

ARTICLE 26 - MILITARY LEAVE

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 obligated to appear for temporary active duty or field training duty (but not weekend reserve meetings, weekend drills or the like) shall be paid the difference, if any, between their military pay and their straight-time pay for the hours that they would have been scheduled to work for the period not to exceed a maximum of two hundred forty-eight (248) working hours per year. 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 27 - COURT TIME

An employee will receive his regular straight time pay during his scheduled hours of work when he is absent therefrom because he is serving as a juror. An employee is required to appear for work on all regularly scheduled work days during the hours that the employee is not required to be present in court or in the jury room.

An employee who is subpoenaed to appear in a legal proceeding by virtue of the employee's employment with the City will not lose compensation for the time spent in the legal proceeding if the legal proceeding occurs during the employee's normally scheduled work hours.

An employee who is subpoenaed to appear in a legal proceeding which is not related in any way to the employee's employment with the City will be granted a leave of absence without pay upon approval of the City Manager.

When notified, the Employee and the Employer shall by mutual agreement, reschedule any vacation or holiday which may occur while an Employee sits as a juror or alternate juror.

ARTICLE 28 - WAGES

Wages shall be as described on Exhibit "A" to this Agreement.

A bargaining unit member receiving additional compensation under the "Licensure Requirements" set forth on Exhibit "A" shall be notified in writing if such license is no longer required. If a license is no longer required, the member shall not receive the additional compensation set forth in Exhibit "A". However, the member's hourly rate, inclusive of the additional licensure compensation, as of December 31, 2002 shall be "red circled" and shall remain in effect until the classification rate of the member's position equals or exceeds the member's red circled rate.

ARTICLE 29 – SUB-CONTRACTING

The Employer will not commence the contracting out of work customarily performed by bargaining unit employees if any full-time bargaining unit employees are then on layoff or if the contracting out of such work would cause the layoff of full-time bargaining unit employees.

ARTICLE 30 – LEAVE OF ABSENCE

30.1 Unpaid Leave of Absence. Leaves of absence are disruptive and expensive to the City and are not encouraged. Leaves of absence will be granted in cases of bona fide necessity, emergency, or when required by applicable law. The rules for leaves of absence will be strictly enforced.

(A) Unpaid leave of absence for reasons other than new child care, immediate family invalid care, or employee illness. A leave of absence is a definite period of time during which an employee is absent from work and during which the City will guarantee reinstatement to the same job or a similar job upon the employee's return. A leave of absence will not last longer than 60 calendar days. Only full-time employees who have satisfactorily completed at least one year of continuous service will be eligible to request a leave of absence. A leave of absence request must be made in writing to the Personnel Director. The request must specify the exact dates of the leave, the reasons for the leave, and the promise of the employee to return to work at the stated return date. The request must be supported by appropriate documentation. The request must be notarized. Leave requests will be evaluated on a case-by-case basis. The chief factors in evaluating a leave request are:

- (1) The likelihood that the employee will in fact return on the stated date in a condition to fully and satisfactorily perform available work; and
- (2) Whether the employee's absence can be efficiently and economically covered without undue burdens on the remaining employees. Other

factors which may be considered are the employee's length of service, position, and performance record. It is, of course, necessary that the reason given for the leave request be urgent and bona fide.

If the leave request is approved, the City will give the employee written confirmation. The confirmation will inform the employee of any additional conditions of approval and obligations of the employee with respect to the leave. An employee who fails to observe the conditions of the leave will be deemed to have voluntarily quit. In the event that changed circumstances render it impossible for the employee to comply with leave conditions, the employee may request in writing an extension or modification. The request must be made with the same formalities as required for an original leave request.

- (B) Unpaid leave of absence for new child care, immediate family invalid care, and employee illness. To be eligible for a leave of absence under this section, an employee must have worked for the City of Mason for at least 12 consecutive months prior to requesting leave and, during those 12 consecutive months, the employee must have worked no less than 1,250 hours.

This subsection applies only to unpaid leaves of absence for the following reasons:

- (1) To care for the son or daughter of the employee during the child's first year of life.
- (2) Because of the placement with the employee of a son or daughter for adoption or foster care when the son or daughter

is under 18 years of age or, if over 18 years of age, is incapable of self-care because of disability.

- (3) In order to care for the spouse, son, daughter, or parent of the employee, if such spouse, son, daughter, or parent has an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical facility, or that involves significant continuing treatment by a licensed medical doctor, osteopathic physician or other legitimate provider of recognized efficacious medical treatment.
- (4) Because of the inability of the employee to perform the functions of his or her position due to the employee's illness, injury, impairment or a physical or mental condition involving inpatient care in a hospital, hospice or residential medical care facility or that involves continuing treatment by a medical doctor, osteopathic physician, or other bona fide legitimate provider of recognized efficacious medical care.

An employee who meets the service eligibility requirements of this subsection and who submits a written, notarized leave request accompanied by appropriate documentation of the need for leave for any of the reasons enumerated in the preceding paragraph, shall be entitled to an unpaid leave of absence up to a total of 12 work weeks of leave during the 12-month period immediately following the occurrence or onset of the event for which leave is requested under this subsection.

The total amount of leave granted under this section shall not exceed twelve weeks in any twelve-month period.

Leave for the reasons stated in items 30.1(B) and 30.1(B)(2) above concerning childcare may not be taken intermittently. Leave for reasons listed in items 30.1(B)(3) and 30.1(B)(4) above concerning invalid care and employee illness may be taken intermittently when medically necessary. If an employee requests intermittent leave for planned medical treatment, the City may require the employee to transfer temporarily to another position for which the employee is qualified, having equivalent pay and benefits, which better accommodates the recurring periods of intermittent leave.

At the beginning of the 12-week period of leave requested by the employee, the employee must use any available vacation time concurrently with the leave granted in this section.

Employees are required to submit leave of absence requests as far in advance as possible. In case of leave-causing events which are foreseeable, the employee must provide the City with a request for leave not less than 30 days in advance of the foreseeable event or occurrence.

In the event that two employees of the City are husband and wife and are both eligible employees of the City, the aggregate number of work weeks of leave to which both may be entitled will be limited to 12 work weeks during any 12-month period if leave is taken for child care under items 30.1(B) or 30.1(B)(2) above or for invalid care of a sick parent under item 30.1(B)(3) above.

(5) When leave is requested for invalid care or employee illness as defined in items 30.1(B)(3) or 30.1(B)(4) above, the City will require, as a condition of granting leave, adequate documentation of the medical facts claimed by the employee as the basis for requesting leave. The employee shall provide to the City a legitimate, bona fide, legible report which provides:

- (a) The identity, specialty, address, telephone number, and state professional license number of the health care provider signing the report.
- (b) The exact medical diagnosis of the condition for which the leave of absence is requested.
- (c) The date of onset, progress summary of the condition, and the probable duration of the condition to the best of the physician's knowledge with reasonable medical certainty.
- (d) Medical facts of the condition, including the objective and subjective signs and symptoms, test results, and/or x-ray findings which form the basis of the diagnosis and prognosis, the specific cognitive and functional limitations imposed by the medical condition, and, in the case of illness of the employee, a description of the specific job functions of the employee which would be impaired by the medical condition.
- (e) A competent opinion describing the nature of, frequency of and duration of the time required of the employee to provide necessary care for the invalid subject of the leave request.
- (f) If the leave request involves intermittent leave for planned medical treatment, an opinion setting forth the nature of the treatment, the dates upon which it will be rendered, the duration of the treatment, and the probable convalescent time after the treatment.

In the event that the employee is unable to obtain the above information within ten days after the date of submission of the leave request, the employee may be granted leave temporarily upon execution by the employee of an authorization in favor of the City to obtain directly from the medical providers involved the information set forth above.

If, upon receipt of the information set forth above, the City has reason to doubt the validity or competency of the information provided, the City may require the employee to submit to an independent examination by a health care provider designated by the City and paid by the City. In the event of disagreement between the employee's health care provider and the health care provider designated by the City, the City may require review by a third health care provider designated or approved jointly by the City and the employee. The cost of the third opinion will be borne by the City, and the third opinion will be final as to the facts known at the time of the review. The City may require subsequent evaluation on a reasonable basis as the medical condition progresses or develops.

An eligible employee who takes leave of absence under this subsection for the reasons stated in this subsection will be entitled, on return from such leave, and having complied with the requirements of the City as conditions of the leave, to be restored to the position held by the employee at the beginning of the leave or an equivalent position with equivalent benefits and pay. Seniority and vacation do not accrue during the period of leave. However, during the period of leave under this subsection, the City shall maintain the employee's group health insurance coverage under the terms, conditions, contributions, and costs that would have applied had the employee not taken the leave of absence. In the event that the City changes insurance companies or plans during the period of leave, the employee on leave will be treated in the same manner as an employee actively at work having the same medical conditions and dependents.

In the event that an employee fails to return from leave after the period of leave to which the employee is entitled has expired and fails to return for a reason other than the continuation, recurrence or onset of a serious health condition entitling the employee to leave under items 30.1(B)(3) and 30.1(B)(4), or for circumstances clearly beyond the control of the employee, the Employer may recover the premium paid by the Employer for maintaining health coverage for the employee during the period of unpaid leave.

The City will ordinarily require, in the case of an employee returning from leave due to his or her own illness, appropriate documentation from the employee's physician certifying that the employee is in fact capable of returning to full performance of the essential functions of his or her job.

ARTICLE 31 – BARGAINING UNIT WORK

It is understood and agreed that foremen are working foremen and may work with the tools. During the regular workday, the Superintendent may work with the tools as long as no bargaining unit member is laid off thereby. On overtime, management personnel will not perform bargaining unit work when bargaining unit employees would thereby be deprived of the overtime opportunity. When the overtime work is essentially a "one-man job," the foreman or Superintendent on duty may lend incidental assistance to the bargaining unit member performing the overtime work.

ARTICLE 32 - BULLETIN BOARD

The City will provide a lockable bulletin board at the City Garage and at the Water Treatment Plant. The Union steward shall be given a key and shall be responsible for keeping the boards neat, clean and free of obscene and vituperative matter. The Union may post on the board notices relating to official Union business and items of importance to the members of the bargaining unit.

ARTICLE 33 - DURATION AND TERMINATION

This Agreement shall be effective on January 1, 2009 and shall remain in effect through midnight on December 31, 2011.

If either party desires to modify or amend this Agreement, it shall give notice of such intent no earlier than 120 calendar days prior to the expiration date, nor later than 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 calendar weeks upon receiving notice of intent.

The parties acknowledge that during the negotiations which resulted in this 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 to bargain 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 parties shall continue in force and effect all of the conditions of the existing collective bargaining agreement without resort to strike or lockout for a period of sixty days after either party gives notice to negotiate or until the expiration date of this Agreement, whichever occurs later.

By: 
ERIC HANSEN
CITY MANAGER

- Date: 5/26/09

**TRUCK DRIVERS, CHAUFFEURS and
HELPERS LOCAL UNION 100**

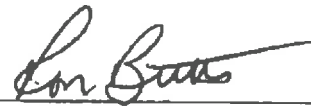
By: 
BUSINESS AGENT

EXHIBIT "A"

	Effective 1/1/09	Effective 1/1/10	Effective 1/1/11
Maintenance Worker I (Entry Level)	16.53	17.19	17.88
Maintenance Worker II (Upon Completion of Probationary Period)	18.57	19.31	20.08
Maintenance Worker III (Public Works)	22.70	23.61	24.55
Maintenance Worker III (Public Utilities)	22.30	23.19	24.12
Mechanic (Entry Level)	19.83	20.62	21.45
Mechanic (Upon Completion of Probationary Period)	23.95	24.91	25.91
Plant Operator (Entry Level)	18.17	18.90	19.66
Plant Operator (Upon Completion of Probationary Period)	21.47	22.33	23.22

Licensure Requirements

Plant Operators - Receive an increase of 8% above applicable base rate upon obtaining Class I certification; an additional increase of 4% above applicable base rate upon obtaining Class II certification; additional increase of 4% above applicable base rate upon obtaining Class III; and additional increase of 4% above applicable base rate upon passing a certified backflow prevention course.

Maintenance Workers in Public Utilities - Receive an increase of 4% above applicable base rate upon obtaining Class I collection and/or distribution certification and an additional increase of 4% above applicable base rate upon Class II collection and/or distribution certification.

Mechanics – Mechanics approved to receive an ASE Master Mechanic Certification for vehicles or for trucks shall be paid an additional 8% hourly rate supplement for either certification, but not for both certifications. Mechanics approved to pursue EVT Level Certification shall for each level achieved and maintained be compensated with an additional hourly supplement as follows:

Fire Apparatus	
Level I	1%
Level II	1%
Master Level III	2%

Ambulance	
Level I	1%
Level II	1%
Master Level III	2%