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AGREEMENT

BETWEEN

THE CITY OF AKRON

AND

AKRON FIREFIGHTERS ASSOCIATION, LOCAL #330

Effective January 1, 2016 through December 31, 2018

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AGREEMENT
BETWEEN THE CITY OF AKRON
AND
AKRON FIREFIGHTERS ASSOCIATION, LOCAL #330

PREAMBLE

THIS AGREEMENT is entered into by and between the City of Akron, Ohio, hereinafter referred to as the CITY, and Local #330, Akron Firefighters Association, Ohio Association of Professional Firefighters, International Association of Firefighters (AFL-CIO), hereinafter referred to as the UNION.

ARTICLE 1

PURPOSE

The purpose of this Agreement is to achieve and maintain harmonious relations between the City and the Union; to provide for equitable and peaceful adjustment of differences which may arise and to establish proper standards of wages, hours and other conditions of employment.

ARTICLE 2

RECOGNITION

A) The City recognizes the Union as the exclusive bargaining agent and sole representative of all officers in the bargaining unit for the purpose of collective bargaining in any and all matters relating to wages, hours and working conditions.

B) The bargaining unit shall include all uniformed officers of the Akron Fire Department, excluding the Fire Chief and Deputy Chiefs.

C) The City agrees to deduct voluntary contributions to the Union's Political Action Committee, and to immediately remit those contributions to the Union. The deductions will be contingent upon a signed request from the

individual and will remain in effect until revoked in writing.

The Union agrees that it will indemnify and save the City harmless from any action growing out of these deductions.

ARTICLE 3

DUES DEDUCTION

A) As a continuing condition of employment, the City shall deduct on a monthly basis from the salary of each member of the bargaining unit, monthly dues, or an amount equal to the monthly dues as designated from time to time by the Union, as service charge for union services, which amount shall be immediately remitted to the Union by the City.

B) Local #330 shall hold the City harmless for any such dues deduction or service charge made in accordance with the Agreement.

ARTICLE 4

UNION BUSINESS

A) The Union President shall be assigned to a 40 hour work week during his/her tenure, and shall be released from regular duty assignment to administer the terms and provisions of this Agreement.

1. The Union President will be given office space in Fire Administration to conduct union business.
2. At the conclusion of his term as President, he/she shall either be returned to the shift and assignment he/she held at the time of his/her election to President, or to a mutually agreed upon assignment.
3. A temporary class change may be made to fill in for an absent bargaining unit member who is off work due to union business. The temporary class

change may be made if the absence is for less than twenty four (24) hours.

B) **Up to five** Union officers shall be released for OAPFF and IAFF conferences. No more than three personnel of the five personnel will be off per shift. The Secretary, Treasurer **and Vice Presidents** will be released for regular monthly union meetings. The Union will allow a Temporary Class change to cover the release **of these officers**. Other members may be released from scheduled duties on Union time to attend union conferences, conventions and other similar meetings. Such release shall require one-week prior notification, in writing, to the **Fire Chief or his designee**, who will then contact the appropriate supervisors to secure approval, which will not unreasonably be withheld. No more than a total of six (6) firefighters will be excused at any one time without the written approval of the **Fire Chief or his** designee; Section (C) below may be used to supplement this provision.

C) The Union will be granted twenty-four (24) hours per week for use as paid released time for union activities as designated by the Union. Whenever practical and possible the Union must notify the Fire Administration at least seventy-two (72) hours prior to the anticipated use. The notification should include the amount of released time required and the firefighter who will be using such time on Union business. The Fire Administration will promptly seek the necessary manpower replacement and released time will commence when such replacement is on hand. Such replacement shall not result in the necessity for overtime pay. Any unused time shall be accumulated and carried over.

D) Effective January 1, 1992, the City of Akron recognizes the establishment of a Benefits Officer, whose purpose is to assist bargaining unit members in benefit administration.

1. The individual chosen for the position will be designated by the Union, with the approval of the Fire Chief.

2. **The Benefits Officer shall be assigned to work a (40) hour work week comprised of a 24 (twenty four)**

hour work shift and two (8) hour shifts per week during his/her tenure, and shall be released from his/her regular duty assignments during the two (8) eight hour shifts to assist members in all matters relating to benefits.

3. The Benefits Officer will share office space with the Union President in Fire Administration to conduct benefits related business.

4. If the Benefits Officer steps down from his/her position, he/she will be returned to the position he/she held prior to appointment of Benefits Officer, or to a mutually agreed upon assignment.

ARTICLE 5

MANAGEMENT RIGHTS

A) Except as limited by the terms of this Agreement, the City retains all inherent rights, legal and otherwise, to manage and direct the work force.

B) The Union and the City agree that they have a joint and absolute responsibility to provide uninterrupted and continuous Fire/Medic service to the City of Akron.

ARTICLE 6

CONFLICT

Should any part of this Agreement be invalidated by operation of law, or be declared invalid by any tribunal of competent jurisdiction, or be in conflict with state and federal laws, Charter of the City of Akron, or Civil Service Rules and Regulations, such invalidation shall not invalidate the remaining portions, and they shall remain in full force and effect. In such event, and upon written request by either party, the parties shall meet within thirty (30) days to discuss modification of the invalidated provision or provisions of this Agreement.

ARTICLE 7

AMENDMENTS

A) This Agreement may not be amended during its term except by mutual agreement. Either party may propose an amendment or amendments by so certifying in writing to the other party. Negotiations on the proposed amendment shall commence within fifteen (15) days of such notification. If no settlement is reached, the provisions of the Agreement shall remain in effect for the duration of this Agreement.

ARTICLE 8

1) WAGES

A) Effective **January 3, 2016** - **3%** increase for all bargaining unit members.

B) Effective **January 1, 2017** - **2 1/2%** increase for all bargaining unit members

C) Effective **December 31, 2017** - **2 1/2%** increase for all bargaining unit members.

D) Any Bargaining unit member retiring between January 1st of each year and the date of the wage increase will have their final payout reflect the pay increase.

E) Effective December 31, 2008, all bargaining unit members will be required to have direct deposit of their weekly paychecks. This provision is only applicable to weekly paychecks and does not include additional payouts to bargaining unit members.

2) CLOTHING ALLOWANCE

A) The City shall, for those new employees known as "first year personnel," provide the required uniforms as designated by the Akron Fire Department.

B) Effective January 1, 2017, and each year thereafter, the City will provide a clothing allowance account in the amount of **six hundred (\$600)** dollars to all bargaining unit members at Levinson's, and Akron Uniforms. **Effective July 2017 and each year thereafter, the city will provide a maintenance allowance check in the amount of four hundred and fifty (\$450) dollars to be paid the third Friday of July.**

C) The City shall continue to provide all required safety equipment including helmet, hood, lined boots, fire coat, gloves, night hitch, and any further safety equipment required in the future.

D) Effective January 1, 1998, the City agrees to purchase the initial issue of Class "B" uniforms. Any subsequent changes in the uniform will be purchased by the City in the same quantities as the initial issue.

E) The Akron Fire Department shall have a Uniform Committee consisting of three (3) representatives as designated by the Chief of the Fire Department, three (3) representatives as designated by the President of the Union.

F) Upon request at retirement, a bargaining unit member shall retain his Fire Department Issued Badge and Helmet. Any bargaining unit members who leave prior to 25 years of service and is requesting these items shall request permission from the Fire Chief or his designee.

3) LONGEVITY PAYMENTS

A) **No later than the third pay** of February of each year, the City shall pay the following longevity payments based on years of completed service as of December 1st of the prior year. Each percentage payment shall be applied to the base maximum annual salary rate for the position of "Firefighter/Medic."

B) Effective in the year 2003, and each year thereafter, the Longevity Pay shall be as follows:

Years of Service

Longevity Payment

5 years	(3.5%)
6 years	(3.6%)
7 years	(3.7%)
8 years	(3.8%)
9 years	(3.9%)
10 years	(4.0%)
11 years	(4.1%)
12 years	(4.2%)
13 years	(4.3%)
14 years	(4.4%)
15 years	(4.5%)
16 years	(4.6%)
17 years	(4.7%)
18 years	(4.8%)
19 years	(4.9%)
20 years	(5.0%)
21 years	(5.1%)
22 years	(5.2%)
23 years	(5.3%)
24 years	(5.4%)
25 years	(5.5%)
26 years	(5.6%)
27 years	(5.7%)
28 years	(5.8%)
29 years	(5.9%)
30 years and over	(6.0%)

C) If a member retires, resigns or is otherwise separated from service in good standing after December 1st and prior to the third pay of February, he/she shall receive his/her earned longevity payment with their final payout check.

D) Should a bargaining unit member leave employment in good standing prior to December 1 but after July 1st of the calendar year, said time will be prorated as follows:

1. A bargaining unit member must have worked a full month to earn credit for the hours.

4) OVERTIME PAY

A) Continuous Overtime: Any employee who works overtime continuous with his regularly scheduled shift (8, 10, or 24 hours) shall be compensated for such overtime hours worked at the applicable rate, however, no guarantee shall apply. Any and all times worked immediately prior to commencement of the regular scheduled shift shall be paid as continuous overtime.

B) Call Back: All employees who are covered by the terms of this agreement who are called back to work from off duty shall be guaranteed at least four (4) hours of work at the appropriate rate.

C) In lieu of overtime payment and at the option of the City, overtime may be compensated for as compensatory time at the appropriate rate.

D) Computation of overtime will be to the next quarter hour.

E) Every bargaining unit member who is hired on overtime for special events, shall be compensated for the actual time worked to the next quarter hour using the following criteria:

1. All members who are hired for special events overtime will be guaranteed a minimum of 2 hours of work.

2. All special events overtime of 4 hours or less will not be charged against the overtime list.

5) MAJOR MEDICAL

A) Effective February 1, 1997, the City agrees that the lifetime maximum on major medical insurance shall be \$3,000,000.00 with deductible features of \$100.00 per individual and \$200.00 per family. The City shall pay the necessary premiums, except as provided for in section G of this article.

B) Effective February 1, 1992, the City will provide coverage of up to a maximum of One Hundred Dollars

(\$100.00) towards professional fees for annual routine physicals.

1. Effective February 1, 1994, the same coverage shall be extended to the dependents of bargaining unit members.

C) The basic hospitalization and medical insurance shall continue in effect as provided in Ordinance #17-2016.

D) Surgical schedule shall be \$11.00 per unit.

E) Effective February 1, 1997, the City will provide coverage for "Radial Keratotomy". Maximum coverage will be \$3,000.00 to include pre-operation evaluation.

1. Effective February 1, 1998, coverage shall be extended to include all other refractive surgeries approved by the Food and Drug Administration. Maximum coverage will be \$3,000.00 to include pre-operation evaluation.

2. All refractive surgeries are limited to employees only, with a lifetime coverage of one (1) refractive surgery per eye.

F) Effective January 1, 1989, the following "Remedi Plan" shall be effective for all bargaining unit members.

1. Pre-Admission Certification
2. Continued Stay Review
3. Self Auditing of Medical Bills

G) Effective April 1, 2016, permanent full time bargaining unit members shall be required to pay a portion of the premium cost for medical coverage as follows:

\$30 per month for individual coverage and \$60 per month family coverage.

6) SICK LEAVE

A) Effective June 1, 2010, each employee attaining 960 hours of sick leave prior to each calendar quarter (March 31st, June 30th, September 30th, and December 31st), shall accrue one (1) additional day (8 hours) of sick leave at the end of the quarter provided the employee ends the quarter with 960 hours of sick leave.

1. Maximum amount of bonus sick leave an employee may earn in each calendar year is four (4) days or thirty-two (32) hours.
2. Each employee will receive a pay-out of one-half (1/2) of the bonus sick leave accrued during each calendar year in February of the following year. The remaining bonus sick leave will be placed in the employee's bonus sick leave bank and paid out according to section (B).
3. All remaining bonus sick leave earned prior to June 1, 2010, will be placed in the employee's bonus sick leave bank and paid out according to section (B).

B) The total of all such accumulated unused sick leave benefits will be paid in cash upon retirement, death or disability at members current rate of pay at time of disbursement.

C) If a firefighter is on extended sick or injury leave beyond one week and a Compensatory Day or Days falls within the sick or injury leave period the computation of 3.4 hrs per day worked prior to reporting off will be used for reimbursement of the employee for lost Compensatory time. The City shall have the option to reschedule the day during the calendar year, or if the member is below four hundred eighty (480) hours and with mutual agreement may place the time in his/her compensatory bank .

D) If any dispute shall arise between the City of Akron administration's designated physician and any bargaining unit employee's attending physician as to

whether such employee is, or whether such employee continues to be disabled so as to entitle him to injury leave or sick leave benefits, it shall be resolved by the following process:

The administration's designated physician and the employee's attending physician shall select a third physician for examination of the employee. The third physician, after examination of the employee and consultation with the other two physicians, shall decide such question. The City of Akron and Local 330 will split the cost of the third physician.

E) Effective January 1, 2010, when employees use sick leave, the employees' sick leave hours shall be deducted as follows:

1. Hours will be deducted at hour for hour for (forty) 40 hour employees. A multiplier of .8333 times the hours requested will be deducted for 48 hour employees.

- a. A employee can request any amount of hours in (one) 1 hour increments.
- b. **At no time may an employee be charged with more than forty (40) hours of sick time per week.**

F) Granting of Sick Leave

An employee eligible for sick leave shall be granted such leave with full normal pay when absent for the following reasons:

1. Illness, injury, exposure to contagious diseases which could be communicated to other employees, illness or death in the employee's immediate family, and to preventative treatment, under the supervision of a physician or other appropriate professionally trained person, for addiction to, or abuse of, alcohol and drugs. Sick leave will not be granted when illness is caused by intoxication.

2. Illness of a member of an employee's immediate family requiring the employee's personal care and attendance. Immediate family shall include:

Spouse	Aunt
Grandparent	Uncle
Grandparent-in-law	Brother
Mother	Stepbrother
Mother-in-law	Brother-in-law
Father	Sister
Father-in-law	Stepsister
Son-in-law	Sister-in-law
Daughter-in-law	Child
Stepchild	Legal guardian
Stepparent	or other person who
Grandchild	stands in place
Niece	of a parent
Nephew	

3. Where injury leave has been denied or discontinued and the employee must be absent from work for an additional period.

4. An employee who becomes ill after reporting to work will be permitted by supervision to go home or to a medical facility. In either instance, except as provided in the Drug Screening Program, the employee will be charged as set forth in Section (A). Management retains the right to request medical documentation for the absence when going home sick from work.

G) Employee Responsibility

Fire uniformed personnel experiencing an illness or off-duty injury, or immediate family illness, must report to their immediate supervisor or if that person is not available to dispatch at (330) 375-2122, before the starting time of their shift on first day of the absence.

H) Doctor's Certificate

Sick leave for two (2) continuous work days for 24/48 hour shift personnel and more than two (2)

continuous work days for forty (40) hour personnel of time may require a doctor's certificate **as may be requested by the Department and/or Division Head.**

7) DENTAL PROGRAM

A) The employees covered by this Agreement shall have the right to participate in the current dental program as set forth in Ordinance No. 210-2010.

B) The deductible shall be removed from the dental plan and Classes I, II, III and IV shall be based on usual customary and reasonable charges. The yearly maximum shall be increased to \$1,500.00 for each firefighter and his immediate family effective May 1, 1981.

C) Effective April 1, 1982, the City shall pay the total cost of the dental program for all active members.

D) Orthodontia shall be increased to \$2,500.00 lifetime maximum per each firefighter and members of his immediate family effective February 1, 1992.

E) Retirees of the Akron Fire Department are eligible to participate in the above stated dental program. Those retirees participating in the dental program as of March 11, 1986, and any future retirees will have their dental premiums paid by the City, effective the first of the month after passage of the ordinance.

8) LIFE INSURANCE

A) Effective February 1, 1998, Life Insurance shall be increased to \$43,000.00 and Accidental Death and Dismemberment per covered individual. Those bargaining unit members retiring on or after February 1, 1998 shall receive \$43,000.00 of life insurance for the first twelve (12) months of retirement, thereafter, \$21,500.00.

B) Effective January 1, 1999, Life Insurance shall be increased to \$46,000.00 and Accidental Death and

Dismemberment per covered individual. Those bargaining unit members retiring on or after January 1, 1999, shall receive \$46,000.00 of life insurance for the first twelve (12) months of retirement, thereafter, \$23,000.00.

C) Effective January 1, 2000, Life Insurance shall be increased to \$50,000.00 and Accidental Death and Dismemberment per covered individual. Those bargaining unit members retiring on or after January 1, 2000, shall receive \$50,000.00 of life insurance for the first twelve (12) months of retirement, thereafter, \$25,000.00.

9) HOLIDAY PAY

A) Firefighters scheduled to work on the holidays listed below will receive premium pay in the amount of 50% over their normal straight time rate as currently calculated on a forty (40) hour work week and only for those hours worked during the holiday. New Year's Day, Christmas Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, President's Day, Columbus Day, Veteran's Day, Akron Fire Department Memorial Day, and Martin Luther King, Jr. Day.

B) Only firefighters scheduled to work such holidays shall be eligible to receive premium pay.

C) Holiday Pay shall be granted in addition to the excused time for the above holidays.

D) Mandatory Holidays for forty (40) hour employees shall be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

10) PRESCRIPTIONS

A) Effective **April 1, 2016**, the deductible for prescriptions shall be as follows:

1. Formulary (preferred drug) brand name prescription - \$10.00 per prescription.

2. Non-formulary (non-preferred drug) brand name prescription - \$30.00 per prescription.

3. Generic prescription - \$5.00 per prescription.

4. All Nexium prescriptions are \$100.00 per prescription.

B) Drugs ordered through mail order (90 day supply), the deductible shall be:

1. Generic Prescription - \$10.00 per prescription.

2. Formulary (preferred drug) brand name prescription - \$20.00 per prescription.

3. Non formulary (non-preferred drug) brand name Prescription - \$60.00 per prescription.

4. All Nexium prescriptions are \$200.00 per prescription

11) VISION CARE

A) Members of the bargaining unit shall be provided vision care for members and their immediate family.

B) Effective January 1, 1997, dependents of retirees shall be included in the Vision Care Program.

C) Effective February 1, 1999, coverage for frames shall be increased an additional Twenty Dollars (\$20.00).

12) EARLY RETIREMENT

Members of the bargaining unit who retire at or after age forty-eight (48) with twenty-five (25) years service credit or other retirement approved by the Pension Board shall be provided all benefits as if he/she retired under a full pension.

13) COMPENSATORY TIME OR BONUS SICK LEAVE OPTION

A) Effective January 1, 1992, each bargaining unit member may withdraw up to one hundred fifty (150) hours of compensatory time, bonus sick leave, or a combination thereof, for cash payment, subject to the Finance Director's approval.

B) A bargaining unit member requesting to purchase hours must do so by March 31st of each calendar year. The City agrees to establish two (2) pay periods (April and September). Payments shall be made in separate checks.

C) At the time of the request, the bargaining unit member shall designate the specific month or months he/she wishes to receive the payment. There shall be no payments in any months other than those so designated. Fire Chief's designee shall compile a list of all such requests and forward that list to each station. The list shall serve as a means of notification of receipt of requests and shall include the names of those making the request, the date received, and the specific month(s) he/she wishes to receive the payment(s).

14) RETIREMENT - BANKING OF HOURS

A) Those bargaining unit members who retire on or after April 1, 1986, may place up to a maximum of eighty (80) hours of "time due" into their "compensatory time" bank, at the time of notification to the City of their retirement.

B) If the placement of hours increases the total hours in the bargaining unit member's compensatory time bank above the maximum of 480 hours, any excess hours shall be paid in cash as compensatory time.

15) SICK LEAVE TIME BANK

Bargaining unit members may choose to join an additional sick leave time bank for members running out of regular sick leave. Each member shall be allowed to put two (2) hours from his compensatory time bank, bonus sick

leave bank, or time due bank as needed to supplement hours paid out of such bank.

16) RETIREE MEDICAL BENEFITS

Effective December 1, 1983, City will pay supplemental hospitalization for the spouses and dependents of bargaining unit members who have died or retired prior to April 1, 1972, provided the surviving spouse and/or dependents were enrolled in the insurance program on a self-paid basis.

17) PARKING - PUBLIC SAFETY COMMUNICATIONS

The City of Akron will provide free parking Monday through Friday at the Morley Health Center for those firefighters assigned to Public Safety Communications.

A) The City of Akron will provide eleven parking spaces for Administrative, Arson, Benefits, EMS, Fire Prevention, and Public Education Personnel for the parking of city vehicles in the Broadway Parking Deck.

ARTICLE 9

TRADES

A) There are hereby established two (2) classes of trades for those bargaining unit members working a forty-eight (48) hour schedule:

1. Regular Trades
2. Emergency Trades

B) On January 1st of each calendar year, bargaining unit members will have five hundred (500) hours of regular trade hours and one hundred (100) hours of emergency trade hours credited to him/her.

1. Each trade an individual is involved in reduces his/her total hours in the appropriate category by the number of hours he/she is off.

a. For emergency trades, only the originator's time is charged to his emergency hours. The participant's hours are charged to his regular hours.

2. A bargaining unit member may not make a trade if there are not sufficient hours in his/her bank.

3. There shall not be any carry-over of unused hours to the following calendar year.

4. Trades shall not have the effect of requiring the payment of overtime.

C) All trades for 24/48 hour employees are subject to the approval of the Company Officer and the Battalion Commander/Shift Commander. If a trade is disapproved, the individuals must be notified of the reason, in writing, of the disapproval. All trades for 40 hour employees are subject to the approval of the Bureau Manager. If a trade is disapproved, the individuals must be notified of the reason, in writing, of the disapproval.

D) All trades must be paid back prior to the end of the calendar year in which the trade was initiated except as follows: Any trade initiated for a date on or after November 1st must be paid back within ninety (90) days of that date.

1. Trades may only be originated with a minimum of seventy-two (72) hours notice by the employee, except emergency trades. However, emergency trades require the paperwork to be completed with all signatures and dates no later than seventy-two (72) hours after the emergency date.

E) The following Trades may only be completed:

- Citywide - District Chiefs
- Citywide - Captains
- Citywide - Lieutenants
- Citywide - Firefighters
- Citywide - Paramedics

F) No trade shall interfere with the following types of training:

1. Emergency Medical Training (EMT)
2. Paramedic
3. Monthly Training Ground Exercises

G) Bargaining unit members working a forty (40) hour work week on a four (4) ten (10) hour day schedule are eligible to make trades.

1. Within each quarter of the calendar year, a bargaining unit member may work up to four (4) of his/her scheduled days off and then take those days off within the same quarter.

2. All trades are subject to proper bureau staffing and the approval of the Fire Chief or his designee. If a trade is disapproved, the individual must be notified, in writing, of the reason for disapproval.

H) Arson Bureau personnel may make the following:

Two (2) emergency compensatory day trades with themselves. Working one of the next two scheduled compensatory days will pay these trades back.

I) Once a written trade request has been approved, the employee is responsible for the shift traded for and is absolved of any responsibility for the shift traded from. If an employee's service ends, any trade hours he/she has not paid back will be deducted from his/her terminal leave.

ARTICLE 10

HOURS OF EMPLOYMENT - FORTY (40) HOUR WORK WEEK

A) Bargaining unit members permanently assigned to a forty (40) hour work week schedule shall work either a straight eight (8) hour day, Monday through Friday, or four (4) ten (10) hour days, Monday through Friday.

1. Employees who choose to work ten (10) hour days shall select their scheduled day off, by seniority, utilizing every day Monday through Friday, and no more than one-half can be off on any given day for all other leaves combined, except by mutual agreement.

2. By written, mutual agreement between the bargaining unit member and the Fire Administration, an employee's scheduled day off may be exchanged with a regular workday.

B) Bargaining unit members permanently assigned to a forty (40) hour work week schedule shall work between the hours of 7:00 a.m. and 5:00 p.m.

C) Bargaining unit members permanently assigned to a forty (40) hour work week shall have the option to choose between the following work schedules: five (5) day/eight (8) hour day or a four (4) day/ten (10) hour day.

1. By January 1st of each calendar year, a bargaining unit member shall choose one of the two (2) acceptable work schedules. He/she may not change this schedule for the duration of the year, unless mutually agreed upon by both parties.

D) Fire/Medics choosing a four (4) day/ten (10) hour work schedule shall be governed in the following manner:

1. Overtime shall not be paid for those hours worked in excess of eight (8) hours/day, but less than ten (10) hours/day. Hours worked in excess of ten (10) hours/day or forty (40) hours/week, shall be compensated at the rate of time and one-half (1 1/2 x) their hourly rate of pay.

2. All deductions from any leave accumulation shall be equal to the work schedule chosen by the bargaining unit member.

ARTICLE 11

HOURS OF EMPLOYMENT - FORTY-EIGHT (48) HOUR WORK WEEK

A) Effective January 1, 1982, all bargaining unit members not assigned to a forty (40) hour work week shall be assigned to a forty - eight (48) hour work week in a three platoon system of twenty-four (24) hours of continuous duty commencing at 07:30 a.m., followed by a forty-eight (48) continuous off-duty hours.

B) The City may permanently assign a District Chief to work a forty-eight (48) hour swing shift. Under such assignment, the District Chief may work any twenty-four (24) hours shift assigned, as long as the District Chief averages forty-eight (48) hours per week. In such case, the District Chief will not be considered to be "cross-shifting."

C) **The "compensatory day" required to maintain the forty-eight (48) hour workweek shall not be lost to any employee by reason of conflict with vacation or holidays.**

D) District Chiefs may be required to attend meetings and hearings outside their normal work schedule.

1. District Chiefs will be compensated with time off, calculated on a straight time basis, in lieu of overtime compensation.

2. Time off earned under this provision must be used within the subsequent twenty-one (21) days.

3. Time off not granted within the twenty-one (21) day limit shall be paid to the District Chiefs as overtime.

ARTICLE 12

Compensatory Day

A) In order to maintain the forty-eight (48) hour workweek, every seventh (7th) scheduled working tour shall be a twenty-four (24) hour continuous off-duty period to be known as a "compensatory day".

B) Bargaining unit members shall submit compensatory day bids in writing to their supervisor no later than the first Sunday in October. Compensatory days will be awarded by October 15.

1. Per article 14 (C) (1), bargaining unit members shall declare whether they intend to bank or schedule their holidays on their compensatory day bid sheet.

C) Per article 14 (B) bargaining unit members shall submit first round holiday and vacation bids in writing to their supervisor by the first Sunday in November.

D) After holiday and vacation bidding is complete, any bargaining unit member that loses compensatory days as a result of holiday and vacation bidding shall either be permitted to bid on the time off from the remaining empty slots or be compensated in cash for twenty-four (24) hours of compensatory time per each compensatory day lost.

1. Bargaining unit members shall submit in writing to their supervisor at the conclusion of vacation and holiday time-off bidding the total number of compensatory days they have lost, the number of those lost comp days that the member intends to schedule off, and/or the number of those lost compensatory days that should be added to their compensatory time balance.

2. Any bargaining unit member whose compensatory time balance is at four hundred eighty (480) hours shall be compensated in cash for all lost compensatory time that exceeds the four hundred eighty (480) hours cap.

E) Administration will calculate how many days are left from the vacation periods available and calculate how many lost compensatory days are owed. If the compensatory days owed exceed the days that are available, an extra person per week will be added to accommodate the extra days needed. (Ex. If after bidding of vacation and holidays there are thirty (30) open days but there are thirty-six (36) compensatory days owed, an extra week will be open only until six (6) days are taken and then be closed.

1. Per Article 14 (E), days open for lost compensatory day bids will be bid according to seniority by hiring date within the Fire Department.

2. Days will be bid two (2) at a time. The days do not need to be consecutive.

3. Compensatory days lost as a result of vacation or holiday bidding shall not be used as one of the fifteen (15) allowable banked vacation weeks. Compensatory time shall not be banked as vacation time. Members are not permitted to bank any week of vacation time that has lost compensatory day that the member had already received the time off. If a member banks a week of vacation that has a lost compensatory day that is yet to be granted, the member forfeits that lost compensatory day.

F) A bargaining unit member's failure to comply with the above guidelines will result in a member bidding their compensatory day or vacation/holiday periods from the remaining open periods. There shall be no re-bidding due to a member's failure to comply with the above guidelines.

G) Bargaining unit members shall not be scheduled to take compensatory time off without mutual agreement between the member and supervision. This does not supersede the provisions of Article 11, Section D.

H) If a firefighter is on extended sick or injury leave beyond one week and a Compensatory Day or Days falls within the sick or injury leave period the computation of 3.4 hrs per day worked prior reporting off will be used for reimbursement of the employee for lost Compensatory time. The City shall have the option to reschedule the day during the calendar year, or if the member is below four hundred eighty (480) hours and with mutual agreement may place the time in his/her compensatory bank .

I) Any bargaining unit member who is temporarily assigned to forty hours (40) for purpose of training and whose Compensatory Day falls within that period shall not lose that Compensatory Day and shall be given a full Compensatory day at a later date.

J) Bargaining unit members shall not lose a compensatory day if such day occurs while the member is on Military leave.

1. Such time shall be placed in the employee's compensatory time bank, or be paid in cash.

2. The maximum time an employee may receive for each compensatory day lost is twenty-four (24) hours.

K) Effective April 1, 1987 all hours included in the employee's "time due" bank shall be frozen and any further accumulation of hours shall cease.

ARTICLE 13

HOLIDAYS

A) Effective January 1, 2011, and each year thereafter each bargaining unit members will be awarded One Hundred seventy-two (172) hours of Compensatory Time for all holidays in the coming calendar year.

1. Bargaining unit members assigned to the forty-eight hour (48) work week shall have the option to use up to a maximum of ninety-six (96) hours each year as time off. A member choosing to take the time off shall bid in the last quarter of the previous year and must take the time in forty-eight (48) hour increments.

2. Bargaining unit members assigned to the forty hour (40) work week shall have the option to schedule up to eight (8) days off throughout the year with management's approval. This will reflect an hour for hour reduction from the total granted at the beginning of the year.

a. Bargaining unit members assigned to the eight (8) hour or ten (10) hour day forty (40) hour work week will receive New year's, Memorial Day, Independence Day, Labor Day, Thanksgiving, the day after Thanksgiving, and Christmas off without an hours reduction from their total.

B) During the month of November of each year, any unused or unscheduled time will be added to the member's compensatory bank and the bargaining unit member will be paid for all compensatory time hours in excess of the four hundred and eighty (480) hours.

C) Effective January 1, 2000, the total number of hours to be placed in the bargaining unit member's compensatory time bank shall be increased to One Hundred Seventy-two (172) hours.

D) Effective January 1, 2011 and each year thereafter each bargaining unit member will be awarded one hundred seventy-two (172) hours of time. During the month of November of each year, any unused or unscheduled time will be added to the member's compensatory time bank.

E) Should a bargaining unit member leave employment prior to December 1 of the calendar year, said time will be prorated as follows:

1. A bargaining unit member must have worked a full month to earn credit for the hours.

2. Only the remaining months will be used in calculations to prorate the time.

ARTICLE 14

VACATIONS AND HOLIDAYS

A) Vacations and Holidays shall be granted according to the present allowance enacted by City Council.

B) Beginning January 2008, vacations and holidays shall be scheduled according to seniority by means of a bid system beginning the first week of November as follows:

First Round - Two weeks vacation or holidays which can be split.

Second Round - Two weeks vacation or holidays which can be split.

Third Round - Two weeks vacation or holidays which can be split.

Fourth Round - Remaining vacation or holidays.

C) Prior to bidding vacation and holiday periods, the year shall be divided into fifty-two (52) one-week periods, beginning the first full week in January.

1. Any bargaining unit member selling holidays must declare before the beginning of the bidding process.

2. Holidays that are sold by bargaining unit members may not be used in calculating the number of bargaining unit members allowed off each week. The number of individuals allowed off each week throughout the year, as described in Section D), shall not decrease by more than one (1) member.

D) After the totaling of all vacations and holiday time available for each classification on each shift, the following formula will be used to determine the number of individuals allowed off each week throughout the year.

1 to 52 weeks	----	1 bargaining unit member/week.
53 to 104 weeks	----	2 bargaining unit members/week.
105 to 156 weeks	----	3 bargaining unit members/week.
157 to 208 weeks	----	4 bargaining unit members/week.
209 to 260 weeks	----	5 bargaining unit members/week.
261 to 312 weeks	----	6 bargaining unit members/week.
313 to 364 weeks	----	7 bargaining unit members/week.
365 to 416 weeks	----	8 bargaining unit members/week.
417 to 468 weeks	----	9 bargaining unit members/week.
469 to 520 weeks	----	10 bargaining unit members/week.
521 to 572 weeks	----	11 bargaining unit members/week.
573 to 624 weeks	----	12 bargaining unit members/week.

E) Seniority by hiring date within the Fire Department shall be the determining factor in the bid order, for vacations, holidays and compensatory days. Bidding for vacations, holidays and compensatory days shall be in separate groups as follows:

1. District Chief
2. Captains
3. Lieutenants
4. Firefighters
5. Paramedics

F) After the bidding for compensatory days, holidays, and vacations is completed, no change shall be made in the individual's compensatory days, vacations, or holidays by reason of a transfer, except by mutual agreement.

G) The first week of the year shall be labeled as Holiday period.

H) Members of the bargaining unit shall be permitted to bank up to a maximum of fifteen (15) weeks vacation at any time during their employment. It is understood that said member may bank up to his entitlement in any one year, effective upon signing the agreement.

1. A bargaining unit member who has already scheduled his/her vacation, and chooses to bank the vacation shall notify his/her Shift Commander or Bureau Manager at least thirty (30) days prior to the established vacation period. Failure to notify his/her Shift Commander or Bureau Manager within the time period indicated, will constitute the bargaining unit employee forfeiting his right to bank the vacation.

I) Bargaining unit members who are permanently assigned to a forty (40) hour work week may take up to two (2) weeks of vacation, one day at a time, provided the member is entitled to three (3) weeks of vacation.

1. Bargaining unit members who are permanently assigned to a forty (40) hour work week may take up to three (3) weeks of vacation, one day at a time, provided the member is entitled to four (4) weeks of vacation.

2. Upon completion of the vacation bid, individuals will be allowed to bid their holidays.

ARTICLE 15

GRIEVANCE AND ARBITRATION

A) Definition

A grievance is a complaint, dispute or controversy in which it is claimed that either party has failed in an obligation under this Agreement and which involves the meaning, interpretation or application of this Agreement.

B) Both parties agree that all grievances should be dealt with promptly and every effort should be made to settle grievances as close to the source as possible.

Should the City fail to comply with the time limits herein, the Union may appeal immediately to the next step. Should the Union fail to comply with the time limits herein, the grievance shall be considered abandoned. Time limits may be extended by mutual consent.

C) The word "day" shall mean calendar day, excluding Saturdays, Sundays and legal holidays, for the purpose of this Article. The following procedure shall be utilized when a grievance is initiated by an employee, a group of employees, or the Union:

STEP 1:

A grievance must be presented orally to the appropriate immediate supervisor within five (5) working days of occurrence or within five (5) days after it has become known to the employee. The supervisor shall have three (3) days following such presentation to submit his oral response. The employee shall be accompanied by a Union representative if he so requests.

STEP 2:

If the grievance is not settled at the first step, the Union or the aggrieved may reduce the grievance to writing. The written grievance must be presented to the Shift Commander or Bureau Manager

within five (5) working days after receipt of the STEP 1 answer. The Shift Commander or Bureau Manager shall reply in writing within five (5) working days after receipt of the written grievance.

STEP 3:

If the grievance is not settled at STEP 2, the Union may appeal in writing to the Fire Chief. Such appeal must be submitted within five (5) days after receipt of the STEP 2 reply. The Fire Chief or his designee shall reply in writing within five (5) working days after receipt of the appeal.

STEP 4:

If the grievance is not settled at STEP 3, the Union may appeal in writing to the **Deputy Mayor for Labor Relations**. Such appeal must be submitted within seven (7) days after receipt of the STEP 3 reply. The **Deputy Mayor or his/her designated representative** shall meet within fourteen (14) calendar days with the Union to attempt to resolve the grievance. The **Deputy Mayor** shall reply to the Union in writing within ten (10) days following such meeting.

STEP 5:

If the grievance is not resolved at STEP 4, either party may within ten (10) days after the decision of the **Deputy Mayor**, certify in writing to the other party its intent to submit the grievance to arbitration.

D) Any time limits herein may be extended by mutual agreement.

E) ARBITRATION

1) Selection

The parties shall have five (5) working days to select an arbitrator by mutual agreement. If such agreement is not reached, a joint request shall be

made to the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators to both parties. The parties shall meet within five (5) days of receipt of said list for the purpose of selecting the arbitrator by alternately striking names from the list until one (1) name remains. The last remaining name shall be the arbitrator.

2) Hearing Time

The arbitrator shall schedule a hearing within thirty (30) days of notification at a time and place convenient to the parties.

3) Jurisdiction

The arbitrator shall be expressly limited to the meaning, intent, or application of the provisions of this Agreement. He shall have no power to add to, detract from, or alter in any way the provisions of this Agreement.

4) Binding Both Parties

The decision of the arbitrator shall be in writing and binding on both parties.

5) Cost Sharing

All expenses involved in the arbitration proceedings shall be equally shared between both parties. However, expenses relating to the calling of witnesses or the obtaining of depositions shall be borne by the party at whose request such witnesses or depositions are required.

ARTICLE 16

ORDINANCES

A) All ordinances and/or amendments thereto required to implement the terms of this Agreement are hereby incorporated and made a part of this Agreement.

B) Following is a list of ordinances affecting this Agreement:

1. Wages - #16-2016
2. Dental - #210-2010
3. Life Insurance - #210-2010
4. Major Medical - #17-2016
5. Sick Leave - #210-2010/section 35.03
6. Longevity - #65-2012/section 35.06
7. Working Hours - #65-2012/section 35.01
8. Overtime - #65-2012/section 35.05
9. Clothing Allowance - #65-2012/section 35.11
10. Vacations - #65-2012/section 35.01
11. Prescriptions - #17-2016
12. Vision Care - #210-2010
13. Fitness Allowance - #806-2000

ARTICLE 17

FUNERAL LEAVE/SICK LEAVE

A) In case of a death in the immediate family, a bargaining unit member on duty shall be released without delay. Such time remaining in his tour of duty shall be charged to emergency trade time and not to funeral leave. If needed, the employee shall have the right to use up to forty-eight (48) hours of compensatory time, bonus sick leave, holiday time, sick leave or to reschedule up to a maximum of two (2) of his/her next compensatory days during that period of time he/she is off. The bargaining unit member may specify what bank his time shall come from upon returning to work. This time shall not be denied for any reason.

B) For purposes of sick leave eligibility in the event of illness or death, the bargaining unit member's immediate family shall be defined as follows:

Spouse	Aunt
Grandparent	Uncle
Grandparent-in-law	Brother
Mother	Stepbrother
Mother-in-law	Brother-in-law

Father	Sister
Father-in-law	Stepsister
Son-in-law	Sister-in-law
Daughter-in-law	Child
Stepchild	Legal guardian or other
Stepparent	person who stands in place
Grandchild	of a parent
Niece	Nephew

1. Those individuals defined as immediate family do not have to live in the member's household to determine sick leave eligibility.

ARTICLE 18

SUNDAY AND HOLIDAY WORK

A) Sundays shall be limited to regular rig maintenance and regular station house work only. Any other outstanding work will be held over to another workday.

B) The following holidays shall be limited to regular maintenance and regular station house work only:

1. New Year's Day
2. Martin Luther King, Jr.'s Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. **The Day after Thanksgiving**
8. Christmas Day

C) Those holidays observed by the City of Akron that are not listed under Section (B) of this Article shall be considered a normal work day for the purpose of scheduling work in addition to regular station house work and regular rig maintenance.

ARTICLE 19

SENIORITY

A) Whenever a permanent vacancy exists in a company or bureau and the Chief of the Fire Department chooses to fill said vacancy, it shall be posted within seven (7) days of the position becoming vacant and for an additional two (2) weeks after the vacancy occurs.

1. Within forty-five (45) days from the date of the posting of the vacancy, the vacancy shall be awarded to a bargaining unit member.

2. For the purposes of this section, permanent vacancy shall occur as a result of retirement, resignation, death, dismissal or promotion.

B) In order to make all bureau assignments equally available to all bargaining unit members, the Fire Administration shall establish and maintain a list of qualifications for each bureau.

1. The lists shall be made available to any bargaining unit member upon his/her request.

2. Any changes in or additions to the established qualifications shall be sent to all fire stations as an informational bulletin whenever such change takes place.

C) The awarding of a permanent vacancy in a bureau to a bargaining unit member shall be based on whether the individual is qualified according to skill, ability and work performance with other members in the department who requested, in writing, such assignment.

1. Seniority shall no longer be the determining factor in awarding a permanent vacancy in a bureau.

2. In the event there are no bids for a posted vacancy, the least senior qualified individual in the classification affected may be awarded the position **unless re-bid at a later date. No bargaining unit member shall be transferred more than once to fill an**

un-bid vacancy within 2 years. If further un-bid vacancies need to be filled they shall be awarded to the next qualified least senior members in order.

a. Awarding of the position to the least senior qualified individual does not negate the individual's right to bid out of the position.

D) The awarding of a permanent vacancy in a company shall be based on seniority, if otherwise qualified, according to skill, ability, and work performance with other members in the department who requested, in writing, such assignment.

1. For purposes of this Article, seniority shall be defined as total continuous service in the Division of Fire.

a. If a tie occurs, test scores of the individuals shall prevail.

2. Posted vacancies shall list minimum qualifications needed to bid said vacancies.

3. In the event there are no bids for a posted vacancy, the least senior qualified individual in the classification affected may be awarded the position unless re-bid at a later date. No bargaining unit member shall be transferred more than once to fill an un-bid vacancy within 2 years. If further un-bid vacancies need to be filled they shall be awarded to the next qualified least senior members in order.

a. Awarding of the position to the least senior qualified individual does not negate the individual's right to bid out of the position.

E) Seniority shall no longer be the determining factor in awarding any permanent vacancy to a District Chief.

F) Written requests for any vacancies may be made at any time and such requests will be confirmed in writing to said individual requesting such transfer, and will be retained until December 31, of the calendar year in which

the request were made.

G) Whenever a member of the Division of Fire is transferred, by reason of being the successful bidder for a permanent vacancy, he shall not exercise his seniority for purposes of selecting a vacancy of his preference, for the first six (6) months after such transfer. In addition, the member may not be transferred for the first six (6) months.

H) Bargaining unit members who are awarded through the bid process, any of the following positions, shall be prohibited from bidding for one (1) year.

1. Hazardous Materials Team.
2. Dive Team.
3. Technical Rescue Operations Team.
4. Swat Medic Team.

ARTICLE 20

TRANSPORTATION BETWEEN STATIONS

If a bargaining unit member of the Fire Division must fill in at another station while on duty, the Fire Division shall provide transportation to the new duty station when possible. Should transportation be unavailable, then a reasonable amount of time will be allotted to get from station to station by whatever means the member chooses. The member may, if he so chooses, drive his own vehicle. Said mode of transportation shall be at the member's expense and without reimbursement.

Should a bargaining unit member not have transportation, he shall be released from his company one-half (½) hour prior to the end of his scheduled shift, for the purpose of returning to his original duty station.

If the company is unable to release the member one-half (½) hour prior to the end of the scheduled shift, then the Shift Commander will be notified in order to provide return transportation back to the original duty station.

ARTICLE 21

OVERTIME

A) Rotation schedules shall be implemented in two categories.

1. Firefighters overtime list.
2. Mobilization of fire companies.

B) Firefighters Overtime List

1. An overtime list shall be established for each classification. Those classifications shall be fire/medic, lieutenant, captain, and district chief.

2. Each member shall be charged on the list for all the hours worked by that member on an overtime basis. However, hours worked on Paramedic Continuing Education, Paramedic Training, Run Reviews, Hazmat Team, Dive Team, Swat Medic Team, Technical Rescue Operations Team, **Inspector Updates, Arson Continuing Education**, Court Time and continuous overtime up to and including one (1) hour, shall be excluded as chargeable hours.

3. If qualified, the senior member with the least amount of charged overtime hours shall be contacted first for overtime work. Overtime for the purpose of twenty-four (24) hour call offs will be as follows:

a. First twelve (12) hours will be offered to the previous shift of the member reporting off, then the firefighter's overtime list.

b. The second twelve (12) hours will be hired from the firefighter's overtime list.

4. A member will not be charged for overtime hours refused by the member if this constitutes his/her first refusal. The member will be charged on the second consecutive overtime refusal.

a. A Direct order shall not be refused.

b. A member shall not be charged in instances where less than a twelve (12) hour notice is given and the member refuses to work the overtime.

5. New employees or promoted employees shall be placed on the overtime list with the average number of overtime hours in the classification to which they are to be placed.

6. The Union shall be provided with a copy of the updated manpower overtime and non-chargeable overtime list on a monthly basis.

7. The overtime list shall be zeroed on January 1st of each calendar year.

C) Mobilization of Fire Companies

1. Recall list procedure as follows:

A Shift working - B Shift on recall
B Shift working - C Shift on recall
C Shift working - A Shift on recall

2. Firefighters cannot refuse a call-up during mobilization of fire companies.

3. Fire company officers will mobilize their companies.

4. District Chiefs called up during mobilization of fire companies shall report as directed.

5. Officers on call-up must provide means to contact them, normally by keeping their phone posted.

6. Time element must be considered by type of emergency - to expedite an efficient, effective operation. Time element may void the overtime list.

D) A member called in for scheduled overtime for the purpose of training or a court appearance will be guaranteed four (4) hours of overtime work. If the

training or court appearance does not last four (4) hours, the member must contact his/her supervisor who will assign the member additional work to complete the four (4) hours.

1. If the training or court appearance does not last four (4) hours and the member refuses the additional work, he/she forfeits all rights to the four (4) hour guarantee and will only be paid for actual hours worked.

E) All training approved by the Fire Chief or his designee will be paid as overtime or compensatory time when the training is scheduled off duty.

1. Training time will be paid only for time of classroom and/or hands-on training.
2. When approved for such training, the selected personnel will be released from duty to attend the training.

F) If training is for a week or longer, the Chief or his designee reserves the right to reassign a bargaining unit member working a 24/48 hours shift to a forty (40) hour work week. **Those members shall be given a minimum of thirty (30) day notice unless mutually agreed upon.**

G) Training that a bargaining unit member volunteers to attend will not be compensated for. Only transportation, registration, and housing will be paid for by the Fire Department.

1. Personnel will make trades, request Comp Time, or vacation time to attend training.

ARTICLE 22

UNION REPRESENTATION

If a bargaining unit member is called into a disciplinary hearing, the member shall be afforded Union representation. The Union shall receive notification prior to such inquiry or hearing. Such notification will contain the subject, date and time of the meeting, any allegations

or charges pending or anticipated against the member and the basic facts of the incident.

1. At any time an employee is questioned that may end in a disciplinary action the employee shall have Union Representation.

2. It is recognized that Local #330, Akron Firefighters Association, is the sole representative of all bargaining unit members. If any other individual, other than the individual so designated by the Union, wishes to attend the inquiry on behalf of the bargaining unit member, he/she must receive the permission of the Union President before being allowed to attend said inquiry.

ARTICLE 23

PARAMEDIC PROGRAM

A) Bargaining unit members regularly scheduled to work as Paramedics in the EMS Program and those individuals required to maintain their certification as Paramedics shall be granted a maximum of One Hundred and Sixty-Four (164) hours annually, outside their normal work schedule to maintain the highest level of skill necessary to perform paramedic work.

1. For the purposes of maintaining certification, Forty-Four (44) hours shall be mandatory, with the remaining One-Hundred and Twenty (120) hours as optional hours.

a. If during the calendar year it becomes necessary to increase the mandatory hours in excess of Forty-Four (44) hours, those hours may be charged to the paramedic's optional hours, if available, for that year.

B) Paramedics shall be permitted each quarter to use Thirty (30) hours of their optional time for the purpose of continuing education.

C) The Chief may order a paramedic to train during hours outside the individual's work schedule, if the administration of the Fire Department decides such training is necessary for the individual to improve those skills he may be deficient in.

1. Any member who fails a required course shall complete the course at no additional cost to the City.

D) Starting the 2nd Friday of October, 2016 and every 2nd Friday of October thereafter, the City shall pay a retention Bonus to be deducted from the members one hundred sixty four (164) hours of continuing education to each Paramedic who has achieved a minimum of 8 years as a Paramedic. The retention bonus shall be paid as follows:

1. The retention bonus shall be 5 hours of premium pay at the Paramedics Permanent rate of pay for every year achieved past 8 years as a Certified Paramedic.

2. An example would be a Paramedic who has completed 8 years as a Certified Paramedic prior to the 2nd Friday of October shall receive a 5 hour premium pay check on the 2nd Friday of October, 10 hours after their 9th year of service, 15 hours after 10 years, 20 hours after 11 years and so forth.

3. The maximum number of hours to be paid as a retention bonus shall be 40 hours and shall be deducted from the Paramedic's one hundred and sixty-four (164) hours of continuing education.

E) When paramedic classes graduate, those graduates shall enter the Paramedic Program. Active paramedics may request to exit the Program. However, prior to the request, the paramedic must have been in the Paramedic Program a minimum of five (5) years. Active Paramedics hired after January 1, 2007 must have been in the Paramedic Program a minimum of eight (8) years. Active paramedics hired after January 1, 2011 must have been in the program a minimum of ten (10) years.

1. Paramedics will be allowed to exit the

program on the first Sunday of October according to the following criteria. There will be no release from the Paramedic Program when the number of active paramedics is at or below 130. There will be a maximum of six (6) paramedics released when the number of active medics is between 131 - 150. When the number of active paramedics is in excess of 150, the maximum number released will be six (6) plus the number in excess of 150. All requests to exit the Paramedic Program shall be submitted to the Chief or Bureau Manager of EMS by the first Sunday of September and shall include the paramedics' preference to be assigned or not to be assigned to a Combo-Company.

2. For purposes of time served in the Paramedic Program: If an employee is hired as a Paramedic, their entry date into the Paramedic Program shall be their day on the assigned company. For those employees who earn their paramedic certification while working for the Akron Fire Department, their time will start coinciding with the date on their State of Ohio Paramedic Card.

F) Members of the Combination Companies may be rotated out of such companies either by an order of the Chief or if an individual requests such transfer.

1. Requests for transfer will be governed by the Union Seniority Bidding System.

G) All paramedics who have been released from paramedic duty under the above provisions will have the option to be assigned to a Combo-Company or to not be assigned to a Combo-company for a period of six (6) months following release from the Paramedic Program. However, the option to not be assigned to a Combo-Company shall not apply for trades and out of station fill-ins.

H) Professional complaints shall be handled in accordance with Akron Fire Department Paramedic protocol.

ARTICLE 24

**HAZARDOUS MATERIAL, TECHNICAL RESCUE OPERATIONS TEAM, AND
WATER RESCUE DIVE TEAM PROGRAMS**

A) Effective January 1, 1998, certified bargaining unit members assigned to the Hazardous Material Team, Technical Rescue Operations Team, or the Water-Rescue Dive Team shall have Thirty-Two (32) hours made available to them annually. Those hours shall be scheduled outside the member's normal work schedule and shall be made available for the purpose of allowing the members to maintain the highest level of skill necessary to perform their assignment.

1. Effective January 1, 2000, the hours to be made available to the members shall be increased to Forty-Eight (48) hours.

2. Based on available funds, the hours shall be at the Chief's discretion.

ARTICLE 25

LABOR MANAGEMENT COMMITTEE

To provide for a means of better communication and understanding between the Akron Firefighters Association and management in the Akron Fire Department, a Labor Management Committee shall be established.

A) The Committee will consist of no more than three (3) representatives of the Akron Firefighters Association and three (3) representatives as designated by the Fire Chief.

B) The Committee will meet on a quarterly basis unless waived by mutual consent of the parties for the purpose of discussing subjects of mutual concern.

1. Individual grievances will not be a subject matter for discussions at these meetings.

C) Meetings will be held at a mutually agreeable time between the parties.

D) At least one (1) week prior to the meeting each party will submit, in writing, specific discussion items.

E) The President of the Akron Firefighters Association will notify the Fire Chief as to the Association's representatives.

F) Within sixty (60) days after the signing of this agreement, the Committees shall be established.

ARTICLE 26

"ON CALL" PAY

A) Employees assigned to a Bureau, who are placed on an "on call" status during the weekdays, shall receive compensation at the rate of two (2) hours at time and a half. (1-1/2 x).

B) Employees assigned to a Bureau, who are placed on an "on call" status during week -ends, shall receive compensation at the rate of four (4) hours at time and a half (1-1/2x).

C) If an employee is called in while on call on a weekday, he/she will not receive any additional compensation if the call-in is for less than two (2) hours.

D) If an employee is called in while on call on a weekend, he/she will not receive any additional compensation if the call-in is for less than four (4) hours.

ARTICLE 27

NON-DISCRIMINATION CLAUSE

A) The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, race, sex, color, creed, national origin, marital status, political affiliation,

sexual orientation, disability, or Union membership.

B) All reference to employees in this Agreement shall designate both sexes. Wherever the male gender is used it shall be construed to include male and female employees.

ARTICLE 28

DRUG TESTING

A) Both the City of Akron and the Union recognize illegal drug usage as a threat to the safety and welfare of the citizens of Akron, as well as to the employees of the Fire Division.

As outlined in Appendix "A" of this Agreement, the City of Akron and the Union have agreed to a Drug Testing Program that will take the necessary steps to eliminate illegal drug usage and rehabilitate any drug offenders.

B) Training will be held semi-annually across all three (3) shifts, informing bargaining unit members of the options and benefits available to them in respect to substance abuse.

ARTICLE 29

PHYSICAL FITNESS TRAINING

A) All bargaining unit members will be required to participate in annual physical agility testing. The testing will be done as a training module on the member's shift. Each bargaining unit member shall receive a copy of the Physical Agility Program.

B) Commencing January 2011, all bargaining unit members shall receive an annual check of \$300.00 as an incentive to maintain their personal physical fitness. Payment shall be in July of each calendar year. This incentive shall not be used to engage in competitive sports, competitive sports training, or for recreational sports activities.

ARTICLE 30

JURY DUTY

A) Any bargaining unit member required to participate in Jury Duty will be released from duty at 2300 Hours the night before his scheduled jury day. Proof of attendance (letter from court) must be submitted upon return to duty.

ARTICLE 31

DISCIPLINE

A) Just Cause for Disciplinary Action Against Bargaining Unit Member. No form of disciplinary action will be taken against any bargaining unit member except for just cause. This just cause standard does not apply to probationary employees who may be given any form of disciplinary action up to and including termination any time during their probationary period without recourse.

B) Progressive Discipline for Bargaining Unit Member. The Administration will apply discipline to bargaining unit member in a corrective, progressive and uniform manner within the bargaining unit, except in cases of serious misconduct. Any discipline imposed will be based upon the nature of the violation. The Administration reserves the right to decide what discipline, if any, is appropriate.

C) Forms of Disciplinary Action. The forms of disciplinary action provided in this Section are not necessarily mutually exclusive and may be combined as deemed appropriate by the Administration. Forms of disciplinary action are:

1. Documented verbal warning.
2. Written reprimand.
3. Suspension without pay.
4. Demotion.
5. Discharge from employment.

D) Pre-Disciplinary Conference. Whenever the Administration determines that a bargaining unit member may be disciplined, a pre-disciplinary conference will be scheduled to give a bargaining unit member an opportunity to offer an explanation of the alleged misconduct.

1. Not less than **seventy-two (72)** hours prior to the scheduled starting time of the pre-disciplinary conference, the Administration will make available to the bargaining unit member and his representative, a written outline of the charges that may form the basis for the action, together with written notification of the date, time and place of the pre-disciplinary conference.

2. The bargaining unit member must choose to:

a. Appear at the pre-disciplinary conference to present an oral or written statement in his/her defense.

b. Appear at the pre-disciplinary conference and have one (1) representative present an oral or written statement in his/her defense.

Or

c. Elect, in writing, to waive the opportunity to have a pre-disciplinary conference.

Failure to elect or pursue one of these three (3) options will be deemed a waiver of the right to a pre-disciplinary conference.

In the pre-disciplinary conference, the bargaining unit members facing disciplinary charges, at his/her request, shall be permitted the opportunity to have legal counsel or a union officer present. The Administration shall determine who will conduct the pre-disciplinary conference. The pre-disciplinary conference shall be informal. Interviews shall be recorded. Upon request, the member or the union will be provided a copy of the recording. Any disciplinary

action to be administered must be issued within thirty (30) calendar days of the conclusion of the pre-disciplinary conference.

The Administration may place a bargaining unit member facing potential suspension, demotion, or termination, on paid administrative leave prior and/or subsequent to the pre-disciplinary conference in cases where the Administration determines that it is in the best interests of the City to do so.

E) Records of Verbal Warnings and Written Reprimands. Records of verbal warnings and written reprimands which are more than two (2) years old shall not be considered when determining the appropriate discipline to be imposed, provided that there is no intervening disciplinary action taken during the two (2) year period.

ARTICLE 32

ELECTION OF REMEDIES

A) Local #330 shall have the right to appeal notices of suspension, discharge, or reduction in rank to either the Civil Service Commission or arbitration.

B) Within ten (10) calendar days of a decision following a Mayor's Hearing, a bargaining unit member may appeal discipline to the Civil Service Commission. However, with the consent of the Union, a bargaining unit member may waive his right of appeal to the Civil Service commission, and elect to appeal the discipline to binding arbitration pursuant to Article XIV of this Agreement. In no event shall an employee be entitled to a hearing before both the Civil Service Commission and an arbitrator regarding the same notice of suspension, discharge or reduction in rank.

1. The Union or the bargaining unit member shall notify, in writing, the **Deputy Mayor for Labor Relations** and the Personnel Director of their choice. Such notification shall be within ten (10) calendar days of the Mayor's decision. Failure to notify the

City within the time limits specified will result in the bargaining unit member and/or the Union waiving their right of appeal.

C) Appeal of a suspension for a definite period or reduction in rank to either the Civil Service Commission or arbitration shall act as a stay until a decision is rendered.

D) Appeal through arbitration will be governed by the rules as specified under Article 14 of this Agreement.

ARTICLE 33

PROMOTIONS

A) Beginning January 1, 2017 unless a current eligibility list exists from previous Promotional testing, bargaining unit members shall be promoted using educationally based criteria as set forth in Article 33 of this collective bargaining agreement.

1) The eligibility list for each rank shall be comprised of candidates that have submitted their qualifications during the latest open enrollment period as defined in Section C of this article.

B) Beginning in 2016, an open enrollment period shall be enacted from 12/1 through 12/31 each year. Candidates that have acquired the certifications for the next rank shall submit documentation supporting said certifications during this time in order to be placed on an officer candidate eligibility list.

1) 2017 shall have two open enrollment periods. 6/1 through 6/30 and then again 12/1 through 12/31.

C) The eligibility for each rank will list in order of Time in Grade those bargaining unit members who signed up within the posting period and satisfy the minimum qualifications for the position listed below; there shall be no preference or bonus points:

1) Each Candidate for Fire Lieutenant shall be Required to posses and maintain certification as a Fire Officer I, Fire Instructor and Fire Inspector.

2) Each Candidate for Fire Captain shall be certified for all Lieutenant Requirements, plus Fire Officer II, Incident Safety Officer, and Health and Safety Officer.

3) Each Candidate for Fire District Chief shall be certified for all Captain Requirements plus Fire Officer III and IV or currently enrolled in the Ohio Fire Executive Officer (OFE) or Executive Fire Officer (EFO). Ohio Fire Executive (OFE) or Executive Fire Officer (EFO) courses shall be successfully completed by the time frame set forth by that program.

4) All courses shall be completed by the candidates during their own time and own expenses. The City will reimburse each candidate in an amount not to exceed two hundred and fifty (\$250) dollars total per rank toward classes successfully completed. All classes and certificates set forth in this agreement related to promotions shall be completed off duty and no overtime shall be paid for such training or certifications.

5) By 2022 any candidate for Fire Captain and above shall have an Associates Degree.

6) By 2025 any candidate for Fire Lieutenant shall have an Associates Degree. Any candidate for Fire Captain and above shall have a Bachelor's Degree.

D) Beginning in 2017 and continuing thereafter, promotions will take place in the months of March and September. Promotions will be based on the Rule of six (6). Candidates that have been skipped and removed from the officer candidate list shall be eligible to submit their qualifications again during the next open enrollment period.

E) The City of Akron and The Akron Firefighters Association, IAFF Local 330 shall convene a committee with two (2) members from each side. This committee will meet

in December of every year to address any issues that may arise and identify any changes in standards that may occur and may, upon agreement between the Union President and The Fire Chief, add no more than two (2) chartered courses per rank during the term of this contract. Any current officer will be grandfathered from obtaining additional classes to maintain their current rank. This Agreement will expire at the end of this contract unless mutually agreed upon by the City of Akron and Local 330.

F) Any dispute concerning the interpretation, application or violation of the terms of Article 33 and any of its sections shall constitute a Grievance as defined under the Collective Bargaining Agreement (CBA) and should be resolved through the process set forth in the CBA.

ARTICLE 34

TIME BANK

I. PURPOSE

A) The purpose of the Time Bank is to assure a member of the program that he will not be removed from the payroll during the first year of illness or incapacity due to an off-duty injury which causes him to use all time off available to him.

II. ELIGIBILITY

A) Any sworn member of the Akron Fire Division, hereinafter referred to as employee, who has completed his initial probation period is eligible to join this program. Employees will be afforded the opportunity to join the program within forty-five (45) days after the initial establishment of the Time Bank Committee. Employees who are not eligible, due to not having hours to donate, shall express their intent to join, in writing, within the above stated forty-five (45) day period and will be allowed to become members on the first opportunity they have to donate hours. After the initial enrollment, employees will have the opportunity to join during the first two weeks of January of each subsequent year.

III. TIME DONATION

A) Each employee who wishes to join into the Time Bank shall be required to donate two (2) hours of time to the program at the time he joins.

1. The following types of time may be donated:

- a. Compensatory Time
- b. Time Due
- c. Bonus Sick Leave Time

B) When the available time in the Time Bank is reduced to one hundred (100) hours through withdrawals, additional donations of time shall be required from each member to replenish the hours used.

C) If a member is called on for a donation and fails to respond, he shall be dropped from the program providing he has available hours to donate. If the member fails to respond due to having insufficient hours to donate, he will be continued on the program providing he contributes at the first opportunity he has to donate hours.

IV. TIME BANK ADMINISTRATION

A) The Time Bank shall be maintained and administered by the secretary of the Union, who shall report in writing any applications for withdrawal or donations to the Time Bank to the Chief of the Division of Fire, and the Time Bank Committee.

B) The committee shall include the following individuals:

1. Chief of the Division of Fire or his designee
2. President of Local 330
3. Secretary of Local #330

C) The committee shall investigate each member applying to withdraw time from the Time Bank and assure that the member meets all of the established requirements for the withdrawal of time.

D) The committee shall report its findings and recommendations to the Deputy Mayor of Labor Relations

containing any information requested.

E) A majority vote of the committee shall be the determining factor in the eligibility of the applying individual to withdrawal from the Time Bank.

V. USE OF TIME BANK

A) When a member off duty has used all time off available to him and is within fifteen (15) days of using all of his accumulated sick time, the secretary of the Union shall notify the Time Bank Committee to have a hearing to determine the eligibility of the individual applying to the program.

B) The member shall furnish such information and physician's statements to the committee as they may require to make a decision.

C) Any member drawing time from the Time Bank may be required by the committee to periodically furnish them with additional information or physician's statements during the time the member is off.

D) The length of time available to any one member through the Time Bank is six (6) calendar months; however, under exceptional circumstances a member on extended sick leave may apply for one extension of time not to exceed three (3) calendar months if his physician will assure the committee that at the end of the extension of time the member will be sufficiently recovered to return to active duty.

E) In no case where regular sick leave has been abused by the member shall he be granted time from the Time Bank.

1. The committee shall have the right to determine if sick leave has been abused in the past by investigating an employee's past record frequency of any sick leave taken.

2. The committee shall have the right to require proof of illness or injury in the investigation

of past sick leave use.

F) Additional qualifications may be imposed from time to time by agreement between Local 330 and the Deputy Mayor of Labor Relations or his designee.

VI. SCOPE OF AGREEMENT

It is expressly understood that this Agreement is subject to all applicable provisions of statutes, City Charter, Ordinances, and Civil Service Commission Rules and Regulations, as well as the Rules and Regulations of the Division of Fire; the parties shall continue to be bound by such provisions both as they now exist and as the same may be amended and supplemented from time to time.

ARTICLE 35

Working in a Higher Classification

A) Temporary Reclassifications - when an individual in a higher classification is still on the payroll, but is absent for whatever reason and management needs to fill the position until the individual returns to work.

1. If it is necessary to assign a fire/medic to fill-in for a lieutenant on a temporary basis, the fire/medic selected shall be determined from the officer candidate list, as defined by Article 33 within the shift. Management may choose from the top six (6) candidates from the shift where the vacancy exists.

2. If it is necessary to assign a lieutenant to fill-in for a captain on a temporary basis, the lieutenant selected shall be determined from the officer candidate list, as defined by Article 33 within the shift. Management may choose from the top six (6) candidates from the shift where the vacancy exists.

3. If it is necessary to assign a captain to fill-in for a District Chief on a temporary basis, the captain selected shall be determined from the officer candidate list, as defined by Article 33 within the

shift. Management may choose from the top six (6) candidates from the shift where the vacancy exists.

4. For the purpose of Officer and Specialty Training, comp time, Jury Duty and Military Time the Fire Administration shall be afforded the option to use four (4) temporary appointments per day, for a maximum of twelve (12) hours each to accomplish this.

B) Provisional Appointments - when a permanent vacancy exists, an individual shall be appointed provisionally for the length of the vacancy, until the next promotional period as defined by Article 33. Management may choose from the top six (6) candidates on the eligibility list.

C) If a vacancy exists that is less than twenty-four (24) hours in duration and management wishes to fill the vacancy, the parties agree that such vacancy shall not be filled by either a temporary reclassification or provisional appointment, but be filled on an overtime basis.

D) Under the terms of this Agreement, "qualified" shall be defined as an individual possessing the minimum qualifications of the higher classification. In addition, the individual must have had a "satisfactory" grade sheet for the grade period prior to individual filling the vacancy.

E) If an individual is required to work in a higher classification, management shall submit for approval to the **Human Resources Director** a request that the employee be paid at **the first step raise for that position.**

ARTICLE 36

Shift Commanders

The City of Akron and the Akron Firefighters Association, Local #330, hereby agree to the following for the purpose of insuring that a shift commander will be assigned to the "line" on a daily basis.

A) If the District Chief assigned as Shift Commander is absent on his scheduled work shift, the Fire Chief shall have the option to schedule a District Chief who is assigned to work a forty (40) hour work week, use a swing shift District Chief, reassign a Captain within the provisions of the working in a higher classification provision (**Article 35 of this contract**), or temporarily assign a Deputy Chief as Shift Commander, on an "as needed" basis when the assigned Shift Commander is temporarily absent.

B) If the Fire Chief or his designee assigns a District Chief who normally works a forty (40) hour week to fill in as shift commander, then the District Chief shall work one of the following schedules:

1. The regular twenty-four (24), forty-eight (48), hour schedule as governed by the provisions of the labor agreement.

2. A forty (40) hour work week comprised of a twenty-four (24) hour work shift and two eight (8) hour shifts.

3. The schedule to be worked shall be determined by the Fire Chief.

C) If a District Chief is required to work a forty (40) hour work week, as defined in B(2), he shall only be paid overtime when following occurs:

1. If he is assigned to the twenty-four (24) hour shift, he shall receive overtime compensation for only those hours worked in excess of twenty-four (24) hours.

2. If he is assigned to an eight (8) hour shift, he shall receive overtime compensation for only those hours worked in excess of eight (8) hours.

3. If he works more than forty (40) hours during the work week, he shall be paid overtime for those hours worked in excess of forty (40) hours.

D) District Chiefs assigned to work under **Article 36** will be chosen by the Fire Chief. However, rotation of the District Chiefs shall be done on an equitable basis, in accordance with the needs of the Bureau.

E) If a Provisional District Chief Shift Commander in temporarily absent, the position shall be filled in accordance with the provisions in Section "A" above.

F) It is recognized and agreed between both the City of Akron and the Akron Firefighters Association, Local #330, that this Article is not intended to circumvent promotional opportunities within the Akron Fire Department.

ARTICLE 37

Fire Investigators

The City of Akron and the Akron Firefighters Association, Local 330, hereby agree for the purpose of insuring that a fire investigator will be assigned to the "line" on a daily basis. This shall apply to the Arson Bureau only. Personnel assigned to this special schedule shall work one of the two schedules as defined below with no carry-over of time from week to week.

A) If the Fire Investigator, who is assigned to the "line", is absent on his scheduled work shift, the Fire Chief shall have the option to schedule a Fire Investigator who is normally assigned to work a forty (40) hour work week to fill in for the Fire Investigator who is off.

B) If the Fire Investigator is assigned to fill in for the Investigator who is off, he shall work one of the following schedules:

1. The regular twenty-four (24), forty-eight (48), hour schedule as governed by the provisions of the labor agreement.

2. A forty (40) hour work week comprised of a twenty-four (24) hour work shift and two eight (8) hour shifts.

3. The schedule to be worked shall be determined by the Fire Chief.

C) If a Fire Investigator is required to work a forty (40) hour work week, as defined in B(2), he shall only be paid overtime when following occurs:

1. If he is assigned to the twenty-four (24) hour shift, he shall receive overtime compensation for only those hours worked in excess of twenty-four (24) hours.

2. If he is assigned to an eight (8) hour shift, he shall receive overtime compensation for only those hours worked in excess of eight (8) hours.

3. If he works more than forty (40) hours during the work week, he shall be paid overtime for those hours worked in excess of forty (40) hours.

D) Fire Investigators assigned to work under this Article will be chosen by the Fire Chief. However, rotation of the Fire Investigators shall be done on an equitable basis, in accordance with the needs of the Bureau.

E) Fire Investigators shall bid vacation, compensatory days, holidays within the Arson Bureau.

F) All trades will be within the Arson Bureau, submitted in writing, and subject to approval of the Bureau Manager.

G) A complaint, dispute or controversy concerning the meaning, interpretation or application of this Article shall constitute a grievance subject to the CBA's grievance and arbitration procedure.

ARTICLE 38

SWAT/EMS

The City of Akron and the Akron Firefighters Association, Local #330, hereby agree to establish an SWAT/EMS Program. After December 31, 2003, the provisions of Article 19 (Seniority), Section H, apply to all members.

A) There will be forty-eight (48) hours of SWAT/EMS

training made available annually, subject to the following conditions:

1. Based on available funds, the hours shall be at the Chief's discretion.
2. Training as scheduled by the Akron Police Department.
3. Training as scheduled by the medical advisor to the Akron Fire Department.

B) Mandatory hours of training in excess of forty-eight (48) hours shall not be counted against the paramedic continuing education hours. However, those training hours in excess of the forty-eight (48) hours that are the result of an individual volunteering to participate in the training will be counted.

1. An initial drug screening will occur as a requirement of becoming a team member. After this initial screen, the member is subject only to drug testing as stipulated in the collective bargaining agreement between Local #330 and the City of Akron.
2. Any APD/SWAT physical agility, SWAT/EMS protocol, or other testing required of team members will apply to SWAT/EMS team participation only. They will have no bearing on the Akron Fire Department physical agility testing, physical fitness program or paramedic program.
3. **Initial** Uniforms for AFD SWAT/Medics will be provided by the City of Akron.

ARTICLE 39

TRAINING

A) During the terms of this agreement, no training shall take place for any Fire Department Personnel between the hours of 5:30 P.M. and 07:30 A.M. the following day, except as otherwise specified in this agreement. Paramedic

training is excluded from this agreement.

B) Local 330 agrees that for the purpose of maintaining certification, bargaining unit members assigned to the hazardous material team, technical rescue operations team, water rescue team or any other training deemed necessary and with mutual agreement of the City and Local 330 training may occur after 5:30 P.M.

ARTICLE 40

Health Care Cost Containment

During the course of 2007 negotiations, International Association of Firefighter's, Local #330, and the City of Akron conducted in-depth discussions concerning escalating health care costs and the manner in which health care costs continue to exceed the general inflation rate affecting other goods and services. Additionally, the parties renewed their commitment to provide a wide choice of medical service providers to these same individuals, while protecting them from the financial hardship that can result from occurrences of injury or disease.

The parties recognized that continued health care inflation not only has a negative impact on overall employment costs, but also seriously impedes both parties' ability to provide health care coverage at present and future benefit levels.

As a result of these discussions, both parties affirmed their commitment to control health care costs and to insure maximum value for funds spent to provide health care coverage.

Both parties determined that the effort should be made to control health care cost escalation through a joint exploration of three broad areas.

1. Over-utilization of certain medical benefits which are, in fact, medically unnecessary.

2. Under-utilization of cost-effective means to obtain needed medical services, e.g., encourage that

medical treatment be rendered in doctor's office rather than in a hospital emergency room; and,

3. The manner in which certain medical service providers charge in excess of reasonable and necessary allowances or exceed charges billed by other medical service providers within the same geographic area.

In order to control health care cost escalation, the International Association of Firefighter's Local #330, and the City of Akron agree to establish a joint Health Care Cost Containment Committee.

This Committee shall consist of the President of International Association of Firefighter's, Local #330, or his designee, and another representative appointed by the UNION, and the Deputy Mayor for Labor Relations for the City of Akron and the Manager of Employee Benefits for the City of Akron. This Committee shall meet on a quarterly basis.

This Committee shall be provided with information pertaining to medical benefit utilization and costs especially when it appears that medical benefit utilization and costs are escalating excessively. This Committee shall develop programs and procedures to address cost containment of benefits utilization. These programs and procedures shall include, but not be limited to, the following:

1. Conducting discussions with health care providers whose charges exceed those billed by other providers for similar medical services.

2. Developing Communication Programs to inform covered employees and retirees about referred medical providers and those providers of medical services that historically have exceeded benefit plan allowances.

3. Establishing programs to educate employees and retirees about alternate less costly sources of health care that may be available.

4. Initiating steps to improve the administration of health care benefits.

5. Enlisting active and retired city employee involvement in community health issues which may have an impact on the overall City of Akron Health Care Program.

ARTICLE 41

Public Safety Communications

This Agreement is entered into between the City of Akron and the Akron Firefighter's Association, Local #330, so as to establish work schedules for those lieutenants assigned to Public Safety Communications. This Agreement supersedes all prior agreements related to work schedules for the lieutenants.

1. The Fire Administration will attempt to maintain a pool of at least twelve (12) qualified dispatch lieutenants.

a. One (1) lieutenant will be assigned to each shift.

The positions will be bid and awarded to the lieutenant based on seniority and qualification.

b. The additional nine (9) lieutenants will be used as fill-ins at the Communications Center.

2. The lieutenants will work a 24/48 hour schedule.

a. Vacations, holidays, and compensatory days will be bid with all other lieutenants assigned to a 24/48 hour shift.

3. When a lieutenant is absent, the shift commander may fill the vacancy as follows:

a. The vacancy will be filled first by reassigning a qualified lieutenant on shift to fill the vacancy. However, the reassignment cannot result in a shortage of manpower "on the line."

b. If the shift commander is unable to fill the vacancy from manpower on shift, then a lieutenant may

be called in for overtime in the following order:

1. Lieutenants regularly assigned to Safety Communications.
2. All other qualified lieutenants.
3. Shift Commanders may temporarily reassign lieutenants to Safety Communications for the purpose of training or to ensure the proficiency of the affected individuals.
4. Shift Commanders are prohibited from reassigning a lieutenant on shift to fill in for a manpower shortage "on the line."
5. Trades will not be restricted. However, approval is subject to the availability of qualified personnel for fill-in on the affected dates.
6. Sleeping facilities (unisex) will be provided to the lieutenants.

ARTICLE 42

TERM OF AGREEMENT

This Agreement shall be in effect for an initial period commencing (date of ratification, and ending December 31, 2018. Both parties agree to commence negotiations at least sixty (60) days, but not more than ninety (90) days prior to the termination date of this Agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures this 29th day of (Date) August 2016

Akron Firefighters Association, Local #330

Russell Brode, President

Arthur Dean

Scott Pascu

Joseph Ruhlin

Andrew Hoch

Robert Hoch

Kevin Gdstkowski

Matthew Claflin

Brandon Reedy

City of Akron, Ohio

Daniel Horrigan, MAYOR

Randy Briggs
Deputy Mayor/Labor Relations

Edward Hiltbrand, Fire Chief

Approved as to Legal Form and Correctness:

Eve Bellance, Director of Law

APPENDIX "A"

DRUG SCREENING PROGRAM FOR UNIFORMED EMPLOYEES OF THE AKRON FIRE DIVISION

I. POLICY STATEMENT

The City of Akron (City) and Local #330, Akron Firefighter's Association, recognize their obligation to provide timely, cost effective, quality service to the citizens of Akron and the community. Substance abuse poses a direct threat to the public safety and welfare and to the employees of the Fire Division. The goal of this Program is, therefore, to provide Fire Division employees who are free from the effects of drugs in order to ensure the safety of the public as well as the safety of the employees.

Public trust and confidence in the integrity of the Fire Division can also be threatened by suspicion of firefighter drug use. Finally, firefighter drug use impacts potential departmental civil liability. This drug screening program ideally will serve to detect and deter prohibited drug use by firefighters and thereby insure the integrity of the Fire Division and preserve public trust and confidence in a fit and drug-free Fire Division.

The City and Local #330 are committed to the principles of prevention and rehabilitation to assist employees in reaching the goal of this Program. This Drug Screening Program (DSP) and the City's Employee Assistance Program (EAP) are the two primary programs that will be utilized to fulfill the principles of prevention and rehabilitation. Since the success of rehabilitation is to a large extent dependent upon an employee's desire and commitment to achieve rehabilitation, the employee has the primary responsibility of resolving drug problems and their attendant effects on safety and work performance. Employees with a drug problem are, therefore, initially encouraged to seek counseling and treatment at the EAP.

With these objectives in mind, the following policy and procedures on drug abuse have been established:

A) LEGAL DRUGS

Employees shall not use or have "traceable in their system" any legal drug to the extent that said drug may adversely affect the employee's safety or job performance or the safety of others. It is the responsibility of the employee to insure that he/she does not violate this requirement.

B) ILLEGAL DRUGS

The illegal possession, sale, purchase or use of any controlled substance is prohibited whether on or off duty. Employees shall not report to work or be on duty with an illegal drug traceable in their systems.

II. DEFINITIONS

For purposes of this drug screening policy, the following terms shall have the following meanings:

1. "Employee Assistance Program" (EAP) means the EAP authorized by the City of Akron.

2. "Illegal drug" means any controlled substance as defined in Ohio Revised Code Section 3719.01 (C), the possession or sale of which is prohibited by law.

3. "Illegal drug usage" includes the use of cannabis or any other controlled substance which has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug.

4. "Legal drug" means any substance the possession or sale of which is not prohibited by law, including prescription drugs and over-the-counter drugs.

5. "Medical Provider" means the facility mutually approved by the City and Local #330, which may change from time to time, which collects, screens and/or stores urine samples.

6. "Medical Review Officer" (MRO) means the physician mutually approved by the City and Local #330, whose primary responsibility is to review and interpret

positive test results obtained through this drug screening program.

7. "Employment related accident" means any accident that occurs in the course of, or within the scope of, employment, regardless of whether the employee is physically located on City premises at the time of the accident.

8. "Reasonable suspicion" means objective facts or specific circumstances found to exist, including inferences from those facts and circumstances, which present a reasonable basis to believe an employee is using or abusing illegal drugs.

9. "Substance abuse" means a positive screen result indicating the existence of a drug at or above the levels prescribed by the City and Local #330, and set forth in IV (C).

10. "Traceable in the employee's system" means that the result of the Medical Provider's analysis of the employee's urine specimen is positive for the tested substance pursuant to the standards set forth in IV(c) of this policy.

III. PROCEDURES

A) WHEN SCREENING MAY OCCUR

Employees may be tested for employment related illegal drug usage under any of the following conditions:

1. Whenever an employee's behavior creates a reasonable suspicion of drug use. The following is a non-exclusive list of factors which may give rise to reasonable suspicion of substance abuse. Any factor alone, or in combination with other factors may be sufficient to constitute reasonable suspicion.

a. Direct observation of drug use.

b. Possession of drugs or related paraphernalia.

c. Employee admissions of drug use or possession.

d. Symptoms of drug use including, but not limited to, disturbances in gait, slurred speech, impaired gross or fine motor control.

e. Any tampering with the drug screening process.

f. Any arrest for any drug related criminal offense, or the filing of any drug related criminal charge against the employee.

The following factors must be used in combination with other factors and cannot by themselves serve to constitute reasonable suspicion:

a. Attendance problems, including absenteeism, tardiness, or unusual use of sick leave.

b. Excessive or repetitive vehicular, equipmental, or other workplace accidents.

2. Whenever an employee is involved in a motor vehicle accident resulting in personal injury or property damage. Any employee involved in an employment-related accident MAY be subject to screening. The Chief or his Deputy will determine whether screening is appropriate with due regard to the nature of the accident and medical treatment involved. Should screening be deemed appropriate, such screening will take place within 72 hours.

3. Whenever an employee returns to duty after an absence of 30 calendar days or more resulting from medical leave or a disciplinary suspension.

4. Whenever an employee returns to duty after participation in a substance abuse rehabilitation program regardless of the duration of absence. Such an employee shall be required to undergo a minimum of twelve (12) urine tests within the one-year period starting with the date of return to duty.

5. Whenever an employee is certified from a promotional eligibility list. All promotions will be contingent upon a negative test result.

6. When randomly selected. All employees shall be subject to random drug screening. The Fire Division will be divided into fifty-four (54) groups, based upon duty assignments and/or shift. Each group will be assigned an identification number. The identification numbers of all employees and each group will be entered into a computer. Once each calendar month the computer will select six (6) of the entered group identification numbers. A list of the selected group identification numbers is then forwarded to the Chief, or a Deputy Chief. The Chief or his Deputy matches the list of selected numbers against a master list in the presence of representatives from Local #330. The selected groups of employees will then be screened immediately. Any employee from the selected groups who is scheduled to work and calls off sick or makes an emergency trade the day his group is tested will automatically be tested during the next screening. An employee from the selected group who is working shall not be permitted to leave work until the employee has been screened.

B) DECISION TO SCREEN FOR CAUSE

A supervisor who has a reasonable suspicion of employee substance abuse will immediately relieve the employee from his or her duties and will immediately notify the Chief, or a Deputy Chief, of the reasons he suspects substance abuse. Under no circumstances will such employee be permitted to operate a motor vehicle, equipment, or other machinery or go on Med Runs. The supervisor shall, as soon as practicable but before the end of the shift, complete and sign an "observation check list" setting forth the facts upon which such supervisor relied. The "observation check list" shall be sent in a sealed envelope directly to the Chief's Office and maintained in a separate and secured file. The Chief or a Deputy Chief will determine whether sufficient suspicion exists to warrant screening, and the determination will be based only upon reliable information as set forth in III (A)(1).

If the Chief or Deputy Chief determines that an employee must participate in the screening process, it will be considered a direct order.

The Chief, Deputy Chief, or the employee's supervisor, will then telephone the Medical Provider to notify it that an employee is being transported for testing.

A supervisor will transport the employee to be screened directly to the Medical Provider, and the employee will remain under observation to ensure the integrity of the screening process.

The supervisor will provide the employee transportation home after the screening process. The employee will remain on leave with pay until the test results are reported to the Chief. If the test results are negative, the Chief, Deputy Chief, or the employee's supervisor will inform the employee of the date the employee is to resume work.

C) UNION REPRESENTATION

After an employee has been ordered to submit to drug testing for cause, the employee shall be provided a Local #330 representative to accompany the employee and the supervisor to the testing site. The employee may release the Local #330 representative if he/she so desires. The Union may designate names of members solely for the purpose of representation during drug screening.

IV. SCREENING PROCESS

A) SAMPLE COLLECTION

Specimen collection will occur in a medical setting and the procedures should not demean, embarrass, or cause physical discomfort to the employee.

Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of evidence.

The employee designated to give a sample must be positively identified with photo I.D. or positive

identification by two (2) officers prior to any sample being taken.

The Medical Provider will furnish urine sample containers pre-labeled with the employee's A.F.D. identification number, date, and time of collection. After collection, the sample will be split into two containers and will be sealed, the Chain of Custody form will be completed, and the employee will be asked to confirm the information contained on the sample container and the Chain of Custody form by signing the Chain of Custody form.

B) TESTING METHODOLOGY

The Medical Provider selected by the City and Local #330 to conduct the analysis must be experienced and capable of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urinalysis testing. The testing or processing phase shall consist of a two-step procedure.

1. Initial screening step, and
2. Confirmation step.

The urine sample is first tested using a screening procedure. A specimen testing positive will undergo a confirmatory gas chromatography/mass spectrometry (gc/ms) test. An initial positive report will not be considered positive, rather it will be classified as confirmation pending. Where a positive report is received, urine specimens shall be maintained under secured storage for a period of not less than one (1) year. Any sample which has been adulterated or is shown to be a substance other than urine shall be reported as such. All test results shall be evaluated by suitable trained medical or scientific personnel prior to being reported to the Medical Review Officer. All test results shall be treated with the same confidentiality as other employee medical records and will be disclosed only to those administrative personnel involved in the screening, rehabilitation or disciplinary process.

C) SCREENING STANDARDS

The City and Local #330 in consultation with the Medical Provider have determined the type of screening to be used. The only substances to be tested for, and the threshold substance levels that shall be considered a positive test result are as follows:

Drug	Initial Screening Cutoff (ng/ml)	Confirmation Cutoff (ng/ml)
Amphetamines*	500 ng/ml	250 ng/ml
Barbiturates	300 ng/ml	300 ng/ml
Benzodiazepines	300 ng/ml	300 ng/ml
Cannabinoids*	50 ng/ml	15 ng/ml
Cocaine*	150 ng/ml	100 ng/ml
Methadone	300 ng/ml	300 ng/ml
Opiates*	2000 ng/ml	2000 ng/ml
Phencyclidine*	25 ng/ml	25 ng/ml
Propoxyphene	300 ng/ml	300 ng/ml

* Found in the 5-panel urine drug screen

Should SAMHSA or the Department of Health and Human Services (DHHS) add to or delete from the current panel of controlled substances or alter the initial screening or confirmation levels, this program will be modified to conform to such standards. Employees will be notified, in writing, of such changes.

D) SCREEN RESULTS

1. Negative Results

If the screen results are negative, the results will be reported in writing to the Medical Review Officer and the sample will be discarded.

2. Positive Results

If the results of the first screen are positive, the Medical Provider will immediately conduct a second screening using a different methodology on a different portion of the original sample.

The Medical Provider will report the confirmation screen results, whether positive or negative, to the Medical Review Officer. Any adulterated sample, or samples otherwise tampered with, may be treated for disciplinary purposes as a positive result.

If the confirmation screen results are positive, employees may request an additional screening, beyond the confirmation screening, by any SAMHSA approved alternate laboratory. Employees will be responsible for the cost of any additional screenings. For chain of custody purposes, the sample will be transferred directly from the Medical Provider to the alternate laboratory, and the alternate laboratory will complete the Chain of Custody form.

If the confirmation screen results are positive, the Medical Provider will retain the sample for at least one (1) year to allow for additional screenings, and employee appeals.

E) ROLE OF MEDICAL REVIEW OFFICER

The Medical Review Officer (MRO) is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO's primary responsibility is to review and interpret positive test results obtained through the DSP. In fulfilling these responsibilities, the MRO is to be guided by the U.S. Department of Health and Human Services (DHHS) Mandatory Guidelines.

If any question arises as to the accuracy or validity of a positive test result, the MRO should in collaboration with the laboratory director and consultants, review the laboratory records to determine whether the required procedures were followed. The MRO then makes a determination as to whether the result is scientifically sufficient to take further action. If records from collection sites or laboratories raise doubts about the handling of samples, the MRO may deem the urinary evidence insufficient and no further actions relative to individual employees would occur.

The MRO must also assess and determine whether alternate medical explanations could account for any positive test result. In reviewing the laboratory results, the MRO may conduct a medical interview with the employee, review the employee's medical history, or review any other relevant biomedical factors. The MRO shall also review any information provided by an employee attempting to show legitimate use of a drug. The MRO may perform limited physical examinations, seeking, for example, needle tracks, in determining whether clinical signs of drug abuse are present.

The MRO must ultimately determine whether some reason other than illegal drug use explains a drug-positive urine. If the MRO verifies illegal drug use, the information related to the use of illegal drugs will be disclosed to the Chief or a Deputy Chief. Any medical information provided to the MRO that is not specifically related to use of illegal drugs will be treated as confidential and not disclosed. If it is determined with reasonable certainty that there is a legitimate medical or other reason to account for the positive laboratory findings, no information identifying the specific employee will be disclosed and the test results will be reported as negative.

V. DISCIPLINARY ACTION AND APPEAL

A) Disciplinary action against an employee for substance abuse shall occur only after a Fire Department Disciplinary Hearings Committee investigation in which the employee is informed of the evidence against him and has had an opportunity to respond.

B) Employees who as a result of being drug tested are found to be using illegal drugs will be subject to dismissal. However, due consideration will be given to provision of rehabilitation through treatment programs in lieu of dismissal on a first offense. Voluntary submission to a rehabilitation program may be considered prior to imposition of a disciplinary penalty. Employees who are found to be abusing drug(s) which have been legally prescribed shall be allowed to enter a substance abuse rehabilitation program and shall not be terminated on the first instance of illegal drug use. Refusal to submit to a drug test, or adulteration of, or switching a urine sample may also be grounds for dismissal.

C) Employees may appeal any formal disciplinary action to the Mayor and the Civil Service Commission subject to the conditions stated in Section 72 of the City Charter and the Akron Fire Department Rules and Regulations. In lieu of an appeal to the Civil Service Commission, an employee may appeal his/her disciplinary action to arbitration pursuant to Article 22.

VI. PARTICIPATION IN A TREATMENT PROGRAM

Employees who may be drug dependent are encouraged to voluntarily seek professional assistance through a treatment program supervised by the Employee Assistance Program. Any self-referral will be kept confidential to the extent provided by the EAP's policies and procedures. Voluntary assistance should be sought BEFORE the drug abuse affects job performance or endangers fellow employees or members of the public.

Although rehabilitation is one of the principal mechanisms relied upon to reach the goal of this Program, rehabilitation is considered only secondary to the primary goal of ensuring safety. The Chief will, therefore, recommend referral to EAP only when the particular circumstances of an employee's case indicate that treatment will be both therapeutic, and a reasonable alternative to facilitating the goal of this program. If the Chief, or Deputy Chief, refers an employee to the EAP, such supervisory referral will be considered a direct order. Supervisory referrals will be kept confidential to the extent provided in this Program, and in the EAP's policies

and procedures, except that the EAP will submit a written report to the Chief when an employee successfully completes the EAP, refuses to participate in the EAP, or withdraws from the EAP before successful completion of the program.

The City's EAP is separate and distinct from the Fire Department and this Drug Screening Program. Therefore any referral or treatment is subject to the EAP's own policies and procedures.

Participation in the EAP will not necessarily preclude disciplinary action with respect to any violations of the law or work rules and regulations.

VII. MEDICAL PROVIDER

The Medical Provider for collection of samples referred to above is Summa Health System.

VIII. NOTICE OF EDUCATION OF EMPLOYEES REGARDING TESTING

1. All employees will be informed of the Division's drug testing policy. Employees will be provided with information concerning the impact of the use of drugs on job performance, the manner in which these drug tests are conducted, the reliability of the tests performed, under what circumstances employees will be subject to testing, what the tests can determine, the types of substances to be screened, and the consequences of testing positive for illegal drug use. All new employees will be provided with this information when initially hired. No employee shall be tested until this information has been provided.

2. There will be a 60 day information distribution period prior to the implementation of testing under this policy for employees.

IX. PROBATIONARY EMPLOYEE DRUG TESTING

A) All newly-hired probationary employees shall be required as a condition of employment to participate in any unannounced mass/mandatory drug tests scheduled during the probationary period.

APPENDIX "B"

MEMORANDUM OF AGREEMENT
MID-TERM BARGAINING

A) The parties agree to have mid-term bargaining for the following issues which are not applicable to the Grievance Procedure. The Parties further agree that these negotiations shall be completed by July 15, 2017.

1. Article 8 Section (3) Longevity Payments
2. Article 8 Section (13) Bonus Sick Leave
3. Article 13 Holidays
4. Article 14 Vacation & Holidays
5. Article 24 Section (A) Specialty Unit Overtime
6. Article 28 Section (B) Physical Fitness
7. Article 42 Safety Communications

"APPENAPPDIX C"

WAGE SCALE

**SALARY PLAN - FIRE
AKRON FIREFIGHTERS ASSOCIATION - LOCAL #330**

CITY OF AKRON, OHIO
PERSONNEL DEPARTMENT

ORDINANCE NO.
EFFECTIVE DATE: 1/3/2016

GRADE	STEP	HOURLY RATE	WEEKLY RATE	MONTHLY RATE	ANNUAL RATE
80	3	24.47	978.80	4,241.47	50,897.60
	4	25.71	1,028.40	4,456.40	53,476.80
	5	27.10	1,084.00	4,697.33	56,368.00
	6	28.57	1,142.80	4,952.13	59,425.60
81	4	29.77	1,190.80	5,160.13	61,921.60
	5	31.30	1,252.00	5,425.33	65,104.00
	6	33.16	1,326.40	5,747.73	68,972.80
82	4	34.49	1,379.60	5,978.27	71,739.20
	5	36.38	1,455.20	6,305.87	75,670.40
	6	38.50	1,540.00	6,673.33	80,080.00
83	4	40.03	1,601.20	6,938.53	83,262.40
	5	42.14	1,685.60	7,304.27	87,651.20
	6	44.68	1,787.20	7,744.53	92,934.40
84	4	46.42	1,856.80	8,046.13	96,553.60
	5	48.90	1,956.00	8,476.00	101,712.00
	6	51.84	2,073.60	8,985.60	107,827.20
85	4	53.84	2,153.60	9,332.27	111,987.20
	5	56.74	2,269.60	9,834.93	118,019.20
	6	60.16	2,406.40	10,427.73	125,132.80

**SALARY PLAN - FIRE
AKRON FIREFIGHTERS ASSOCIATION - LOCAL #330**

CITY OF AKRON, OHIO
PERSONNEL DEPARTMENT

ORDINANCE NO.
EFFECTIVE DATE: 1/1/2017

GRADE	STEP	HOURLY RATE	WEEKLY RATE	MONTHLY RATE	ANNUAL RATE
80	3	25.08	1,003.20	4,347.20	52,166.40
	4	26.35	1,054.00	4,567.33	54,808.00
	5	27.78	1,111.20	4,815.20	57,782.40
	6	29.28	1,171.20	5,075.20	60,902.40
81	4	30.51	1,220.40	5,288.40	63,460.80
	5	32.08	1,283.20	5,560.53	66,726.40
	6	33.99	1,359.60	5,891.60	70,699.20
82	4	35.35	1,414.00	6,127.33	73,528.00
	5	37.29	1,491.60	6,463.60	77,563.20
	6	39.46	1,578.40	6,839.73	82,076.80
83	4	41.03	1,641.20	7,111.87	85,342.40
	5	43.19	1,727.60	7,486.27	89,835.20
	6	45.80	1,832.00	7,938.67	95,264.00
84	4	47.58	1,903.20	8,247.20	98,966.40
	5	50.12	2,004.80	8,687.47	104,249.60
	6	53.14	2,125.60	9,210.93	110,531.20
85	4	55.19	2,207.60	9,566.27	114,795.20
	5	58.16	2,326.40	10,081.07	120,972.80
	6	61.66	2,466.40	10,687.73	128,252.80

**SALARY PLAN - FIRE
AKRON FIREFIGHTERS ASSOCIATION - LOCAL #330**

CITY OF AKRON, OHIO
PERSONNEL DEPARTMENT

ORDINANCE NO.
EFFECTIVE DATE: 12/31/2017

GRADE	STEP	HOURLY RATE	WEEKLY RATE	MONTHLY RATE	ANNUAL RATE
80	3	25.71	1,028.40	4,456.40	53,476.80
	4	27.01	1,080.40	4,681.73	56,180.80
	5	28.47	1,138.80	4,934.80	59,217.60
	6	30.01	1,200.40	5,201.73	62,420.80
81	4	31.27	1,250.80	5,420.13	65,041.60
	5	32.88	1,315.20	5,699.20	68,390.40
	6	34.84	1,393.60	6,038.93	72,467.20
82	4	36.23	1,449.20	6,279.87	75,358.40
	5	38.22	1,528.80	6,624.80	79,497.60
	6	40.45	1,618.00	7,011.33	84,136.00
83	4	42.06	1,682.40	7,290.40	87,484.80
	5	44.27	1,770.80	7,673.47	92,081.60
	6	46.95	1,878.00	8,138.00	97,656.00
84	4	48.77	1,950.80	8,453.47	101,441.60
	5	51.37	2,054.80	8,904.13	106,849.60
	6	54.47	2,178.80	9,441.47	113,297.60
85	4	56.57	2,262.80	9,805.47	117,665.60
	5	59.61	2,384.40	10,332.40	123,988.80
	6	63.20	2,528.00	10,954.67	131,456.00

JAMES J. MASTURZO
Deputy Mayor / Labor Relations

MARY BOHNERT
Secretary IV



Donald L. Plusquellic
Mayor

THE MAYOR'S OFFICE OF LABOR RELATIONS

146 S. High Street / CitiCenter / Suite 703 / Akron, Ohio 44308 / (330) 375-2280 / Fax (330) 375-2414 / www.ci.akron.oh.us

April 29, 2008

Mr. Phillip Gauer, President
Akron Firefighters Association, Local #330
161 Massillon Road
Akron, OH 44312

Dear Mr. Gauer:

This letter is to reaffirm the City of Akron's commitment made that should the Police and Firemens' Disability Pension Fund of Ohio's health insurance plan or a successor plan cease to provide benefits to eligible City of Akron retirees, spouses and dependent children, widows and widowers, the City of Akron would become the primary insurer of benefits authorized by the City of Akron ordinances.

In cases where another health plan or plans' liability precedes the City of Akron plan, the City of Akron will continue to provide benefits in its order of liability.

Sincerely,

James J. Masturzo
Deputy Mayor/Labor Relations

JJM:mb