

City of Wilmington
Fire Reopener Negotiations
Employer Package Proposal
July 21, 2014

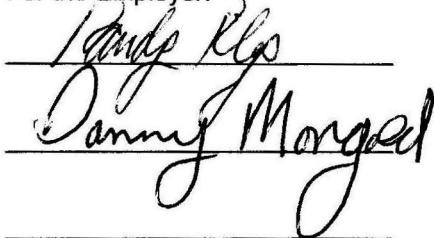
1. The City will adjust the step placement of all employees in this bargaining unit so that each employee will be placed on the step they would have occupied had they advanced on the contract pay scale(s) during the period of the City's wage freeze. This adjustment will become effective with the pay period beginning on June 29, 2014, and including July 1, 2014, rather than the pay period including January 1, 2015, as previously negotiated in Section 19.2 of the current collective bargaining agreement. Article 19 will be modified as indicated on the attached copy of that article.

2. Effective June 29, 2014, the City will give bargaining unit members a prospective 24% salary increase. Article 19 will be modified as indicated on the attached copy of that article.

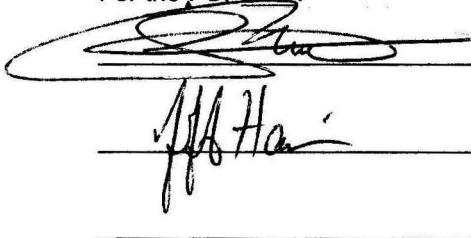
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3. Notwithstanding any language to the contrary in the current collective bargaining agreement, this package proposal resolves and completes the parties' 2014 and 2015 wage reopener negotiations, and satisfies the need for further bargaining over contractual wage issues until the parties commence negotiations for a successor collective bargaining agreement in 2015. In addition, this package proposal resolves any pending grievances pertaining to step assignment for this bargaining unit.

For the Employer:



For the FOPIAEE:



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ARTICLE 19 - WAGES AND COMPENSATION

Section 19.1. Effective on January 1 2013, the pay ranges to which bargaining unit employees are assigned shall be frozen at the 2008 level in accordance with Appendix A of this Agreement, except for employees who received a step increase in 2009, who shall retain that step increase. Effective June 29, 2014, the City will provide bargaining unit members a ~~prospective 4%~~ 4% wage increase. The parties agree to re-open this Agreement for Article 19 – Wages on or about November 1, 2013 for 2014 and November 1, 2014 for 2015. The parties acknowledge that the Dispute Resolution Procedures under R.C. 4117.14 are available to the parties if impasse is reached in either the 2013 (for 2014) or 2014 (for 2015) re-opener negotiations.

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In the event that the Employer grants any group of bargaining unit or non-bargaining unit employees an annual wage increase in excess of the ~~0%~~ 4% annual increase provided by this agreement, the increase provided by this agreement shall be amended to conform to that higher percentage increase. This provision does not apply in situations where the Employer grants individual employees wage increases due to wage corrections, enhanced compensation for out of classification or other extraordinary work assignments, or similar increases in compensation addressing unique situations of individual employees.

Section 19.2. There shall be no step level increases in 2013 ~~or prior to the pay period beginning on June 29, 2014.~~ The parties shall address whether or not such step increases shall be awarded as part of the re-opener negotiations for the 2014 wages. ~~Effective with the pay period beginning on June 29, 2014, and including July 1, 2014, January 1, 2015,~~ the placement of bargaining unit employees on the salary scale will be “caught up” to correspond to the employees’ years of qualifying service.

Section 19.3. Employees who obtain and maintain paramedic certification, and to whom the Employer assigns duties requiring the active use of these skills and training as a paramedic, shall be entitled to receive a pay supplement equal to 6.0% of their current base rate of pay during each year of the contract in which the employee is assigned and regularly performs paramedic duties for the Employer. These calculations are set forth in Appendix A as ranges 1B and 2B.

Section 19.4. The Employer will pay a bargaining unit employee, who is not receiving paramedic certification pay pursuant to Section 19.3, one hundred dollars (\$100) per year, in the first pay check in December, where that employee: (1) completes training required by the Employer and receives one of the certificates below as a result of that training, or completes training above and beyond the minimum level required for the employee’s current position but which is required by a position into which the employee could be promoted or which has been otherwise approved by the Employer, and (2) obtains one of the certificates listed below as a result of completing that training, and (3) performed the functions covered by the certification at least four (4) times annually during the year leading up to the December payment as part of their current position with the Employer, and (4) supplies the Fire Chief proof of completion of the training and acquisition of the certification. Employees may receive a one hundred dollar (\$100)

lump sum payment for no more than three certifications. Post-certification training exercises for the specific certification may be used to satisfy the performance requirement in (3). Payments under this section will correspond to the year leading up to the payment.

Fire or EMS Instructor

Haz-Mat Tech or higher

BUSTER

Air Pack maintenance (brand specific)

The Chief may designate additional certifications which are eligible for this stipend, which shall be attached as an appendix to this collective bargaining agreement.

Section 19.5. The Employer shall pay all bargaining unit employees by electronic funds transfer. Such electronic funds transfer shall take place in one of two ways, depending upon the employee's election: (1) direct deposit into an account at the employee's financial institution; or (2) stored-value debit card, which shall be opened in the employee's name and provided to the employee. Employees shall authorize the Employer to make direct deposits by completing the appropriate authorization agreement and providing the appropriate account information. Employees electing to receive a stored-value debit card shall cooperate with the Employer and the Employer's financial institution to create the stored-value debit card for the employee's benefit.

Randy Riley
Dany Mangold
DATE 6-30-11