessary to correct the unsafe condition.

26.2 Safety meetings requested will be administered in accordance to Labor Management Article 8.

ARTICLE TWENTY-SEVEN - HEALTH INSURANCE

27.1 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 Employer shall pay 100% of the premiums charged by the insurance carriers for the hospitalization, major medical coverage, and prescription drugs during the term of this Agreement. The major medical coverage will have a maximum lifetime benefit of $1,000,000 per covered person. Employees may be required to pay co-pays and deductibles as determined by the Plan.

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

27.3 The Employer shall provide each eligible full-time employee with dental coverage for the employee and his/her dependents. Each employee participating in the dental plan shall be required to pay a portion of the premium for the coverage. The employee's portion at the execution of this Agreement is $1.50 per month for single coverage and $6.00 per month for dependent coverage. Any premium increases during the term of this Agreement shall be shared pro rata between the employee and the Employer. Maximum coverage allowed per premium year is $750.00 per enrolled, which may include $250.00 of coverage for orthodontics per premium year.

27.4 Employees shall be eligible to participate in the optical plan offered by the City. Participation shall be optional and shall be in accordance with the terms of the plan. Each employee shall contribute, through payroll deduction, the sum of $1.00 per month for single coverage and $4.00 per month for dependent coverage. Maximum coverage allowed per premium year is $200 per enrolled.

27.5 If the Employer changes insurance companies the insurance will remain the same or gain a better coverage.

ARTICLE TWENTY-EIGHT - DISABILITY INSURANCE

28.1 Members of the bargaining unit shall at no cost to the member be covered by the City's group disability insurance plan currently identified as Jefferson Pilot Financial Group Policy No. GL000010041258, which will provide at a minimum:

A. Commencement of benefit not later than 90 days after the employee becomes disabled and is unable to work..

B. Annual disability benefit not less than 55 percent of employee's base annual rate (e.g., straight-time hourly rate times 2,080 hours time 55 percent).

C. Maximum period of disability benefit not less than 5 years.

28.2 If the carrier or the terms of the group disability insurance plan change, and the change applies to non-represented city employees, then such changes shall also apply to bargaining unit members.

28.3 Benefits under this disability insurance plan terminate if an employee receives disability retirement benefits pursuant to a state retirement system.

ARTICLE TWENTY-NINE - TUITION REIMBURSEMENT

29.1 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 fire department work and are approved by the Chief in advance.

ARTICLE THIRTY - RESIDENCY

30.1 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 THIRTY-ONE - UNIFORMS

31.1 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, as may be determined by the Chief, that may be necessary for the employee to perform his/her duties. 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.

31.2 The Employer shall provide work boots and a belt and replace them as necessary in the judgment of the Chief of Fire. The Chief shall consider the specifications set forth by the manufacturers of said equipment.

31.3 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 THIRTY-TWO - TRAINING

32.1 The expense for permanent, full-time employees who are required by the City to attend training schools, seminars, or other instructional or educational programs, prior written approval of the Chief is required, 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 reimburse for meals up to $10.00 for breakfast, $15.00 for lunch, and $20.00 for dinner, when meals are not included within the tuition payments.

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

D. Hotel or motel charges (when lodging is not provided as a term of tuition payment) for programs beyond 75 miles from the municipal building of Mason, Ohio.

E. An employee may be assigned to eight-hour days during training time without suffering a reduction in the employee's biweekly pay.

32.2 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 THIRTY-THREE - JURY DUTY

33.1 City employees, when called to jury duty in any court of record in Warren County, Ohio, or adjoining counties, shall be paid regular salary for the period of such jury service. Upon receipt of payment for jury service during regular working hours, the employee shall deposit such funds with the Financial Department of the City. When a full-time employee receives notice for jury duty in any court of record in Warren County, Ohio, or in any adjoining county, he/she shall present such notice to his/her immediate supervisor. A copy will be made of the notice and filed and recorded in the employee's personnel file:

A. When notified by the court to report for jury duty on a certain day, a time report shall be completed and signed by the assignment commissioner or appropriate court official for each day during jury service setting forth the time and arrival and departure from the court. Such record shall be presented by the employee to his/her supervisor upon return to work.

B. When an 8-hour shift employee is not required to be in court for jury duty for one (1) or more hours of his/her regular shift, he/she shall report to work. The supervisor in each individual case shall determine the time the employee shall be released from work to report for jury duty or return to work after being released from jury duty, taking into account a reasonable allowance for travel time. Alternatively, the employee, at his/her option, may charge such duty time at the beginning or end of his/her shift as paid leave.

C. When a 24-hour shift employee is required to report for jury duty on a day following his/her regular shift, he/she will be relieved of duty with pay at

approximately 11:00 p.m. the night before. If a 24-hour shift employee is excused from jury duty on his/her regular duty day he/she shall return to duty for the remainder of his/her shift, or until 11:00 p.m., if required to report for jury duty again the following day.

ARTICLE THIRTY-FOUR - PAYMENT AT TERMINATION

34.1 Employees who terminate their employment with the employer shall receive compensation for:

All accrued vacation at the employee's current hourly rate of pay. In the event of death, such compensation shall be paid to the employee's estate.

ARTICLE THIRTY-FIVE - SAVINGS CLAUSE

35.1 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 days at a mutually agreeable time in an attempt to modify the invalid provisions of this Agreement and enter into good faith negotiations.

35.2 This Agreement supersedes and replaces all applicable state and local laws which it has authority to supersede and replace. Only where this Agreement is silent, the provisions of applicable law shall prevail. It is intended by the parties that the Union's and the member's statutory rights are hereby waived in regard to any matter provided for in this Agreement which is also provided for in the laws of the State of Ohio. This Agreement shall be the exclusive statement of a member's rights in regard to any matter provided herein unless this Agreement expressly adopts the statutory provisions by reference thereto.

ARTICLE THIRTY-SIX - DURATION

36.1 This Agreement shall be effective upon ratification by the City Council and shall remain in effect through September 30, 2004.

36.2 If either party desires to modify or amend this Agreement, it shall give notice of such intent no earlier than ninety (90) calendar days prior to September 30, 2004, nor later than sixty (60) calendar days prior to September 30, 2004. Such notice shall be by certified mail with return receipt requested.

36.3 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.

36.4 It is agreed that this Agreement supersedes all statutory remedies or rights that may be provided by the laws of the State of Ohio if the subject of such remedy or right is provided for in this Agreement. The Union and the members waive their statutory right or remedy and retain only the rights set forth in this Agreement in regard to those subjects.

THE CITY OF MASON, OHIO

_____

DATE: _____

MASON PROFESSIONAL FIRE FIGHTERS
IAFF 4049

_____

DATE: 11/8/02

Kevin Rader
Business Representative
International Association of Fire Fighters
The City of Mason Professional Fire Fighters Local 4049
Mason, OH

Letter of Understanding

The City of Mason Professional Fire Fighters Local 4049 recognize that at the time of the signing of the letter of understanding there exists a severe shortage of personnel in the position of EMS Supervisor. Therefore, it is understood by Local 4049 and the City of Mason that, for the duration of this shortage of personnel in the position of EMS Supervisor, and only for the period of this shortage, the city may assign qualified part-time and other qualified full-time personnel to fill in for shift supervisors. The City will make a diligent effort to eliminate the shortage of EMS Supervisors.

For Local 4049

Vicki Koch V.P.

11/8/02
Date

For the City of Mason

11-20-02
Date

Kevin Rader
Business Representative
International Association of Fire Fighters
The City of Mason Professional Fire Fighters Local 4049
Mason, OH

Letter of Understanding

The City of Mason and the Mason Professional Fire Fighters Local 4049 have, in order to resolve differences regarding the issue of trading of tours and/or work time, have reached the following understanding:

Within a reasonable period of time following the execution of a collective bargaining agreement between the parties, the Chief of the Fire Department shall create and issue a departmental policy regarding "trades," which will not prohibit trades.

For Local 4049

Vickie Koh V.P.

11/8/02
Date

For the City of Mason

11-20-02
Date

THE CITY OF MASON, OHIO

DATE: _____

MASON PROFESSIONAL FIRE FIGHTERS
IAFF 4049

Vicki Koch V.P.

DATE: 11/8/02