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AGREEMENT

between

THE CITY of AURORA, OHIO

and

AURORA CITY FIRE FIGHTERS, LOCAL 2488

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

Effective January 1, 2015 through December 31, 2017

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ARTICLE 1 - PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of Aurora, Ohio, hereinafter referred to as "the Employer" and the International Association of Fire Fighters, Local 2488, AFL-CIO, hereinafter referred to as "Union".

ARTICLE 2 - RECOGNITION

2.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all full-time employees of the City of Aurora Fire Department holding rank of Fire Fighter/Paramedic I, Fire Fighter/Paramedic II, Fire Fighter/ Paramedic III, Lieutenant and Captain for the length of this contract according to the provisions of Section 4117 of the Ohio Revised Code.

ARTICLE 3 - NEGOTIATION PROCEDURE

3.01 PROCEDURE

- A. By February 1st of each year in which the contract is to expire, the Union may submit to the Mayor and the State Employment Relations Board (SERB) the desire to negotiate the successor agreement and offer to bargain collectively, with a list of proposed changes and a copy of the preceding agreement.
- B. By February 15th the Employer and Union shall each designate a contract committee composed of no more than four (4) members each. The two committees will begin negotiating forthwith.
- C. If, by, April 1st, an impasse exists, either committee may ask the SERB to intervene, and the SERB shall intervene and appoint a mediator.
- D. If no agreement has been reached by April 10th, the parties shall request a list of five (5) qualified Fact-Finders from SERB. The parties shall select a single Fact-Finder from the list by alternately striking names. If the parties cannot agree within five (5) days, SERB shall appoint a Fact-Finder.
- E. The Fact-Finder shall schedule and conduct the Fact-Finding according to the rules, regulations, timelines contained in R.C. 4117.14(C).
- F. The parties shall accept, fail to reject by 60% or more, or reject the Fact-Finder's recommendation in accordance with the respective voting percentages contained in R.C. 4117.14(C)(6).
- G. If no agreement has been reached by May 20th, the parties shall request from SERB a list of five (5) qualified conciliators and the parties shall select a single conciliator from the list by alternately striking names. If the parties cannot agree within five (5) days, SERB shall, on the 6th day, appoint a conciliator from a list of qualified conciliators.

- H. By May 30, the conciliator shall be appointed and have an organizational meeting with the committee.
- I. The conciliator shall hold a hearing and render a decision within thirty (30) days.
- J. Not later than five (5) calendar days before the hearing, each of the parties shall submit to the conciliator, the opposing party, and to SERB, a written report summarizing the unresolved issues, the party's final offer as to the issues, and the rationale for that position.
- K. The conciliator shall resolve the dispute between parties on an issue by issue basis, from between each of the party's final settlement offers.
- L. The conciliator shall make written findings of fact and promulgate a written opinion and order upon the issues presented to him and upon the record before him and shall mail or otherwise deliver a true copy thereof to the parties and the board.
- M. The issuance of the conciliator's decision constitutes a binding mandate to both parties.
- N. All final decisions are subject to review by the court of common pleas having jurisdiction over the Employer.
- O. The parties shall bear equally, the cost of the mediator, Fact-Finder and/or conciliator.
- P. Should the law in Ohio not require conciliation, at the time the parties negotiate a successor agreement, the parties agree the above procedure shall be amended to provide for Federal Mediation to be the final step if the parties cannot come to agreement on or before, May 20 of the last year of the agreement.

ARTICLE 4 - UNION MEMBERSHIP, MEETINGS AND DUES

4.01 The Employer agrees to deduct from each payroll, dues, fees and assessments, in an amount certified to be current by the secretary/treasurer of the Local Union, from the pay of those employees who individually authorize in writing that such deductions be made. The total amount of deductions shall be remitted within fourteen (14) days of the deduction by the Employer to the secretary/treasurer of the Union in the full amount deducted.

4.02 There shall be no discrimination, interference, restraint, or coercion by the Employer against any employee for his activity on behalf of, or membership in, the Union, as long as such activity does not interfere with said employee's work schedule.

4.03 All members of the bargaining unit, as defined in Article 2, shall join the IAFF and OAPFF or maintain their membership in the IAFF and OAPFF, or alternatively pay a service fee in an amount equal to annual dues for membership in the IAFF and OAPFF as a condition of employment in accordance with the Ohio Revised Code.

4.04 In the event a service fee is to be charged to a member of the bargaining unit, the employer shall deduct such fees in the same manner as dues.

ARTICLE 5 - WORK RULES

5.01 The Union agrees to comply with the department rules and regulations not in conflict herewith, and acknowledge that it is the function of the Employer to establish, enforce and amend these from time to time. The Employer shall supply these in printed form to the Union and each employee. In the development of rules and regulations, the employer shall not be arbitrary and capricious.

ARTICLE 6 - MANAGEMENT RIGHTS

6.01 Unless a public employer agrees otherwise in a collective bargaining agreement, nothing in Chapter 4117 of the Revised Code impairs the right and responsibility of each public employer to:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise evaluate or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 7 - GRIEVANCE PROCEDURE

Step 1. The employee or employees concerned shall submit, in writing, a grievance to the Fire Chief within fifteen (15) days of the time the grievant knew or should have known of the alleged violation of this agreement. Said grievance shall include the specific section of this agreement allegedly violated. The Fire Chief shall convene a hearing and render a written decision within fifteen (15) working days of the hearing.

Step 2. If the grievance is not settled in Step 1, the grievance shall be submitted to the Mayor within fifteen (15) working days of the Fire Chief's decision being received, who shall convene a hearing and render a written decision within fifteen (15) working days of the hearing.

Step 3.

- A. If the grievance is not settled in Step 2, within fifteen (15) days from the date that the party receives its decision at Step 2, unless the parties mutually agree in writing to extend this time period, the grievance shall be submitted to arbitration by either party upon notice to the other party, and the following procedures shall be followed.
- B. An impartial arbitrator shall be selected from a list of seven (7) qualified arbitrators supplied by the American Arbitration Association upon the request of either party.
- C. Within fifteen (15) working days of receipt of the list, the parties shall make a mutual selection of an arbitrator. In the event the parties cannot agree, the parties will alternately strike names until one is left.
- D. The arbitrator will convene a hearing and render a written decision within 30 business days.
- E. The arbitrator shall have no power to add to, subtract from, change, modify or amend any of the provisions of this agreement, and he shall decide the issues presented on the basis of the preponderance of the reliable and substantial evidence in the record of proceedings and the express terms of this agreement. The arbitrator shall not substitute his judgment for that of the Employer.
- F. The arbitrator's decision will be binding.
- G. The arbitrator's expense and compensation shall be borne equally by both parties and paid within thirty (30) days of the invoice.
- H. These time periods referred to above may only be extended by mutual agreement of the parties in writing.
- I. The Employer, Union or member employee have the right to be represented by or accompanied by legal counsel during any steps of these procedures.
- J. The employee shall have the right to file a grievance under this grievance procedure or file an appeal to the Civil Service Commission. A grievance filed under the above grievance procedure shall constitute a waiver of an employee's right to file an appeal on the same alleged violation with the Civil Service Commission. Also, an appeal to the Civil Service Commission regarding an alleged violation of Aurora Civil Service Rules and Regulations is a waiver of the right of an employee to use of this grievance procedure.

In the event the employee appeals through both the grievance procedure and to the Civil Service Commission, the employee shall automatically be deemed to have elected an appeal to the Civil Service Commission.

ARTICLE 8 - UNION RIGHTS

8.01 The Union shall have the right to appoint or elect representatives from its membership and such representatives shall be authorized and recognized by the Employer to represent the Union in Employer-Employee related matters. The names of employees so selected shall be certified in writing to the Employer.

8.02 The Union recognizes its responsibilities as the bargaining agent and agrees to represent all members of the bargaining unit, and shall respect the rights of all employees of the Fire Department.

8.03 The Employer agrees not to interfere with the rights of employees to join and participate in lawful activities. Such activities shall not interfere with the normal scheduled duties of the employees.

8.04 It is agreed that the employees of the Fire Department shall regard themselves as public employees, and shall be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they merit the respect, support and confidence of the general public.

8.05 All original appointments to this bargaining unit position shall be for a probationary period of one (1) year from the date of appointment. No appointment is final until the appointee has satisfactorily served the entire probationary period in the appointed position. A probationary employee may be removed at any time during the employee's probationary period. A probationary employee removed from the position does not have a right to appeal the removal under the parties' grievance procedure.

ARTICLE 9 - HOURS OF WORK

9.01 Members of the Fire Department, except as hereafter indicated, shall work a 3-platoon, 24-hour shift on and 48 hours off. At such time as it may become necessary to adjust this formula, seven-day notice shall be given to those employees affected by such adjustments. The City reserves the right to continue to assign some employees to 40-hour per week schedules, eight hours per day.

9.02 Employees who normally work a 40-hour work week shall, at the Fire Chief's discretion, work a 24-hour shift on and 48 hours off schedule. When working a 40-hour work week, the overtime rate will be paid based upon all hours worked over 8 hours per day. When working a 24-hour shift on and 48 hours off schedule, the overtime rate will be paid as outlined in Section 10.02.

9.03 Members of the respective platoons of the Fire Department may voluntarily trade time for personal reason, conditioned upon approval of the Fire Chief. The Fire Chief shall be given 72 hours advance written notice of such trade. Under no conditions will a fire fighter be allowed to accumulate more than 48 hours of "trade time". Under no circumstances will the City be responsible for hours of pay accumulated under trade time.

ARTICLE 10 - COMPENSATION

10.01 Basic Rate of Pay: Shall equal the respective annual salary divided by 2,756 hours for fire fighters, and 2,080 hours for any other fire fighter assigned to a 40 hour week.

10.02 Overtime: 1) When a member actually works any more than his scheduled hours, he will be compensated at 1.5 times his basic rate of pay for those hours worked. The employer will also meet FLSA requirements concerning overtime compensation for hours actually worked. As the basic rate applies to overtime pay, it is understood that the current practice of dividing the annual salary by 2,080 shall remain in effect for the duration of this agreement.

The term "Hours Actually Worked" shall include vacation days, holiday, sick days or comp time taken.

10.03 Salaries: All members of the Fire Department shall receive salaries and appropriate overtime based on the following schedule:

Effective January 1, 2015 - 2%	Annual Rate	Hourly Rate
Firefighter III	\$59,915.44	\$21.74
Firefighter II	\$63,525.80	\$23.05
Firefighter I	\$68,844.88	\$24.98
Lieutenant/Supervisor	\$72,207.20	\$26.20
Captain	\$76,120.72	\$27.62

Effective January 1, 2016 - 2.25%	Annual Rate	Hourly Rate
Firefighter III	\$61,265.88	\$22.23
Firefighter II	\$64,958.92	\$23.57
Firefighter I	\$70,388.24	\$25.54
Lieutenant/Supervisor	\$73,833.24	\$26.79
Captain	\$77,829.44	\$28.24

Effective January 1, 2017 - 2.50%	Annual Rate	Hourly Rate
Firefighter III	\$62,809.24	\$22.79
Firefighter II	\$66,584.96	\$24.16
Firefighter I	\$72,152.08	\$26.18
Lieutenant/Supervisor	\$75,679.76	\$27.46
Captain	\$79,786.20	\$28.95

\$1,200.00 Paramedic Stipend (Two Semi-Annual Payments of \$600.00) on or about 6/30/03 and 12/30/03 and each year thereafter.

- A. The respective sums shall be paid in 26 substantially equal installments per year.
- B. Paychecks will be issued on designated Fridays of each month at 0800, unless otherwise agreed to in advance between the Employer and the Union.

C. Other Pay:

1. When a member of the department, not on duty, is called in for duty at a fire or rescue, he shall be compensated at his overtime rate of pay for all hours worked, but he shall not receive less than 2 hours pay.
2. The City shall provide a full-time shift supervisor 24 hours per day, 365 days per year. The City may require a full-time fire fighter to act in the capacity of a supervisor in the absence of said supervisor and shall pay that firefighter the "Supervisor Rate" listed above for the time he/she serves as a supervisor.
3. Should a Lieutenant act in the capacity of a Captain, then that Lieutenant shall receive the rate listed above for a Captain for the time he/she serves as a Captain.

D. Uniform Allowance:

1. Effective January 1, 2015 and each calendar year thereafter, on the second pay in January, each bargaining unit member shall receive an annual uniform allowance of One Thousand Eighty Dollars (\$1,200.00).
2. If a member's employment in the Safety Department is terminated for any reason except reduction in safety force or retirement, during a calendar year for which he has received the aforesaid uniform allowance, he shall reimburse the City for a percentage of the allowance determined by dividing fifty-two (52) weeks remaining in the calendar year after his employment is terminated.

Reimbursement and repayment shall be accomplished through payroll deductions to the extent possible.

E. Compensation at resignation, dismissal, retirement, or layoff: A member who resigns, retires or is laid off, dismissed or upon death, is eligible and shall be compensated accordingly for all his accumulated overtime, compensatory time, holiday time, and vacation time.

F. Any clothing or turnout gear damaged or contaminated by exposure to hazardous materials or chemicals shall be replaced by the City at no cost to the employee, as long as such damage is legally reimbursable to the City and the City actually receives reimbursement. The employee shall receive replacement value after the City receives said reimbursement.

G. Longevity:

Each member of the bargaining unit with more than five (5) years of full-time service shall be eligible for longevity benefits. Payment shall be Three Hundred Sixty Dollars (\$360.00) beginning in the sixth (6th) year of employment and an additional

One Hundred Twenty Dollars (\$120.00) for each year thereafter. Such payment shall not exceed Two Thousand Forty Dollars (\$2,040.00) each year. Said payment shall be paid in a lump sum on the employee's anniversary date each year of the labor agreement.

ARTICLE 11 CONDITION OF EMPLOYMENT

11.01 Seniority: Seniority shall be determined by continuous service in the Fire Department, regardless of classification or position, calculated from the date of employment. Continuous service shall be broken only by resignation, discharge or retirement. Employees with the same employment date shall be assigned to the seniority list in order of their ranking eligible on the civil service eligibility list.

11.02 Personnel reduction:

- A. In the case of a personnel reduction, the employee with the least seniority, regardless of classification or position, shall be laid off first.
- B. Employees shall be recalled in the order of their seniority, regardless of classification or position.
- C. For twelve months, no new full-time employee shall be hired until all laid-off employees have been give opportunity to return to work.
- D. If any laid-off employee is called in for work for any amount of time, all benefits will be paid that month.
- E. For any laid off member, the Employer will provide opportunity for hospitalization, if available, for two months, at the Employee's expense, other coverage through subsequent employment during the above two-month period. The employee must submit monthly payments to the Finance Director prior to the due date of the insurance.

11.03 All persons appointed to the position of Fire Fighter/Paramedic within the union shall become certified paramedics within one year of initial appointment and maintain their status as such during their employment with the City. Notwithstanding the aforesaid, if the Mayor and Fire Chief determine that it is not possible to obtain the certification within one year because of scheduling problems, the Mayor and Fire Chief may, at their sole discretion, extend the period for obtaining certification. In no event shall a Firefighter/Paramedic III be permitted to take the initial certification course and exam more than one time. The Chief shall designate the paramedic course to be followed and the City shall pay for the cost of the course and all necessary refresher courses.

ARTICLE 12 - BENEFITS

12.01 All permanent officers and regular, full-time employees of the City of Aurora working a majority of the time a normal 40-hour average work week, not employed by separate contract, ordinance or resolution, are granted a vacation with pay upon the following schedule:

1-3 years	10 days
4 years	11 days
5 years	12 days
6 years	13 days
7 years	14 days
8 years	15 days
9 years	16 days
10 years	17 days
11 years	18 days
12 years	19 days
13-19 years	20 days
20 years and thereafter	25 days

12.02 All permanent officers and regular full-time employees of the City of Aurora working a 24-hour-on-48-off work schedule, ordinance or resolution, are granted a vacation with pay as follows:

1-2 years	4 24-hour duty days
3-4 years	5 24-hour duty days
5-7 years	6 24-hour duty days
8-10 years	7 24-hour duty days
11-12 years	8 24-hour duty days
13-14 years	9 24-hour duty days
15-19 years	10 24-hour duty days
20 years and thereafter	12 24-hour duty days

12.03 Employees shall earn vacation days according to the above schedules as of January 1st of each year. The employees that are promoted full time to 24 hours on and 48 hours off, the accumulated vacation scheduled in 12.01 above shall be converted to the schedule in 12.02 above for the number of years employed. Vacation selection shall be based upon total full time seniority regardless of Rank.

12.04 HOLIDAYS

Employees who work a normal average 40-hour work week whose salary or wage is paid by the City of Aurora, shall be paid for the holidays declared in the Section and shall not be required to work on such holidays, unless in the opinion of the employee's responsible administrative superior, that failure to work on such holiday would impair the public service. Employees who work a normal average 53 hour work week shall receive ten (10) 24-hour days to be taken at a time mutually convenient to the employee and his administrative supervisor. These ten (10) days are in lieu of the ten (10) paid holidays received by the 40-hour average work week employee.

Employees shall also receive two (2) personal holidays and the use thereof is subject to the Chief's/Designee's approval. Personal holidays may not be carried over from year to year.

Employees who work a normal fifty-three (53) hour work week and who actually work on a holiday listed in 12.05, may elect to forfeit the holiday described above, and take straight time plus the

holiday rate as set forth in 12.05 for each hour worked.

12.05 Employees who work the following ten (10) designated holidays, will be compensated at one-and-one-half (1 1/2) times their regular rate of pay:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Columbus Day
6. Veteran's Day
7. Thanksgiving Day
8. The day after Thanksgiving
9. Christmas Eve
10. Christmas Day

12.06 An employee, not on a normal 53-hour work week, must work the scheduled day before and the scheduled day after a holiday to receive compensation for said holiday. Exceptions will be given for scheduled vacations or sickness verified by a medical doctor's certificate.

12.07 When a 40-hour average work week employee is required by his responsible administrative superior to work on the day observed as a holiday, he shall be compensated at one and one-half times the regular rate of compensation for a minimum of two (2) hours.

12.08 SICK LEAVE

General Statement: Sick leave is a privilege given by the City to the employee. It may be used subject to the provisions of Section 12.13 below. Abuse of this privilege shall not be tolerated and proper disciplinary action shall be taken.

12.09 Rate of Accrual: A permanent full-time employee working a normal 40-hour average work week shall accrue sick leave at the rate of 1-1/4 work days for ten (10) hours for each full calendar month of service. All employees working a 53-hour average work week shall accrue sick leave with pay of .0577 hours for each hour worked for a total of 168 hours per year. Sick leave shall be deducted at a rate of one (1) hour for each hour of sick leave.

12.10 Maximum Accrual: There shall be no limit as to the accumulation of sick leave days.

12.11 Qualifications for Use of Sick Leave: An employee eligible for sick leave with pay may be granted such leave with the approval of the Department Head, the Director of Finance and the Mayor for the following reasons:

1. Personal illness or physical incapacity resulting from causes beyond the employee's control.
2. The illness or disability of a member of the employee's family that requires the care or attention of the employee.

3. Quarantine of the employee.

12.12 Notice Required: An employee not reporting for work because of any of the reasons stated above shall notify, or cause to be notified, his Department Head as soon as possible, preferably prior to the time he is to report for work. As soon as possible, thereafter, the employee shall submit to his Department Head a request for the use of sick leave on forms provided by the City.

12.13 Abuse of Sick Leave: An employee who abuses the privilege of sick leave may be suspended for a maximum of five days for the first offense and may be suspended without pay or dismissed for subsequent offenses.

12.14 Doctor's Certificate Required: Sick leave pay in excess of three (3) working days for 40 hours average work week employees or on (1) 24-hour duty day for 53 hour average work week employees shall be granted only after presentation of a written statement by a physician certifying that the employee's condition prevented him from performing the duties of his position. If the illness is, in the opinion of the Mayor, of an abnormal duration, the City may require, as a condition of reemployment, a physician's statement that the employee is able to return to work.

12.15 Sick Leave Credit Carryover: The previously accumulated sick leave of an employee, who has been separated from the public service, shall be placed to his credit upon his re-employment, provided that such re-employment takes place within ten (10) years of the date on which the employee last terminated from public service. An employee who transfers from one public agency to another shall be credited with the unused balance of his accumulated sick leave up to the maximum of sick leave accumulated permitted herein.

12.16 Work Injury, Sick Leave Buy-Back: Any member who is injured in the performance of his/her duties, shall be entitled to receive pay for a period of thirty (30) work days after his injury which shall not be deducted from sick leave, vacation or any other benefits which the member enjoys. Thereafter, the member shall be entitled receive sick leave pay for such absence to the limit of that employee's accumulated sick leave. The members shall, upon receipt of a state compensation payment for such injuries, but excluding any disability settlement, surrender the payment to the City, and the submission of such compensation shall cause all sick leave time used by the member to be restored to that member, which time is represented by the Temporary Total Disability check tendered to the City by the member. Surrender of worker's compensation payments and recrediting of such sick leave and/or vacation shall be in accord with the provisions contained in this paragraph.

12.17 Sick Leave Credit Upon Retirement: When retiring from public service with the City of Aurora, all employees may receive pay for unused sick leave if properly earned according to the computations below and if the employee retires directly from active service with the City of Aurora.

12.18 Upon direct retirement from the City of Aurora employment, each employee shall receive, at the per diem rate in effect at the time of retirement, a maximum of the equivalent of 640 hours of working pay. Such pay shall be calculated as follows:

12.19 Accumulated sick leave hours multiplied by 0.25 multiplied by 0.10 times years in the service

of the City of Aurora. If service to the City of Aurora equals or exceeds fifteen (15) years, then 0.12 will be used in place of the 0.10 in the calculation.

12.20 Proof of retirement must be established prior to payment of severance/retirement pay. It is the responsibility of the retiree to furnish said proof to the City Director of Finance or his designee. The minimum proof accepted is an actual physical presentation of the first and second retirement checks from the applicable retirement system. This will be a lump sum payment.

12.21 A retiree may find it necessary to return to a state of non-retirement, partial retirement or part-time work. In this event, the person involved may not claim for use or use any part of the unused sick leave in effect at the time of retirement.

12.22 Jury Duty: In the event a City employee is required to serve on a jury, he will be paid his regular pay only for those hours served and certified by the court. The employee will be required to return to work, present proper certification and complete his regularly scheduled working day in the event of early dismissal.

Any jury duty pay received by such employee so serving, shall be rendered to the City as reimbursement therefore.

12.23 Court Duty: If a City employee is required in the function of his job within the City to appear in Court for any reason other than jury duty, shall be paid his regular rate of pay for all the time spent in Court and travel to and from Court. However, any witness or mileage fees received by the employee from the Court for so serving shall be turned over to the City.

12.24 Regular rate of pay with respect to Court appearances on an employee's day off or call in on earned leave time off shall be understood to mean pay for overtime as set forth in Section 10.02.

12.25 Normal mileage payments shall be approved for those employees who use their own vehicles to travel to and from Court when City transportation is not available.

12.26 Leave Without Pay: General Provision: An employee may request leave without pay for any approved reasons listed herein. The leave request shall be in writing, and submitted to the employee's immediate supervisor. No leave shall be in excess of one (1) year.

- A. Military Leave: Whenever a leave of absence shall be granted to employees upon their application when it is shown that their request for such leave is by reason of their call to active duty or induction into Forces of the United States, or the Ohio National Guard, either by voluntary enlistment or by selective conscription in consequence of an Act of Congress or call of the President of the United States, such leave to extend for the period of such call of duty, the classification of such employee shall be maintained and the employee shall be entitled to immediate re-employment or reappointment, upon the expiration of his service in the Armed Forces upon his application for such re-employment, provided, however, that such application must be made with ninety (90) days after such expiration date. No pay shall be granted during any military leave of absence.

Whenever the time or length of service affects such an employee's status, rank, rating, or qualifications in any respect, the time during which such employee shall have served in the Armed Forces as contemplated by this Section, shall be credited to the employee's length of service as through he were employed during such time by the City.

- B. Medical Leave: An individual employee, having used up all sick leave to his credit, may be granted a leave without pay for medical causes, upon certification of reasons by a medical doctor and further upon approval of the Department Head and the Mayor. Fringe benefits and insurance will not be paid during the period such a leave is in effect. The employee may continue hospitalization coverage at his or her expense. The employee may return to work only upon recertification and approval of his return by a medical doctor.

12.27 Funeral Leave: An employee may be granted funeral leave with the approval of the Department Head, the Director of Finance and the Mayor for the following reasons;

1. The death of the employee's spouse, child, step-child, father, mother, step-father, step-mother, brother, sister, step-brother, step-sister, grandmother, grandfather, step-grandmother, or step-grandfather but not to exceed four (4) days for employees who work normal forty 40-hour average work week or two (2) 24-hour duty days for employees who work normal week. Such absences shall be deducted from the employee's accumulated sick leave, except said employee shall receive up to one 24-hour shift funeral leave or two (2) day leave for 40-hour employees that shall not be deducted from his sick leave.
2. The death of employee's spouse's mother, father, step-mother, step-father, brother, sister, grandmother, grandfather, step-grandmother or step-grandfather but not to exceed two (2) days for employees who work normal 40-hour average work week or one normal 56-hour average work week. Such absences shall be deducted from the employee's accumulated sick leave.

12.28 Compensation during the vacation, holiday and sick periods herein granted shall be as follows:

1. Persons on a normal 40-hour average work week who are paid on a salary basis shall have vacation pay calculated by dividing the annual salary by 2080 and then multiplying by the number of hours to be taken.
2. Persons on a normal 53-hour average work week who are paid on a salary basis shall have vacation pay calculated by dividing the annual salary by 2756 and then multiplying by the number of hours to be taken.
3. Persons transferring from another municipality or governmental agency shall be entitled to vacation pay based on their accumulated seniority, regardless of the period service was performed, but not to exceed the limits of this regulation;

however, vacation time off shall not be taken prior to the completion of six (6) months service with the City of Aurora.

12.29 Section 1. Hospitalization - Effective January 1, 2012, the employer shall provide the following medical insurance coverage and benefits:

Deductible at \$1,250.00 individual / \$2,500.00 family - In Network
Deductible at \$2,500.00 individual / \$5,000.00 family - Out of Network
Co-pay at twenty (20%) percent \$750.00 individual, \$1,500.00 family - In Network
Co-pay at forty (40%) percent \$1,500.00 individual, \$3,000.00 family - Out of Network
Total out of pocket at \$2,000.00 individual, \$4,000.00 family - In Network
Total out of pocket at \$4,000.00 individual, \$8,000.00 family - Out of Network
Emergency Room \$50.00 if non-life threatening/Emergency Room \$0 if life threatening
Urgent Care at \$25.00 co-pay
Doctor's office visits at \$10.00 per visit - In Network
Doctor's office visits Per Major Medical - Out of Network
Prescriptions - retail at \$5.00 generic / \$15.00 brand - 90 Day Supply
Prescriptions - mail at \$5.00 generic / \$15.00 brand - 90 Day Supply

NOTE: \$50.00 non-life threatening emergency room; \$5.00/\$15.00 prescriptions; and \$10.00 doctor's office visits are not applied toward out of pocket caps. Dental and vision insurance shall remain unchanged.

NOTE: Healthy Reward Credits Applied Toward Deductibles as Follows:
Completion of City's Wellness Program; individual \$500.00; family \$1,000.00
Abstinence from Tobacco in any form; individual \$500.00; family \$1,000.00
Healthy Reward Credits available after individual satisfies \$250.00 deductible or family satisfies \$500.00 of the deductible.

- B. The city shall provide all members of the bargaining unit with a life unit with a life insurance plan of Twenty Thousand Dollars (\$20,000.00).
- C. The parties shall automatically meet prior to any change in coverage of hospitalization insurance.

Section 12.30. Effective January 1, 2016, if an Aurora employee's spouse works and is eligible for insurance coverage through his/her employer's medical, dental or other insurance plan, or is eligible for insurance under a retirement system plan, then primary coverage must be carried with the primary employer or retirement system of each spouse in order for an employee to be eligible for such insurance coverage under the city of Aurora's plan.

Section 12.31. Eligible dependents, other than an employee's spouse, may be covered by the insurance coverage of the spouse or the insurance coverage of the employee. The decision regarding which insurance coverage shall be used for eligible dependents is at the employee's discretion but any such decision shall be applicable for the entire calendar year(s).

Section 12.32. In the calendar year, eligible dependents for which the Aurora employee has a formal, legal responsibility for the primary medical insurance coverage will continue to be eligible under Aurora's plan.

Section 12.33. The employee must notify the plan administrator immediately in writing of the commencement of such group health coverage for the spouse and other dependents for eligibility determination(s) under this provision

Section 12.34. Effective January 1, 2016, an employee shall contribute (3.0%) three percent of the total annual cost of his/her medical insurance coverage and benefits. The employee(s) contributions(s) shall be deducted in the appropriate amount(s) per pay period.

Effective January 1, 2017, an employee shall contribute (6.0%) six percent of the total annual cost of his/her medical insurance coverage and benefits. The employee(s) contribution(s) shall be deducted in the appropriate amount(s) per pay period.

Section 12.35. The employees' contributions in section 12.34 above shall not exceed the amounts contained in appendix 1, attached. Any costs incurred under section 12.30, or any payments made under section 12.34, shall not be included in the total out-of-pocket calculations referenced in section 12.29.

Section 12.36. Newly hired employees will be eligible for medical insurance and benefits thirty (30) days after their date of hire.

12.37 The Union shall have one (1) member assigned to the Labor-Management Committee prior to any increase in medical premium costs for employee health benefits which would reflect a contribution on the part of bargaining unit employees.

12.38 Section 125 Plan: Effective January 1, 2007, a Section 125 tax savings program under the Internal Revenue Code provisions shall be made available for employees. Maintenance costs of the 125 Plan shall be borne by the Employer.

ARTICLE 13 - SAVINGS CLAUSE

13.01 If any provision of this agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this agreement shall remain in full force and effect.

ARTICLE 14 - SUCCESSORS

14.01 This agreement shall be binding upon the successors and assigns of the parties hereto.

ARTICLE 15 - MISCELLANEOUS

15.01 GENDER:

Whenever a male gender is used in this agreement it shall be construed to include male and

female members of the department.

15.02 BULLETIN BOARD SPACE: The employer shall provide space on the bulletin boards for the use of the Union in the fire house at convenient locations accessible to all employees.

15.03 APPENDICES AND AMENDMENTS: All appendices and amendments of this agreement shall be numbered, dated, and signed by the responsible parties and shall be subject to all provisions of this agreement. Nothing in this provision shall require either party to this agreement to amend this agreement. Nothing in this provision shall require either party to this agreement to amend this agreement during the length of the contract.

15.04 PRINTING AND SUPPLYING: This agreement and any future agreement shall be duplicated and supplied to each employee by the Employer within thirty days after final settlement at no cost to the employee.

ARTICLE 16 - TERM

16.01 This agreement shall be effective as of the 1st day of January, 2015 and shall remain in full force and effect through the 31st day of December, 2017.

UNION COMMITTEE

Tony Merolla

CITY COMMITTEE

[Signature]

MAYOR

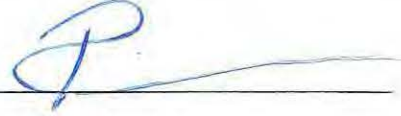
Frank Normandy

DATE

6/9/2015

FISCAL OFFICER'S CERTIFICATION

I, ROBERT PAUL, Finance Director for the City of Aurora, Ohio, hereby certify that the funds necessary to administer this Agreement are either in the City's Treasury or are in the normal process of collection.



Robert Paul,
Aurora City Finance Director

Article 12.35: APPENDIX 1

EMPLOYEE'S INSURANCE COVERAGE CHOICE	MONTHLY COSTS JANUARY 1, 2016			MONTHLY COSTS JANUARY 1, 2017		
	TOTAL	EMPLOYER	EMPLOYEE	TOTAL	EMPLOYER	EMPLOYEE
EMPLOYEE ONLY	\$770.96	\$747.83	\$23.13	\$848.06	\$797.17	\$50.88
EMPLOYEE + CHILD(REN ONLY	\$1,263.49	\$1,225.59	\$37.90	\$1,389.84	\$1,306.45	\$83.39
EMPLOYEE + SPOUSE ONLY	\$1,541.47	\$1,495.23	\$46.24	\$1,695.62	\$1,593.88	\$101.74
EMPLOYEE + SPOUSE + CHILD(REN)	\$2,312.31	\$2,242.94	\$69.37	\$2,543.54	\$2,390.93	\$152.61

*2016 and 2017 Costs are projected.

*Employee contributions are "capped" at the above amounts regardless of future costs increases.