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STATE EMPLOYMENT
RELATIONS BOARD

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

In The Matter of The Interest Arbitration Between:

CITY OF ELYRIA)
)
 -AND-)
)
 INTERNATIONAL ASSOCIATION)
 OF FIREFIGHTERS, LOCAL 474)

ATTENDANCE:

For The City:

Howard Heffelfinger, Esq., Advocate
James Wolff, Esq., Advocate
Thomas J. Smith Administrative Attorney
Chris Eichenlaub Safety Service Director
Ted Pileski Auditor

For The Union:

Ryan Lemmerbrock, Esq., Advocate
David Street President
Dean Marks Vice President
Carl J. Mack Secretary
James M. Roth Treasurer
Charles Smalley, Jr., Shift Representative
Robert Resar Shift Representative

BEFORE ALAN MILES RUBEN, INTEREST ARBITRATOR

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BACKGROUND:

The Employer, the City of Elyria, Ohio, provides police, fire, emergency medical transportation and other municipal services for its residents and commuters who live or visit the City daily.

The City's Fire Department in addition to its Chief, employs some sixty-eight personnel.

The Union, Elyria Firefighters, Local 474, International Association of Firefighters, AFL-CIO, represents a Bargaining Unit consisting of forty-three Firefighters, fifteen Fire Lieutenants, seven Fire Captains and three Assistant Fire Chiefs.

The City and the Union were signatories to a Collective Bargaining Agreement effective as of July 12, 2003 for an initial term which expired on July 11, 2006.

Pursuant to Article 33, Section 33.2, the parties exchanged written notices of intent to modify or amend the Agreement in advance of the expiration date.

When by August 29, 2006, the parties failed to reach agreement on a successor Contract, the State Employment Relations Board appointed the undersigned as Fact-Finder to make findings of fact and recommendations on all unresolved issues.

The parties continued their negotiations, however, and filed appropriate notices of extension of fact-finding in accordance with O.A.C. Rule 4117-09-05(G).

On January 10, 2007, the Fact-Finder was notified that impasse had been declared, and was requested to schedule a hearing.

At the direction of the parties the Fact-Finding hearing was commenced on March 9, 2007, continued on March 20th, resumed on June 14th and concluded with an evidentiary session on October 18, 2007.¹

By the date of the fact-finding proceedings, the parties had tentatively agreed that the successor Contract would be for a three-year term (Article 33) and that the provisions for wages and educational compensation would be retroactive to July 12, 2006. The parties also tentatively agreed to carry forward and incorporate into the new Agreement, mutatis mutandis, all Articles and Sections of Articles from the 2003 Contract, identified and set forth below:

“Preamble/Purpose”;
Article 2 - “Management Rights”;

¹ In addition, the Fact-Finder held conferences with the Advocates for the parties on March 13th and June 26th, 2007. At diverse times during the proceeding, including September 11th and 18th, 2007 the Fact-Finder also scheduled telephonic conference calls with the parties' Advocates.

Article 3 - "No Strike/No Lockout";
Article 6 - "Payroll Dues and Deductions";
Article 7 - "Prevailing Rights";
Article 8 - "Pledge Against Discrimination and Coercion";
Article 9 - "Rules and Regulations";
Article 22 - "Unpaid Sick Leave";
Article 23 - "Personal Leave";
Article 28 - "Safety";
Article 29 - "Employment Standards";
Article 31 - "Job Bid Process";
Appendix A - "Authorization for Payroll Deduction", and
Appendix C - "Injury On Duty Report And Agreement".

A series of proposals to add new provisions and to amend other Articles and Sections of the Articles of the 2003 Contract were withdrawn. Consequently, all proposals for Contractual changes and additions other than those referred to below are to be deemed as having been abandoned.

By the conclusion of the negotiations, some twenty-six issues remained in dispute and were presented to the Fact-Finder, including proposals to amend or add to Article 1, "Recognition"; Article 4, "Union Rights"; Article 5, "Layoffs and Restoration"; Article 10, "Work Schedule and Hours"; Article 11, "Time Exchange"; Article 12, "Wages and Longevity"; Article 13, "Overtime"; Article 14, "Life Insurance"; Article 15, "Vacation"; Article 16, "Holidays"; Article 17, "Clothing Allowance"; Article 18, "Hospitalization"; Article 19, "Sick Leave"; Article 20, "Injury on Duty"; Article 21, "Bereavement Leave"; Article

24, "Military Leave"; Article 25, "Educational Agreements"; Article 26, "Grievance Procedure"; Article 27, "Savings Clause in the Event any Particular Provision be Deemed Illegal or Unconstitutional"; Article 30, "Hazardous Materials Response Team Bonus Payments"; Article 32, "Disciplinary Procedure"; Article 33, "Duration of Agreement"; Appendix B, "Grievance Appeal Form"; Appendix D, "Panel of Arbitrators" a Memorandum of Understanding which would permit the assigning of dispatch duties to the City's Dispatch Center and the hiring of retired Firefighters on a part-time basis to staff the Fire Prevention Bureau, and a Memorandum of Understanding respecting overtime procedures.

Timely in advance of the initial hearing, the parties provided the Fact-Finder with the statements required by Ohio Administrative Code 4117-9-05(F) and the Ohio Revised Code Section 4117.14(C)(3)(a).

The Fact-Finder was successful in mediating and bringing the parties to tentative agreement on all of the issues in dispute, save one - the City's proposal to amend Article 13, "Overtime", so as to eliminate longevity pay from the calculation of non-FLSA mandated "Contractual" overtime.

Appended to this Award and incorporated as part thereof are the tentative Agreements that have been reached by the parties.

On October 18, 2007, an evidentiary hearing was held with respect to the one remaining unresolved issue, and the Fact-Finder received testimony and documentary submissions with respect thereto.

At the conclusion of this hearing, the parties agreed to adopt an Alternative Dispute Settlement Procedure in accordance with Ohio Revised Code Section 4117.14(E) and Ohio Administrative Code Section 4117-9-03 as set forth below:

"1. This agreement shall be limited in application to this one event only and the parties agree that it shall not be applicable to any negotiations hereafter.

"2. The parties agree to waive the statutory fact-finding procedures.

"3. Alan Miles Ruben, previously appointed by the State Employment Relations Board to serve as Fact-Finder in this matter, shall be granted all rights and authority to determine the issues remaining between the parties in accordance with the final offer settlement procedure pursuant to RC 4117.14(G)(7), as previously modified by the Extension and Retroactivity Agreement signed by the parties on March 20, 2007.

"4. Alan Miles Ruben shall resolve all remaining disputes between the parties by selecting, on an issue-by-issue basis, from between each of the party's final position as presented in hearing on October 18, 2007.

"5. The final offer settlement award shall incorporate all individual tentative agreements reached by the parties through the negotiation and mediation processes."

In consideration of the Arbitrator's docket, the parties graciously extended the time within which he might issue his Award.

The Arbitrator considers below the final proposals and supporting positions of the parties on the issue before him. In so doing the Arbitrator has taken into the account the factors enumerated in O.R.C. Section 4117.14(G)(7), viz.:

"(a). past collectively bargained agreements, if any, between the parties;

"(b). comparison of the issues submitted to final offer settlement relative to the employees in the bargaining unit involved with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;

"(c). the interest and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;

"(d). the lawful authority of the public employer;

"(e). the stipulation of the parties;

"(f). such other facts, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of the issues submitted to final

offer settlement through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution proceedings in the public service or private employment."

I. CALCULATION OF OVERTIME COMPENSATION:

THE 2003 CONTRACT:

Article 13 provides as follows:

Section 13.1: All employees covered by this agreement shall receive overtime pay when:

"A. Called in (when off-duty) due to serious fires, emergencies, for special instructions, training, or any other Fire Department business, shall be paid a minimum of four (4) hours and for actual time to the nearest tenth (1/10) of an hour for all time beyond four (4) hours including meal time. 40 hour employees shall have the option of taking overtime pay or taking FHT at the same rate (4 hrs OT=6 hrs FHT).

"B. Held over at the close of the regular shift for any of the above reasons, and shall be paid a minimum of two (2) hours and for actual time to the nearest tenth (1/10) of an hour for all time beyond two (2) hours.

Section 13.2: Call-in holdover overtime shall be paid at one and one-half (1 1/2) times the employee's basic hourly rate of pay, determined by dividing the employee's annual base salary by 2080 hours, except for the following:

** Two (2) times the basic hourly rate for Sundays and legal holidays, except New Year's Day, Thanksgiving Day, and Christmas Day (based on 2080 hours);

** Three (3) times the basic hourly rate of pay for New Year's Day, Thanksgiving Day, and Christmas Day (based on 2080 hours);

** Regular pay plus ½ times for working regularly scheduled 24 hour days beginning at 0800 hours on Thanksgiving Day, Christmas Eve Day, and Christmas Day.

Section 13.3: Notwithstanding Sections 13.1 and 13.2 herein, whenever an employee is called-in to fill the shift complement established by the City, such employee shall be compensated at one and one-half (1 ½) times the employee's basic hourly rate computed by dividing the employee's annual base salary by the employee's annual hours plus longevity.

Section 13.4: All overtime due shall be paid to employees the first pay day following the pay period to include all overtime worked, up to and including the last Wednesday of the pay period. Longevity shall be paid on all overtime. Such overtime is to be reported to the City Auditor on the Thursday following that Wednesday."

The City's Proposal:

The City proposes to amend Sections 13.3 and 13.4 by deleting longevity pay from the calculation of overtime except for overtime paid "for all hours worked over two hundred twelve (212) in a twenty-eight (28) day period in accordance with the "[Fair Labor Standards] Act."

The Union's Proposal:

The Union seeks to retain this Article without change and incorporate it into the successor Agreement.

ANALYSIS:

The City points-out that the Contract requires it to pay an overtime premium rate for all hours worked by (1) off-duty Firefighters who are called-in for emergencies or other special Fire Department needs, (2) by on-duty Firefighters who are held-over at the close of their shifts and (3) by Firefighters working on Sundays and designated

holidays, even when they have not worked more than 212 hours in a twenty-eight day period as the Fair Labor Standards Act requires.

The City's exhibits show that the annual cost of overtime in 2002 amounted to \$472,122.00, and the amount climbed in each year, with the exception of 2005, to a peak of \$871,338.00 in 2006.

Alone of all the City's Bargaining Units, only the Firefighters' overtime rate includes longevity pay.

Firefighters are entitled to a 1% increase in their base wages for each year of service up to a maximum of 20%. Twenty of the sixty-eight Bargaining Unit members have reached the maximum longevity payment of 20%. Twelve more have qualified for an 18% mark-up. Three receive 17%. Five more have qualified for a 13% increase. Ten other members get 12%. Two more are entitled to the 10% increment. Seven members of the Bargaining Unit receive a 7% add-on to their base wage rate. Three Firefighters have achieved 6% increases. The final six have become eligible for 2% supplementation.

This assertedly "improvident arrangement", so the City ruefully concedes, has inflated its excessively burdensome overtime cost.

If longevity were not added to the Firefighter's base rate for non-statutory overtime calculation purposes, the City estimates that it would realize a substantial saving.

Thus, in 2006, the City incurred some 26,636.00 overtime hours.

The average longevity enhancement paid on the overtime hours was \$3.88 an hour (based on the 2005 wage rates) and accounted for \$103,348.00 of the total.

However, the amount actually attributable to defeasible longevity payments was somewhat less. An indeterminate portion of total overtime was attributable to hours subject to the Fair Labor Standards Act which requires the inclusion of longevity supplements in the base wage for overtime pay calculations.

The City contends that, in addition to budgetary concerns, longevity pay should be excluded from non-statutory overtime calculations because it is inconsistent with the way in which Contractual non-statutory overtime pay is determined for the Police Department and each of the other City Bargaining Units.

Further, according to the City's tabulation, most "comparable communities"² - Cleveland Heights, Cuyahoga

² The issue of "comparability" was not raised in these proceedings, and in the absence of evidentiary

Falls, Euclid, Lorain, Mansfield, Avon, Avon Lake, North Ridgeville, Sheffield Lake and Mentor - do not include longevity pay in the calculation of overtime except as required by law. There is, therefore, so the City argues, no reason for Elyria to be the exception.

In opposition to the City's assertion of the need for parity between Fire and Police Department members, the Union presented a statistical comparison of Firefighters' "base wage rate plus longevity" scale with that of Police Officers. The study disclosed that, at each three, five, ten, fifteen and twenty-year seniority level, Police Officers receive, on average, a favorable differential of 1.9% over their Fire Department peers. Consequently, there has been no parity between the two Bargaining Units.

The Union offered its own array of "comparable communities", and insists that even when longevity is included in the wage calculation, the City's Firefighters 2006 regular and overtime hourly rates were well below those set by Westlake, North Olmsted, Euclid, Parma and Avon Lake (except at the twenty-year seniority level), but, above those available in Cuyahoga Falls.

presentation, the Arbitrator expresses no opinion as to whether any or all of the other Fire Departments cited can fairly be said to be similar to Elyria according to relevant statistical criteria.

At the October 18, 2007 hearing the City's Auditor, Mr. Ted Pileski, noted that the normal shift complement includes twenty-two Firefighters on two of the three shift and twenty-one on the remaining shift. The then existing minimum manning requirement of seventeen Firefighters on duty per shift allowed five Firefighters to be scheduled off-duty each day. Three of the five time-off slots were for scheduled vacation, one for holiday observance and one for a Kelly Day absence. However, when the number of personnel reporting for duty fell below seventeen, off-duty Firefighters had to be called-in on an overtime basis to make-up the necessary complement.

On August 27, 2007, during the course of these arbitration proceedings, the City reduced the minimum manning requirements from seventeen to fourteen per shift, and the number of available time-off slots was reduced from five to three.

The effect on overtime utilization was dramatic.

Whereas the average bi-weekly pay period overtime cost for the year had been \$26,339.00, for the first two bi-weekly pay periods after the reduction had taken full effect - September 15th and October 3rd, 2007 - the average cost fell to \$10,854.00.

While overtime utilization during the first two post-reduction pay periods may not be entirely representative of the those to follow, it is likely they are "in the ballpark". It is therefore possible to project that the City will likely spend in the range of \$300,000.00 for overtime in 2008, a savings of some \$400,000.00 from its 2006 total.

Indeed, the significant effect on overtime expenditures of the reduced manning requirement is evident from updated data made available at the October 18th hearing. The average per pay period overtime costs in 2006 was \$33,513.00, but the average for the first twenty pay periods in 2007 was \$25,379.00 - the lowest total since 2003.

The recourse to overtime assignments will likely be further reduced because it appears that the City is in the process of hiring three additional Firefighters. (The Fire Chief in his 2006 and 2007 Reports to the Mayor had sought seven new recruits, bringing its strength up to the seventy-seven members it had in 1997).³

³The additional staffing, however, because of an eight-month training requirement, would play a limited role in the 2008 overtime scenario.

In light of these circumstances, the City's case for elimination of the longevity add-on from overtime calculations is questionable.

The shrinkage in overtime hours means that the longevity component will become a much less significant factor in the budgeting process. But, what may be insubstantial for the City is not necessarily insignificant for an employee's bi-weekly take-home pay.

The City points-out that during 2006, adjusted for the retroactive wage increases to become effective as of July, 2006, Firefighters received on average, overtime pay, including longevity, of \$12,800.00. Longevity accounted for \$508.00 of the total. Because of the decline in overtime hours since September of 2007 Firefighters' total compensation will be considerably reduced.

Neither the fact that members of other City Bargaining Units do not receive longevity supplements for their non-statutory premium pay work hours, nor the fact that the personnel of other comparable Fire Departments may not be given this adjustment are of importance in the present context.

Parties structure their compensation packages in diverse ways to further their priorities. A union may prefer to favor senior employees. An employer may wish to

avoid costly "roll-ups" or the triggering of "me-too" clauses. Different parties will strike different bargains as to what compensation components should be included or excluded in order to achieve their objectives.

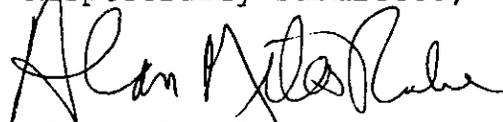
In the present case, the tentative agreements thus far reached on compensation issues reflect that those kinds of considerations have been at play. Neither comparison with the City's Patrol Officers' wages nor comparison with the wages of Firefighters in other communities warrant reducing Elyria's Firefighters non-statutory overtime compensation as would result from elimination of longevity from the calculation.

In reality, the issue over the inclusion of longevity pay in the calculation of Contractual premium pay hours arises in the larger context of the City's desire to control the seemingly inexorable increases in overtime costs which, because the amount is not fixed and known in advance, as are regular wage costs, can create havoc with the budgeting process.

With the decisions to lower the minimum manning requirement and add to the Departmental staffing, the City's concern over the "runaway overtime cost peril" should be abated.

Accordingly, the Arbitrator Awards the Union's proposal and directs that Article 13, "Overtime", be carried forward without change and incorporated into the successor Agreement.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Alan Miles Ruben". The signature is written in a cursive style with a large initial "A".

Alan Miles Ruben
Interest Arbitrator

AMR:ljg

AWARD:

The Arbitrator Awards and directs that all tentative Agreements reached by the parties that have been enumerated herein and attached hereto, be incorporated into the successor Agreement.

The Arbitrator further Awards the Union's proposal with respect to the provisions of Article 13 "Overtime", and directs that the text of present Article 13 be incorporated into the successor Agreement without change.

AWARD signed, dated and issued at Cleveland, Ohio this 11th day of December, 2007.


Alan Miles Ruben
Interest Arbitrator

AMR:ljpg

EXECUTIVE SUMMARY OF TENTATIVE AGREEMENTS

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ARTICLE 1
RECOGNITION

Section 1.1. The City recognizes the Union as the exclusive bargaining agent for all the employees of the Elyria Fire Department, with the exception of the Fire Chief and the Assistant Fire Chief who has been designated by the Fire Chief to serve as Fire Marshall, that are covered by the State of Ohio Fire Fighter Pension Laws. ~~Said position of Assistant Fire Chief/Fire Marshall shall become exempt as of August 1, 1987.~~

ARTICLE 4
UNION RIGHTS

Section 4.1. ~~Union members appointed by the executive board or elected by the Union,~~ *Delegates appointed by the Union, not to exceed two (2) in number off duty at any time,* shall be granted time off with no loss of pay, not to exceed a maximum of ~~eighteen (18)~~ *twenty (20)* tours of duty over the contract term (three {3} years), ~~or eight (8) not to exceed seven (7)~~ tours of duty in any one (1) year, in order to perform their Union functions which include but are not limited to;

- Attendance at conventions;
- Attendance at conferences; and,
- Attendance at seminars.

Furthermore, when a union member is elected to a State or National office, an additional 100 hours will be placed in the bank each year for use by that member. Additionally, the member elected to the State or National office shall be given additional leeway in scheduling time off.

Section 4.2. The Union shall give the city reasonable notice of their intent to exercise the rights herein.

Section 4.3. All vehicles operated by Union personnel may display I.A.F.F. decals.

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ARTICLE 5
LAYOFFS AND RESTORATION

Section 5.1. When it becomes necessary in the Elyria Fire Department, through lack of work or for causes other than disciplinary reasons, to reduce the force in said department, the youngest employee in point of service shall be the first to be laid off.

Section 5.2. In the event that a position in the Elyria Fire Department above the rank of fireman is abolished, and the incumbent of such position had been permanently appointed thereto, he shall be reduced to the next lower rank in such department, until the youngest department member in point of service in the lowest rank has been reached. The youngest department member in point of service may be laid off.

Section 5.3. The names of individuals holding permanent positions in the classified service who have been laid off under the provisions of this section shall be placed on an appropriate "layoff list" in order of their original appointment and for a period not to exceed ~~two (2)~~ *three (3)* years. *Upon five (5) years of service with the City, individuals who have been laid off shall remain on the "layoff list" for a period not to exceed four (4) years, provided that the individuals remain eligible for reinstatement.* Whenever discontinued positions are re-established or other cause for layoff is terminated and a request is made for certification of those eligible, former employees of the department who have been laid off and whose names appear on the "layoff list" shall be the first to receive appointments.

Section 5.4. In the event that a promoted position in the Elyria Fire Department is abolished and made unnecessary, and it is found necessary to re-establish the position within three (3) years from the date of abolishment, the employee who previously held that position shall be entitled to return to the position.

ARTICLE 10
WORK SCHEDULE AND HOURS

[see TENTATIVE AGREEMENT (10/18/07) document]

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ARTICLE 11
TIME EXCHANGE

[see TENTATIVE AGREEMENT (10/18/07) document]

ARTICLE 12
WAGES AND LONGEVITY

[see TENTATIVE AGREEMENT (10/18/07) document]

ARTICLE 13
OVERTIME

[TO BE DETERMINED VIA CONCILIATION BY ALAN MILES RUBEN]

ARTICLE 14
LIFE INSURANCE

Section 14.1. The City agrees to provide a life insurance policy in the amount of ~~fifty thousand dollars (\$50,000.00)~~ *seventy-five thousand dollars (\$75,000.00)*, for each bargaining unit employee.

ARTICLE 15
VACATION

[see TENTATIVE AGREEMENT (10/18/07) document]

ARTICLE 16
HOLIDAYS

[see TENTATIVE AGREEMENT (10/18/07) document]

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ARTICLE 17
CLOTHING ALLOWANCE

Section 17.1. All protective clothing and protective devices required of employees in the performance of their duties shall be furnished without cost to the employee by the City. Such clothing and devices shall be as follows and be known as "turnout gear":

- 1 fire helmet with winter liner
- 1 turnout coat with winter liner
- 1 pair fire boots
- 2 pairs approved gloves
- 1 spanner wrench
- 1 pair bunker pants
- 1 protective hood

All "turnout gear" shall be based upon Standard 1975 of NFPA/Ohio Administrative Code Chapter 4121: 1-21 Fire Fighting.

Section 17.2. Replacement of "turnout gear" will be determined by the Chief or Assistant Chief.

Section 17.3. Each employee shall receive a clothing allowance of ~~eight hundred fifty dollars (\$850.00)~~ **one thousand dollars (\$1,000.00)** annually for the purchase of regulation uniform and clothing. ~~prescribed by amended Bulletin #40, appended to this agreement for 2003. The clothing allowance paid July of 2004 shall be nine hundred dollars (\$900.00). The clothing allowance paid July of 2005 shall be one thousand dollars (\$1000.00).~~ The clothing allowance for the 2003 year shall be paid on the first pay day following July 12 of each year. 2003. For the year 2004 the clothing allowance shall be paid on the first pay after July 12, 2004. For the year 2005 the clothing allowance shall be paid the first pay after July 12, 2005.

Section 17.4. Each new employee is entitled clothing in the approximate value of the clothing allowance amounts set forth in section 17.3 above. The employee will not be entitled to the clothing allowance in Section 17.3 above until the calendar year after he was hired.

Section 17.5. The City agrees to purchase personal SCBA face pieces for all new employees. The employees shall be responsible for regular maintenance and damage caused through negligence. The City will continue to provide certified maintenance.

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ARTICLE 18
HOSPITALIZATION

[see TENTATIVE AGREEMENT (10/18/07) document]

ARTICLE 19
SICK LEAVE

[see TENTATIVE AGREEMENT (10/18/07) document]

ARTICLE 20
INJURY ON DUTY

Section 20.1. Every full-time employee shall be entitled to apply for benefits under this article on account of sickness or injury, provided such disability was occasioned while in the direct line of duty and under such circumstances that would cause the injury or disability to be compensable under the Workers' Compensation Law of the State of Ohio. An employee shall be entitled to apply for benefits under this article for a period not later than five (5) years after the initial date of his or her injury provided, however, that during such period, the Ohio Bureau of Workers' Compensation or the Industrial Commission of Ohio has during such period honored the employee's claim for said injury. In no event shall the provision entitle the employee to receive more than twelve (12) months full pay for the injury.

Section 20.2. To apply for benefits under Section 20.1 hereof, written application shall be made to the Director of Safety Service accompanied by a certificate from a registered physician stating that such employee is unable to work and that such disability is the result of or is connected with the duties of such employee.

Before any employee who has made application to the Director of Safety Service for benefits under this article is entitled to receive any benefits under this article, he shall first make application for Workers' Compensation benefits from any compensation fund to which the City contributes.

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He must also complete the injury-on-duty report and agreement with his supervisor as soon possible following the injury (see Appendix C). No employee shall be entitled to City-paid injury-on-duty benefits until this requirement has been completed. The employee may be required to undergo an examination by a registered physician at the discretion of the Safety Service Director.

Section 20.3. When an employee files a written application with the Director of Safety Service alleging an injury-on-duty, the Director shall immediately place said employee on injury-on-duty status.

The City shall then provide the following:

- A. Payment to the employee in an amount equal to the employee's full regular base pay plus longevity payments.
- B. Payment of the Employer's share to the Police and Firemen's Disability and Pension Fund. Such payments shall not exceed the period of the employee's disability.

Section 20.4. In the event such injury-on-duty is disallowed by the Bureau of Workers' Compensation or the Industrial Commission of Ohio, the employee shall be charged with the time lost from work against his accumulated sick leave time, or at the employee's option, the benefit shall be repaid. If the employee does not have accumulated sick leave time to cover either all or part of the time off, up to and including the date the claim is disallowed, then any monies paid to the employee by the City under this article shall be repaid by the employee to the City.

Section 20.5. There shall be no loss of vacation or holiday time or other benefits previously and traditionally continued by the City for employees on injury-on-duty status.

Section 20.6. In the event the injury or disability sustained by the employee is not total, the Safety Service Director may assign the employee to Fire Department duties which are consistent with the employee's physical abilities. The employee shall remain on their current work schedule unless otherwise agreed upon by the employee and the City. The City may assign the employee to a forty (40) hour work schedule after six (6) months of injury. The City shall have the right to require the employee to submit to a medical examination by a licensed physician satisfactory to the City to determine the employee's ability to perform the alternate Fire

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Department duties. Should an employee elect not to return to work under a light duty assignment, the provisions for the benefits under this article shall cease.

In instances of dispute regarding the injured employee's physical abilities and/or work schedule, the employee shall remain off duty, in accordance with Section 20.3 above, until such dispute can be satisfactorily resolved in accordance with Section 20.8 below.

Section 20.7. Once an employee has exhausted the twelve (12) weeks of Family and Medical Leave, the Employer shall have the right to have the employee examined by a medical practitioner designated by the Employer. Such examination(s) may occur at least every thirty (30) calendar days, as determined by the Employer.

If the licensed physician determines that the employee is unable to return to work at the end of the twelve (12) month period, the employee shall either (1) file for disability retirement, and the provisions for the benefits under this article shall continue until the employee is granted a disability retirement or; (2) not file for disability retirement and the benefits shall cease or; (3) file for workers compensation (lost wages only) and the benefits hereunder shall cease.

Section 20.8. Should the employee disagree with the decision of the City's appointed physician, as outlined in Sections 6 and 7 of this article, the employee may, within seven (7) days, submit documentation to the contrary from his personal physician. The parties shall request from the two (2) physicians the name of the mutually agreeable third physician within seven (7) days. The employee shall be examined by the third physician within seven (7) days. Upon examination of the employee, the decision of the third physician shall be final and binding upon both parties. The time limit may be extended upon request of the Physician.

ARTICLE 21
BEREAVEMENT LEAVE

Section 21.1. All employees covered within the provisions of this agreement shall be granted a leave of absence with pay in the event of the death of an employee's spouse, parents, children, brother, sister, grandparents, grandchild, brother-in-law, sister-in-law, daughter-in-law, and/or son-in-law of each employee and/or his/her spouse.

Section 22.2. An employee may absent himself for this purpose for a period not to exceed three (3) tours of duty for each death, whether within or without the State of Ohio, which would

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include travel time, except those members of the Elyria Fire Department who work a forty (40) hour week, who shall receive a period not to exceed three (3) work days for each death, including travel time within the State of Ohio, and five (5) work days for each death which includes travel time outside the State of Ohio. An employee shall be allowed one tour of duty off (charged to sick leave) in the event of the death of an aunt or uncle. FHT time (up to ~~four~~ *eight* hours) shall be available to attend the wake or funeral of a friend or relative not named above.

Section 21.3. To be entitled to pay for bereavement time, the employee must provide a certificate of the funeral director that he attended such a funeral or service.

ARTICLE 24
MILITARY LEAVE

Section 24.1. Bargaining unit employees who are members of the Ohio National Guard, the Ohio military reserve, the Ohio Naval militia, or other reserve components of the armed forces of the United States are entitled to leave of absence from their respective duties, without loss of pay, for such time as they are performing military duty. Such paid time shall not exceed ~~twenty-two (22) eight (8) hour work days, or~~ one hundred and seventy-six (176) hours in a calendar year.

Section 24.2. Except as otherwise provided in Section 24.3 herein, a bargaining unit employee who is entitled to leave, as described in Section 24.1, and who is called to military duty for a period in excess of ~~twenty-two (22) eight (8) hour work days or~~ one hundred seventy-six (176) hours in a calendar year in which military duty is performed, due to an executive order of the President of the United States or an act of Congress, shall, during such period designated in the order or act, be paid the lesser of the following:

- ¹The difference between the gross monthly wage/salary as an employee and the sum of his gross military pay and allowances received that month;
- Five-Hundred dollars (\$500.00).

Section 24.3. Maintain current contract language.

Section 24.4. A bargaining unit employee shall be required to submit to the Employer the published order authorizing military duty or a written statement from the appropriate military

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commander authorizing such duty, prior to being credited with military leave as described herein.

Should State legislature change the law in regards to military leave, the changes shall modify the provisions for military leave as established herein and shall become automatically incorporated into this contract, to the extent that it is applicable.

ARTICLE 25
EDUCATIONAL

Section 25.1. Any schooling or educational training that the Elyria Fire Department sends its personnel to shall be considered as overtime for the time that they are actually attending classes, with the following exceptions:

- The basic two hundred (240) hour training for new members of the Elyria Fire Department; and
- Days that the employee's shift is scheduled to work.

Section 25.2. A college incentive program is hereby adopted for the Elyria Fire Department as follows:

- 1) The base pay of an employee covered by this agreement shall be increased one dollar (\$1.00) per month for each credit hour (quarter hours) of approved Fire Science course or related course of study as indicated in 25.4.
- 2) A passing grade of "C" or better is required in order for the individual employee to get credit under such incentive program. The employee shall be given credit for successfully challenging a class. Said successful challenging is to be the same as "C" or better.
- 3) The course selection shall be based on courses at the Lorain County Community College or any accredited college in the State of Ohio. Colleges and Universities outside the State of Ohio will be considered if a program is not offered in Ohio.
- 4) A maximum of ninety-six (96) credit hours shall be available for an Associate

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degree and a maximum of one hundred twenty-one (121) credit hours shall be available for a Bachelor's degree.

- 5) No monetary incentive shall be earned until eleven (11) credit hours have been earned by the individual employee.
- 6) Credit shall be given for approved courses successfully completed by a grade of "C" or better prior to the adoption of this program or prior to employment as a Fire Fighter. Any employee who is awarded a Bachelor's degree from an accredited educational institution shall receive the maximum one hundred twenty-one (121) credit hours regardless of the field of study or credit hours actually completed. Credit shall be given for Bachelors and Associate degrees awarded and received prior to the adoption of this program or prior to the employment at the Fire Department regardless of the field of study. Employees that receive an Associate degree shall receive a maximum incentive of ninety-six (96) credit hours and shall then receive credit hour incentive as earned toward a maximum incentive of 121 credit hours. When 121 credit hours are reached no additional credit incentive shall be granted although section 25.4 shall continue until a bachelor's degree is obtained.
- 7) The longevity program in effect for employees of this Fire Department shall not be considered for additional pay under this program.
- 8) If a change takes place from quarter hours to semester hours a conversion will be implemented with no loss of benefit to the employee.

Section 25.3. The college incentive pay shall be paid ½ the first pay in June and the ½ the first pay in December of each year.

Section 25.4. The City shall reimburse all employees for any costs incurred for books and tuition upon successful completion of courses or schooling taken. This will include College/University course work up to and including Bachelors degree, technical certifications, and continuing education taken for Fire Science or related courses of study as follows: Fire Administration, Forensic Science, Arson Investigation, Behavioral Sciences, Physical Sciences, Social Sciences, Emergency Medical Services, Business and or Public Administration, Hazardous Materials/Waste, Emergency response, and Technical / Tactical rescue. Any books obtained and paid for by the City shall remain the property of the Department, and shall be used

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by other members when applicable. *Programs and publications purchased by employees other than those listed above shall be reimbursed by the City, with the approval of the Fire Chief and will not be unreasonably denied.*

Section 25.5. Upon promotion, the Employer shall send a newly promoted officer to a rank appropriate training program, within eighteen (18) months of said promotion. The Fire Chief, in conjunction with the Training Officer, shall jointly choose an appropriate training program for the said employee and his/her promoted position (i.e., Fire Officer Academy, Command School, etc.).

ARTICLE 26
GRIEVANCE PROCEDURE

Section 26.1. The grievance procedure is a formal mechanism intended to ensure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered, and appropriate action is taken to correct a particular situation. Punitive action shall not be taken against any employee for submitting a grievance in good faith.

Section 26.2. The term "grievance" shall mean an allegation by a bargaining unit employee or a group of employees that there has been a breach, misinterpretation, or improper application of this agreement.

Section 26.3. ~~Where the alleged grievance is of a nature that qualifies for appeal under the rules of the Ohio Civil Rights Commission or the Equal Employment Opportunity Commission, the aggrieved employee shall appeal through the body.~~ Where the alleged grievance is of a nature that qualifies for appeal under the rules of the Civil Service Commission, the aggrieved employee shall have the option to appeal through Civil Service or proceed under this article, but not both.

Section 26.4. All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step, except for grievances involving suspension, which shall be introduced at Step 1 of the grievance procedure.

Section 26.5. Any grievance may be withdrawn at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without

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further appeal. All time limits on grievances may be waived upon mutual consent of the parties. In order for an alleged grievance to receive consideration, the grievance must be presented at Step 1 of the grievance procedure within thirty (30) calendar days after the occurrence of the incident giving rise to the grievance.

Any grievance not answered by management within the stipulated time limits shall be automatically advanced to the next step, except a grievance shall not advance to Step 4 unless advanced as required by Step 4.

Section 26.6. *When an employee covered by this Agreement represents himself in a grievance, in accordance with the provision set forth in Section 26.1 herein, the Employer will advise the Union of its disposition and provide an opportunity for the Union to be present at any adjustment, without intervention. No settlement shall be in conflict with any provision of this Agreement. Whenever an employee elects to represent himself in a grievance, the employee shall be required to sign a written waiver holding the Union harmless from any claims by the employee. The employee may represent himself and may be accompanied by legal counsel. The Union shall maintain the sole and exclusive right to determine if a matter shall be arbitrated.*

Section 26.6-7. The Union shall designate an official grievance committee, consisting of three (3) members of the bargaining unit, and shall notify the City in writing as to the membership of this committee. No member of the Union's official grievance committee will be recognized by the City until the Union has been notified by the City.

Section 26.7 8. All written grievances must contain the following information to be considered:

- 1) Aggrieved employee's name and classification;
- 2) Aggrieved employee's classification;
- 3) Date grievance was first discussed;
- 4) Date grievance was filed in writing;
- 5) Name of officer in charge with whom grievance was discussed;
- 6) Date and time grievance occurred;
- 7) Where grievance occurred;
- 8) Description of incident giving rise to the grievance;
- 9) Article(s) and section(s) of agreement violated;
- 10) Resolution requested.

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The Employer and the Union will ~~develop jointly a~~ **agree to use the** grievance form (Appendix B), **attached hereto**, which shall provide the information outlined in this section. The Union shall have the responsibility for duplication, distribution, and its own accounting of the grievance forms.

Section 26.8 9. The following steps shall be followed in the processing of a grievance.

Step 1: Fire Chief

The Fire Chief shall meet with a member of the official grievance committee within five (5) working days after the written grievance has been filed. It shall be the responsibility of the Fire Chief to investigate the allegations and provide a member of the official grievance committee with his written answer to the grievance within five (5) working days after the meeting. The aggrieved will attend this step of the grievance procedure when so authorized by the local Union official grievance committee. The Fire Chief may also call the Assistant Chief to attend this meeting.

Step 2: Director of Safety Service

If the grievance is not settled at Step 1, the official grievance committee may, within five (5) working days after the receipt of the Step 1 answer, appeal the grievance in writing to the Director of Safety-Service. The Director of Safety Service shall have seven (7) working days in which to schedule a meeting if he deems such necessary. If he deems such meeting necessary, the Director of Safety-Service shall meet with the member of the official grievance committee and/or, if necessary, the officer in charge, any other officer of the department, or the Fire Chief. The aggrieved will attend this step of the grievance procedure when so authorized by the local Union official grievance committee. The Fire Chief may also call the Assistant Chief to attend this meeting.

It shall be the responsibility of the Director of Safety-Service to investigate the allegations and provide the member of the Union's official grievance committee with his answer to the grievance within seven (7) working days after the meeting. If no meeting was deemed necessary, the response shall be provided to a member of the Union's official grievance committee within seven (7) working days after the grievance is received at this step. If the meeting was deemed necessary, it shall be held within ten (10) working days after the grievance is received by the Safety-Service Director.

Step 3: Mayor

If the grievance is not settled in Step 2, a member of the Union's official grievance committee

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may, within five (5) working days after receipt of the Step 2 answer, appeal the grievance in writing to the Mayor of the City. The Mayor and/or designee shall have seven (7) working days in which to schedule a meeting, if he deems such necessary. If a meeting is deemed necessary, the Mayor and/or designee shall meet with a member of the Union's official grievance committee and/or, if necessary, the officer in charge, any other officer of the department, the Fire Chief, the Director of Safety Service, or the Law Director. The aggrieved will attend this step of the grievance procedure when so authorized by mutual agreement of the parties. It shall be the responsibility of the Mayor and/or his designee to investigate the allegations and provide a member of the Union's official grievance committee with his written answer to the grievance within seven (7) working days after the grievance was received at this step. If the meeting was deemed necessary, it shall be held within ten (10) working days after the grievance is received by the Mayor or his designee.

Step 4: Arbitration

If the grievance is not satisfied and resolved at Step 3, it may be submitted to arbitration upon request of the Union's official grievance committee in accordance with this section of Step 4.

The Union, based upon the facts presented, has the right to decide *whether* to arbitrate a grievance. The right of the Union to request arbitration over an unadjusted grievance is limited to a period of fifteen (15) days from the date final action was taken on such grievance under Step 3 in the grievance procedure, and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the Employer.

Upon receipt of a notice to arbitrate, the Employer and the Union shall each appoint a spokesperson to represent them at the hearing. The two (2) designated spokespersons will meet and appoint a person to act as arbitrator *from the panel of Arbitrators as listed in Appendix D using the alternate strike method to select the Arbitrator. The Arbitrators placed on the panel shall be members of the National Academy of Arbitrators.* ~~In the event the two (2) spokespersons cannot agree upon the person within ten (10) days of the demand for arbitration, the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) impartial persons qualified to act as arbitrator in accordance with its then applicable rules and regulations.~~

- A. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific articles and sections of the agreement, and shall be without the power or authority to make any decision:

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1. Contrary to or inconsistent with or modifying or varying in any way the terms of the agreement or of applicable laws;
 2. Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules or regulations presently or in the future established by the Employer so long as such practice, policy, or regulations do not conflict with this agreement;
 3. That would change the established wage scales that have been negotiated as part of this agreement.
- B. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of a grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.
- C. The decision of the arbitrator resulting from any arbitration of grievances hereunder shall be in writing and sent to the Employer, spokespersons, and the grievant. The decision of the arbitrator shall be final and binding, and the Employer shall notify the grievant and the Union within ten (10) working days after his receipt of the arbitrator's decision as to when the Employer will implement the arbitrator's decision.
- D. The cost of the services of the arbitrator, the cost of any proof produced at the direction of the arbitrator, the fee of the arbitrator, and rent, if any, for the hearing room shall be borne by the ~~losing~~ party *losing on the merits of the grievance*. *In the event that the arbitrator's decision fails to grant the requested award of either party and represents a "split decision" on the merits of the grievance, the costs and fees of the arbitrator shall be borne equally by the parties.* The expense of any non-employee witnesses shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcript. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during his/her normally scheduled working hours on the day of the hearing. *When for any reason the parties mutually cancel a scheduled arbitration hearing, and there is a cancellation fee to be paid to the arbitrator, the parties shall share equally the cost*

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of the fee. In the event only one (1) party cancels a scheduled arbitration hearing, the cancellation fee, if any, shall be paid by the party canceling the scheduled hearing.

Section 26.9 10. The time limits set forth in the grievance procedures shall, unless extended by mutual agreement of the City and the Union, be binding on both parties. Working days, as provided in the grievance procedure, shall not include Saturdays, Sundays, or holidays.

ARTICLE 27

VALIDITY

Section 27.1. Should any sections or provisions of this agreement be declared by courts to be unconstitutional or illegal, such decisions shall not affect the validity of this agreement as a whole, or any part thereof, other than those parts so declared to be unconstitutional or illegal.

Section 27.2. After such invalidation, both parties shall agree to meet and negotiate such parts affected. The remaining parts of the sections shall remain in full force and effect.

Section 27.3. *The parties agree that it is their intent to supersede all provisions of Chapter 124 of the Ohio Revised Code and the Rules of the Civil Service Commission where the subject matter is addressed herein.*

ARTICLE 30

HAZARDOUS MATERIALS RESPONSE TEAM

Section 30.1. The City of Elyria shall continue to maintain standards governing the Hazardous Materials Response Team (HAZMAT) and cost recovery appropriate to its contractual obligations. The size and composition of the team shall be determined by the City based upon advice of the Fire Chief. The suggested minimum number of members of the Team is twenty-one (21). All members of the team shall be HAZMAT trained to a level of competency to be determined by the Fire Chief. The Fire Chief shall also determine the number of annual training sessions, with compensation to be determined according to the current agreement.

Section 30.2. Members of the HAZMAT team who attend the required number of training sessions and maintain the appropriate level of training shall receive incentive pay of six-hundred

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held responsible for participation on the HAZMAT team. Individual membership may be terminated at any time upon written notification to the Fire Chief.

ARTICLE 32
DISCIPLINARY PROCEDURE

Section 32.1. Any action which reflects discredit upon the service, or is a direct hindrance to the effective performance of the Elyria Fire Department's functions shall be considered just cause for disciplinary action, though disciplinary action may be caused by causes and complaints other than those listed:

- A. Habitual use of alcoholic beverages to excess or the use of narcotics.
- B. Has been adjudged guilty of a crime involving moral turpitude, or infamous or disgraceful conduct.
- C. Partaking of intoxicating beverages and or controlled substances; or intoxication while on duty.
- D. Offensive conduct or language toward the public or toward city officers or employees.
- E. Insubordination.
- F. Incompetence to perform the duties of his or her position.
- G. Negligence in the care and handling of city property.
- H. Violation of any lawful and reasonable official regulation made or given by his or her superior officer, where such violation or failure to obey amounted to an act of insubordination or a serious breach of proper discipline, or resulted, or might have reasonably have been expected to result in loss or injury to the city, or to the public.
- I. Commission of acts or omissions unbecoming an incumbent of the particular office or position held, which render his reprimand, suspension, demotion, or discharge necessary or desirable for the economical or efficient conduct of business of the Elyria Fire Department.

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- J. Willful violation of the rules promulgated there under.
- K. Has induced or attempted to induce any officer or employee in the fire department to commit an illegal act or to act in violation of any lawful and reasonable departmental or official regulation or order, or has participated therein.
- L. Solicitation or receipt from any person, or participation in, any fee, gift, or other valuable thing in the course of work, when such fee, gift, or other valuable thing is given for, or with expectation of, receiving favor or preferential treatment.
- M. Any cause specified in the municipal code.

Section 32.2. Whenever the Employer determines that there may be cause for disciplinary action that would result in a loss of pay or position (e.g., suspension, demotion, or discharge), a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. The affected employee may elect to have a representative of the Union present at any such predisciplinary conference. It shall be the responsibility of the Employer to notify the affected employee of the right to Union representation.

Prior to the predisciplinary conference, ~~Before any individual is disciplined for any violation,~~ the individual shall receive written notice of **the alleged** said violation which shall include:

1. The procedure or rule alleged to have been violated.
2. The date or dates upon which and the place or places at which the acts or omissions occurred, and
3. A statement of the alleged acts or omissions., and
4. ~~The approved corrective or disciplinary action to be taken, including but not limited to, counseling, training, reprimand, or suspension.~~ ***The form of discipline that may be imposed.***

The Employer will decide what discipline, if any, is appropriate within five (5) days following the predisciplinary conference.

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Section 32.3. Disciplinary action or measures shall include the following:

A. Reprimand or warning:

Whenever an employee's performance falls below the required level, or when an employee's conduct falls under one of the causes for action listed previously, his or her supervisor shall inform him or her promptly and specifically of such lapses. If appropriate and justified, following a discussion of the matter, a reasonable period of time for correction may be allowed before any further disciplinary action is initiated. In situations where such an oral warning has not resulted in the correction of the condition within the specified time period, or where more severe initial action is warranted, a written reprimand shall be sent to the employee, and a copy placed in the employee's personnel file.

B. Suspensions:

In those instances where one or more written reprimand has not proven to be effective, or in those cases where the seriousness of the events or conditions warrant it, an employee may be suspended without pay by the Fire Chief for a period not to exceed thirty calendar days. If an Employee is suspended, the chief shall forthwith certify the suspension in writing, together with the cause for such suspension, to the Safety Service Director. Upon certification of a suspension to the Safety Service Director, the Director will review the suspension, inquire into the cause of the suspension, and render judgment. ~~thereon as provided by Civil Service laws. A member who is suspended by the Chief and whose suspension is sustained by the Director, may appeal to the Civil Service Commission where provided by State or Local Civil Service law.~~

C. Demotion and Dismissal:

When other forms of discipline have proven ineffective, or where the seriousness of the offense or condition warrants it, the employer may demote or dismiss the employee for just cause.

Section 32.4. *Employees who are suspended, reduced, or discharged by the Employer for just cause in accordance with this article may bring a grievance directly to Step 3 of the grievance procedure.*

Section 32.5. A member who has *been* disciplined for a violation of any of these rules and regulations may submit *a* brief written ~~material~~ *statement* to the Chief regarding the incident or

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situation involved; the member may provide an explanation of the incident, may show cause why the member believes that he or she was not in violation, or may otherwise address the disciplinary action. Such material will be placed in the member's personal file upon request.

ARTICLE 33

DURATION OF AGREEMENT

Section 33.1. This agreement shall be effective July 12, ~~2003~~ **2006**, and shall remain in full force and effect until July 11, ~~2006~~ **2009**, unless otherwise terminated as provided.

Section 33.2. If either party desires to modify or amend this agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date.

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APPENDIX B
CITY OF ELYRIA & LOCAL 474, IAFF
GRIEVANCE APPEAL FORM

Name of Employee: _____ Grievance No. _____

Classification: _____

Date and Time Grievance Happened *Occurred*: _____

Where Grievance Occurred: _____

Date Presented *Grievance was first Discussed*: _____

Officer In Charge With Whom Grievance Was Discussed: _____

Article(s) And Section(s) Of The Agreement Violated: _____

Statement of Facts *Description of Incident*: _____

Relief *Resolution* Requested: _____

Employee's Signature: _____ Date: _____

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I.A.F.F.

GRIEVANCE APPEAL FORM

STEP 1

Delivered By Grievance Committee to Fire Chief:

Committee Member's Name: (Print or Type): _____

Committee Member's Signature: _____ Date: _____

Received By (Fire Chief's Representative)

Name: (Print or Type) _____

Signature: _____ Date: _____

Fire Chief's Answer:

Fire Chief's Signature: _____

Date: _____

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**I.A.F.F.
GRIEVANCE APPEAL FORM
STEP 2**

Delivered By Grievance Committee to Safety Service Director:

Committee Member's Name: (Print or Type): _____

Committee Member's Signature: _____ Date: _____

Received By (Administration Representative)

Name: (Print or Type) _____

Signature: _____ Date: _____

Director's Answer:

Safety-Service Director's Signature: _____

Date: _____

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I.A.F.F.
GRIEVANCE APPEAL FORM
STEP 3

Delivered By Grievance Committee to Mayor:

Committee Member's Name: (Print or Type): _____

Committee Member's Signature: _____ Date: _____

Received By (Administration Representative)

Name: (Print or Type) _____

Signature: _____ Date: _____

Mayor's Answer:

Mayor Signature: _____ Date: _____

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**L.A.F.F.
[NEW] APPENDIX D
PANEL OF ARBITRATORS**

The parties agree to use the following panel of Arbitrators for any grievances entering Step 4 of the Grievance Procedure as detailed in Article 26:

*Robert Stein
James Mancini
Jonathan Klein
Virginia Wallace Curry
Alan Miles Ruben
Jerry Fullmer
Mitchell Goldberg*

Should either party wish to delete any of the arbitrators from the list above or if any of those listed should no longer be available, the acting party or the party first to notice the arbitrator's unavailability shall notify the other party in writing. The parties shall then arrange to meet prior to striking the list for any arbitration to add names that are mutually agreeable.

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TENTATIVE AGREEMENT (10/18/07)

ARTICLE 10

WORK SCHEDULE AND HOURS

Section 10.1. During the period of this agreement, each employee covered by this agreement shall work a normal tour of duty, which shall be a twenty-four (24) hour tour, and shall be as assigned by the Fire Chief. Each employee shall work a normal tour of duty of twenty-four (24) hours on duty immediately followed by twenty-four (24) hours off duty. After five (5) calendar days, in which the employee works three (3) twenty-four (24) hour tours, then he/she shall be off duty for four (4) calendar days, and then revert to his/her normal schedule of twenty-four (24) hours on duty followed by twenty-four (24) hours off duty. On duty hours shall be an average of fifty-six (56) hours per week (2,912 hours per year) for the first 2 years of employment. Beginning in the 3rd year of employment the hours shall be an average of fifty-two (52) hours per week (2,704 hours per year). Beginning the fourth year of employment the work week shall be an average of fifty (50) hours per week (2,600 hours per year).

Members changing work week hours during the year (56/52) shall be granted 4 hours of FHT for each 52 hour week worked. Members changing work week hours during the

WORK SCHEDULE AND HOURS

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(Continued)

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TENTATIVE AGREEMENT (10/18/07)

year (52 / 50) shall be granted 6 hours FHT for each 50-hour week worked until January 1st when the regular 50 hour schedule shall become effective. (Provided herein below).

Each member assigned to a twenty-four (24) hour tour, 50 hr work schedule shall receive three hundred twelve (312) hours of "Kelly Day" time per year. This time shall be granted in the following manner:

One hundred-twenty hours (120) of floating holiday time (FHT) shall be added to each member's FHT total as of January 1st each year. On the first day of each quarter throughout the year, (January 1, April 1, July 1, and October 1) each member will be granted twenty-four (24) hours of "Kelly Day" time. They may schedule this time as a twenty-four (24) hour "Kelly Day", or choose to bank the time and add to their FHT total. When scheduling this time, the following guidelines will be followed:

1. Each "Kelly Day" will be picked before the 15th day of the month preceding that quarter.
2. The "Kelly Day" will be chosen by using the departmental seniority list per shift.

WORK SCHEDULE AND HOURS

CITY OF ELYRIA

(Continued)

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TENTATIVE AGREEMENT (10/18/07)

3. Assistant Chiefs and Captains will not be permitted to pick a "Kelly Day" unless one (1) officer of these ranks remains on duty.
4. No more than one (1) member on "Kelly Day" per work day.

The additional ninety-six (96) hours of "Kelly Day" time, may be banked as FHT or the granting of, the scheduling of, and the guidelines to be followed will be determined by the Fire Chief. The policy set forth for the scheduling of the additional ninety-six (96) hours will be reviewed at the end of each year and will be subject to change as determined by the Fire Chief. The availability of this time shall not be reduced.

Section 10.2. Exceptions to Section 1 above shall be all employees who are assigned by the Employer to work a normal week of forty (40) hours. Such forty (40) hour employees shall work a normal tour of five (5) eight (8) hour days per week or such other schedule as the Fire Chief shall determine to be in the public interest. Forty (40) hour employees shall be on call during their paid lunch period.

Section 10.3. All hours worked in excess of the normal tour of duty in Sections 1 and 2 above shall be considered overtime.

WORK SCHEDULE AND HOURS

CITY OF ELYRIA

(Continued)

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TENTATIVE AGREEMENT (10/18/07)

Section 10.4. Employees who are requested or required by the City to use their private automobiles shall be given the same mileage allowance granted other City employees. Such mileage reimbursement request must be submitted in accordance with the City's existing guidelines for mileage reimbursement and will be paid to the employee quarterly.

Section 10.5. All employees assisting at the scene of an emergency while off duty shall be considered on duty for injury benefits. The incident commander may request the member continue assisting with the incident and shall then be paid accordingly.

FOR THE EMPLOYER

FOR THE UNION

Date Submitted: _____

Date Signed _____

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TENTATIVE AGREEMENT (10/18/07)

ARTICLE 11

TIME EXCHANGE

Maintain current Contract language.

FOR THE EMPLOYER

FOR THE UNION

Date Submitted: _____

Date Signed _____

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TENTATIVE AGREEMENT (10/18/07)

ARTICLE 12

WAGES AND LONGEVITY

Section 12.1.

A.) Effective the first pay period of July 2003 ~~2006~~, employees within the bargaining unit shall receive a base pay in accordance with the following schedule:

	<u>Step B</u>	<u>Step A</u>
E.M.T. - Fire Chief Assistant		\$63,674.12
E.M.T. - Fire Captain		\$55,854.49
E.M.T. - Fire Lieutenant		\$48,995.17
E.M.T. - Fire Fighter	\$39,600.84	\$42,978.22
Fire Fighter	\$38,265.25	\$41,539.31

	<u>Step B</u>	<u>Step A</u>
<i>E.M.T. - Fire Chief Assistant</i>		<i>\$69,240.68</i>
<i>E.M.T. - Fire Captain</i>		<i>\$60,737.44</i>
<i>E.M.T. - Fire Lieutenant</i>		<i>\$53,278.46</i>

OVERTIME

CITY OF ELYRIA

(Continued)

IAFF

TENTATIVE AGREEMENT (10/18/07)

C.) Effective first pay period of July, ~~2005~~ 2008, employees within the bargaining unit shall receive a base pay in accordance with the following schedule:

E.M.T. - Fire Chief Assistant	_____	\$67,223.94
E.M.T. - Fire Captain	_____	\$58,968.37
E.M.T. - Fire Lieutenant	_____	\$51,726.66
E.M.T. - Fire Fighter	_____	\$41,808.59
Fire Fighter	_____	\$40,398.54
		\$45,374.26
		\$43,855.13

	<u>Step B</u>	<u>Step A</u>
<i>E.M.T. - Fire Chief Assistant</i>		<i>\$73,457.44</i>
<i>E.M.T. - Fire Captain</i>		<i>\$64,436.35</i>
<i>E.M.T. - Fire Lieutenant</i>		<i>\$56,523.11</i>
<i>E.M.T. - Fire Fighter</i>	<i>\$45,685.38</i>	<i>\$49,581.68</i>
<i>Fire Fighter</i>	<i>\$44,144.58</i>	<i>\$47,921.68</i>

D.) All employees assigned to the Fire Prevention Bureau shall receive pay equal to that of the next higher rank. The training officer shall receive \$.50 per hour training incentive.

OVERTIME

CITY OF ELYRIA

(Continued)

IAFF

TENTATIVE AGREEMENT (10/18/07)

- E.) There shall be fourteen (14) percent differential between ranks on base pay.
- F.) All employees that are certified Fire Safety Inspectors shall receive ~~five six~~ hundred dollars ~~(\$500.00)~~ **(\$600.00)** to be paid the first pay of each year.
- G.) Any member who actively participates in a physical fitness program that is approved and authorized by the Chief and Fitness committee shall receive an additional five hundred (\$500.00) beginning the first pay in January 2005. Active participation shall be for the previous year (after the 2005 pay) as determined by the Fitness committee and Fire Chief. The Fitness committee with the Fire Chief's approval shall design the recommended program. The program shall be designed for the individual, taking into account all aspects of the individual's current level of fitness, age, abilities, and health concerns. The goal of this program shall be for all individuals to achieve or maintain a level of health and fitness that promotes health and safety.
- H.) All shift (50 hr per week) Class 'A' Fire Fighters with 5 years of service, qualified to operate Fire Department Apparatus, and eligible for acting officer pay (Chief's Bulletin #67 3/1/2000 & Bulletin #25 9/10/1992) shall receive ~~five six~~ hundred dollars ~~(\$500.00)~~ **(\$600.00)** on the first pay of July ~~beginning in 2004~~. They shall

OVERTIME

CITY OF ELYRIA

(Continued)

IAFF

TENTATIVE AGREEMENT (10/18/07)

be responsible for the operation, daily checks and readiness of apparatus they are assigned. If maintenance is required the operator shall be responsible to see that the proper work orders are filed with the department mechanic. The operator shall notify the officer of the apparatus if it is determined the apparatus should be taken out of service for mechanical or safety reasons. The officer shall then take the apparatus out of service until the Fire Department mechanic determines that the apparatus is safe and reliable for emergency service.

- I.) Any member assigned a personal Fire Department vehicle shall be responsible for all ordinary maintenance, (check fluids, tires, lights, cleaning, etc.). The member assigned the vehicle shall schedule any other repairs or necessary maintenance with the Fire Department mechanic.

- J.) *Employees who achieve and maintain the Confined Space Rescue Operations Certification shall receive seven hundred fifty dollars (\$750.00) to be paid in the first pay of every year, retroactive to 2007.*

Section 12.2. When an employee is assigned to a higher rank than he normally holds, other than in 12.1D above, he shall receive credit for such service according to the following schedule:

OVERTIME

CITY OF ELYRIA

(Continued)

IAFF

TENTATIVE AGREEMENT (10/18/07)

For Each Eight (8) Hour Increment

- One (1) hour or more .2 overtime hours
- Two (2) hours or more .4 overtime hours
- Three (3) hours or more .5 overtime hours
- Four (4) hours or more .7 overtime hours
- Five (5) hours or more .9 overtime hours
- Six (6) hours or more 1.0 overtime hours

Section 12.3. Separate checks shall be issued for the following:

- A. college incentive;
- B. clothing allowance;
- C. college reimbursement;
- D. separation pay; and;
- E. any payments made to Article 16.7 of this agreement;
- F. Fire inspector's incentive;
- G. Driver/Operator pay;

OVERTIME

CITY OF ELYRIA

(Continued)

IAFF

TENTATIVE AGREEMENT (10/18/07)

H. *Fitness/health incentive;*

I. *Hazmat incentive*

Section 12.4. Longevity refers to an employee's elapsed time of employment by the City.

Section 12.5. Longevity shall be computed by starting with the employee's first day on the City payroll, and including every additional and continuous day that the employee remains on the payroll.

Section 12.6. An employee is allowed one (1) interruption of this continuous service, but only if that interruption is for less than two hundred (200) days. An interruption of three hundred sixty-five (365) days or more means that longevity starts from the day the employee returns to the payroll. The days missed in a period of time of less than two hundred (200) days will be counted towards an employee's longevity, while the days missed between two hundred (200) days and three hundred sixty-four (364) days will not be counted towards longevity, but will be subtracted from an employee's total longevity time.

OVERTIME

CITY OF ELYRIA

(Continued)

IAFF

TENTATIVE AGREEMENT (10/18/07)

Section 12.7. Longevity benefits will be a one percent (1%) salary increase for each year completed on the payroll following the completion of the employee's first anniversary date on the City payroll. The one percent (1%) increments due to longevity are limited to twenty percent (20%).

FOR THE EMPLOYER

FOR THE UNION

Date Submitted: _____

Date Signed _____

CITY OF ELYRIA

IAFF

TENTATIVE AGREEMENT (10/18/07)

ARTICLE 15

VACATION

Section 15.1. Maintain current Contract language.

Section 15.2. Maintain current Contract language.

Section 15.3. *[Per 3/20/2007 Tentative Agreement]* ~~Employees scheduling their vacation periods will do so in accordance with procedures established by the Elyria Fire Chief.~~
Vacations shall be scheduled by each shift according to shift seniority. The vacation days shall be selected in three (3) day increments.

FOR THE EMPLOYER

FOR THE UNION

Date Submitted: _____

Date Signed _____

CITY OF ELYRIA

IAFF

TENTATIVE AGREEMENT (10/18/07)

ARTICLE 16

HOLIDAYS

Section 16.1. Twenty four (24) hour tour employees covered by this agreement are authorized ~~six (6)~~ *eight (8)* tours of duty off per year in lieu of the hereinafter ~~eleven (11)~~ *thirteen (13)* stated holidays. The ~~six (6)~~ *eight (8)* tours of duty off shall be granted to the members of the Elyria Fire Department whether or not the member actually performed services on the stated holidays, and may be added to the employee's vacation. Twenty four (24) hour tour employees may elect to receive ~~144~~ *one hundred ninety-two (192)* hours of holiday time in lieu of the ~~six (6)~~ *eight (8)* tours of duty off per year. *Employees may also choose not to take holiday time for any or all of these holidays, and cash out up to eight (8) of these tours upon notification to the Employer during December of the preceding year. Payment for holidays to be cashed out shall be made in January of that year.* All other employees shall be granted the following holidays:

1. the first day of January, known as New Year's Day;
2. the third Monday in February, known as Washington-Lincoln Day;
3. the day known as Memorial Day;
4. the fourth day of July, known as Independence Day;

HOLIDAYS

CITY OF ELYRIA

(Continued)

IAFF

TENTATIVE AGREEMENT (10/18/07)

5. the first Monday in September, known as Labor Day;
6. the second Monday in October, known as Columbus Day;
7. Veteran's Day;
8. the fourth Thursday in November, known as Thanksgiving Day;
9. the day after Thanksgiving;
10. the twenty-fifth day of December, known as Christmas Day;
11. the twenty-fourth day of December, known as Christmas eve;
12. *Martin Luther King, Jr. Day*;
13. *Good Friday*;
14. *Personal Business (twenty-four [24] hours).*

Section 16.2. ~~In addition to~~ *As provided in* Section 1 above, the employee shall receive one (1) tour of duty off per year for personal business. This may be taken as a demand day with one (1) hour notice before starting time. *Furthermore, employees may use one (1) of the tours of duty that is not cashed out in January of that year as a second demand day. Demand days must be used in twenty-four (24) hour increments.* Those employees who average forty (40) hours per week shall receive three (3) *eight (8) hour* tours of duty off per year for personal business.

HOLIDAYS

CITY OF ELYRIA

(Continued)

IAFF

TENTATIVE AGREEMENT (10/18/07)

Section 16.3. ~~In addition to Sections 1 and 2 above, the employee shall receive one (1) twenty-four (24) hour tour of duty off for the employee's birthday, which *Twenty-four (24) hour tour employees may choose not to cash out one (1) tour for Martin Luther King, Jr. Day and/or one (1) tour for Good Friday, per Section 16.1. Such time for these holidays* may be taken in one (1) hour increments.~~

Section 16.4. ~~In addition to Sections 1, 2, and 3 above, the employee shall receive one (1) tour of duty off for the Martin Luther King holiday, which may be taken in one (1) hour increments.~~

Section 16.4. In addition to Sections 1, 2, *and 3, and 4* above, the employee shall receive one (1) tour of duty off for any day appointed and recommended by the Mayor as a holiday, celebration, or a day of mourning, and it may be taken in one (1) hour increments.

Section 16.5. Sections ~~2, 3 and 4~~, *3 and 4*, ~~and 5~~ may be taken with twenty-four (24) hours written notice, subject to the terms of Bulletin #33 as appended to the contract. *Sections 3 and 4 may be taken without twenty-four (24) hours written notice only if the requested time is available and would not create overtime.*

HOLIDAYS

CITY OF ELYRIA

(Continued)

IAFF

TENTATIVE AGREEMENT (10/18/07)

Section 16.6. ~~Starting 2004 each employee shall have the option on the first pay of May and the first pay of December, of being paid up to 200hrs (400 hrs. per year maximum) floating or holiday time. Beginning 2005 each employee shall have the option on the first pay of May and the first pay of December of being paid up to 150 hrs (300 per year maximum) of floating or holiday time. Beginning 2006~~ *May 2007*, each employee shall have the option on the first pay in May and the first pay in December of being paid up to ~~100 hrs (200 per year maximum)~~ *250 hours (500 per year maximum)* of floating or holiday time. ~~Each employee with 20 years or more seniority shall have the option on the first pay in May and the first pay in December of being paid for 250 hrs (500 per year maximum) of floating or holiday time.~~ The maximum amount which an employee may accumulate at the end of each calendar year shall be three-hundred (300) hours. The pay shall be determined by dividing the employee's annual salary plus longevity by their normal annual hours of work.

Section 16.7.

- A. Each twenty four hour tour employee on the payroll as of January 1st shall be granted six (6) tours of duty in lieu of the stated holidays or 144 hours of holiday time, even if employment is terminated before the year is over.

HOLIDAYS

CITY OF ELYRIA

(Continued)

IAFF

TENTATIVE AGREEMENT (10/18/07)

- B. Each employee on the payroll as of January 1st shall be granted the time subject to provisions in Sections 2, *and 3, and 4* of this article.

- C. Neither Items "A" nor "B" will be subject to prorating, but will be paid in their entirety.

- D. *[Per 3/20/2007 Tentative Agreement] Employees shall have the right to schedule or "bank" their six (6) holidays in two (2) three (3) four periods. Holidays shall be selected in three (3) day increments.*

Section 16.8.

- A. All new employees hired after January 1st, whose employment is not terminated before the end of the first calendar year, shall receive only those holidays (Section 16.7 {A}) that actually occur while he is on the payroll. To determine the time off due him, the following formula will apply:

Multiply the factor (.55) times the number of holidays remaining. This will give the amount of tours (twenty-four {24} hour periods) due as time off. This time off

HOLIDAYS

CITY OF ELYRIA

(Continued)

IAFF

TENTATIVE AGREEMENT (10/18/07)

shall be taken before the end of the first calendar year, except as otherwise mutually agreed to by the employee and the Fire Chief.

- B. Each new employee shall receive one (1) tour of duty for ~~his birthday~~ *Good Friday* only when ~~his birthday~~ *Good Friday* actually falls after his hiring date.
- C. Each new employee shall receive one (1) personal day which is not subject to prorating.
- D. Each new employee shall receive one (1) tour of duty in lieu of Martin Luther King Day, if he is actually on the payroll when this day occurs.

Section 16.9.

- A. An employee starting after January 1st who is terminated before the end of that calendar year shall have his holidays (Section 16.7 {A}) prorated on the basis of the actual holidays passed during his term of employment.
- B. Items "B", "C", and "D" of Section 8 also apply to these employees.

HOLIDAYS

CITY OF ELYRIA

(Continued)

IAFF

TENTATIVE AGREEMENT (10/18/07)

Section 16.10. When an employee is not able to take this time off as provided in Sections ~~8, 9, and 10~~ **7, 8, and 9** above due to his termination of employment, then he may, at his option, take the time off or receive pay based on the following formula:

Multiply the number of tours (twenty-four {24}) due the employee times 1/108 times his base pay (including longevity).

FOR THE EMPLOYER

FOR THE UNION

Date Submitted: _____

Date Signed _____

CITY OF ELYRIA

IAFF

TENTATIVE AGREEMENT (10/18/07)

ARTICLE 18

HOSPITALIZATION

Section 18.1. The City agrees to continue to provide the bargaining unit employees a hospitalization plan that will provide the employees with the same or equivalent coverage as the plan in effect upon execution of this agreement except as provided for in Section 6 of this Article.

Section 18.2. ~~Beginning November 01, 2003 and continued through June 2004, employees shall contribute \$20.00 per pay period for single coverage or \$40.00 per pay period for family coverage. The City shall pay all other costs of hospitalization. The monthly cost for family and single coverage shall be shared between the City and the employee; the City shall pay eighty-five percent (85%) of the cost and the employee shall pay fifteen percent (15%) of the cost. Beginning with the first pay period of the month after execution of this agreement, the employee per-pay contribution shall be \$33.75 for single coverage and \$67.50 for family coverage. The City's monthly contribution shall be \$413.00 for single coverage and \$826.00 for family coverage. Thereafter, the contribution rates shall be determined in accordance with the calculation of costs as set forth in Sections 3 and 6 of this Article.~~

HOSPITALIZATION

CITY OF ELYRIA

(Continued)

IAFF

TENTATIVE AGREEMENT (10/18/07)

~~Section 18.3. The City shall contribute up to a maximum per employee per month at the following rates:~~

	2003	2004	2005
a.) Family plan	\$690.00	\$710.00	\$730.00
b.) Single plan	\$316.00	\$336.00	\$356.00

~~The City and the Union agree that any costs in excess of the above rates shall be split between the employee and the City on a 50/50 basis.~~

~~By agreement with the Union, the City may agree to pick up a higher portion of the premium or provide a higher level of benefits than stated above. If the costs of hospitalization exceed the above caps there shall be a 50/50 co-payment for any cost in excess of the caps.~~

~~The City shall calculate the cost of the hospitalization plan on an annual basis according to the terms of the Article.~~

HOSPITALIZATION

CITY OF ELYRIA

(Continued)

IAFF

TENTATIVE AGREEMENT (10/18/07)

~~The City shall make the following calculations:~~

~~The City shall calculate an amount equal to the actual cost of providing the hospitalization (hereinafter "actual cost") for the preceding twelve months including the cost of administering the plan, medical claims, the stop loss insurance, maintenance of the plan, the maintenance of an adequate reserve (defined below), together with set offs for any COBRA payments, interest earned by the funds in the Employee's Health and Hospitalization Fund for the previous year and any excess carry over as determined below.~~

~~The City shall then calculate an amount equal to the average number of employees participating in the hospitalization plan (Single and Family) times the appropriate monthly maximum rates as set forth above. This amount shall be called the "maximum contribution amount."~~

~~If the amount of actual cost is less than the maximum contribution amount, then any additional amount shall be retained in the Employee's Health and Hospitalization Fund and credited against the next succeeding year's actual cost.~~

HOSPITALIZATION

CITY OF ELYRIA

(Continued)

IAFF

TENTATIVE AGREEMENT (10/18/07)

~~The parties agree that an adequate reserve would be in the amount of \$580,000.00~~

~~If the amount of the actual cost exceeds the maximum contribution amount the parties have agreed to a 50/50 division of extra costs. One half of the excess shall be divided by twenty six (26) and divided among the employees participating in the plan. This amount shall be deducted from the employee's paycheck for the next year.~~

~~Nothing in this Article shall diminish the City's obligation to provide and pay for the hospitalization plan established.~~

Section 18.3. At the beginning of each quarter (no later than the 15th day of each of the following months: February, May, August, and November), the City shall have calculated an amount equal to the actual cost of providing the hospitalization (hereinafter "actual cost") for the preceding five (5) quarters, or fifteen (15) months, including the cost of administering the plan, medical claims, the stop-loss insurance, maintenance of the plan, the maintenance of or accumulation of an adequate reserve (defined in Section 4), together with set offs for any COBRA payments, interest earned by the funds in the Employee's Health and Hospitalization Fund for the previous quarter, and any excess carry-over as determined below.

HOSPITALIZATION

CITY OF ELYRIA

(Continued)

IAFF

TENTATIVE AGREEMENT (10/18/07)

If the amount of actual cost is less than the established contribution amount, then any additional amount shall be retained in the Employee's Health and Hospitalization Fund and credited against the next succeeding quarter's actual cost.

~~Section 18.4. There shall be an employee's hospitalization plan committee comprised of one (1) representative from each of the City Employee Unions who agree to have a representative on the committee and three (3) representatives appointed by the City. Each local Union shall have its secretary notify the City of the name of its representative. Decisions of the committee shall be by majority vote of the committee. *The parties agree that two hundred thousand dollars (\$200,000.00) shall be an adequate reserve balance. The parties shall adjust benefit levels and/or contributions such that the reserve will accumulate funds over a reasonable period of time, until the above adequate balance is achieved. If the reserve falls in deficit, the EHP Committee shall immediately meet to discuss and make a decision regarding the Plan as set forth in Sections 2 and 3.*~~

~~Section 18.5. The committee shall meet no later than August 15, to consider recommendations for the following year. The City will provide the committee with all costs and experience data it has available. *Nothing in this Article shall diminish the City's obligation to provide and pay for the hospitalization plan established.*~~

HOSPITALIZATION

CITY OF ELYRIA

(Continued)

IAFF

TENTATIVE AGREEMENT (10/18/07)

Section 18.6. There shall be an Employee's Hospitalization Plan (EHP) Committee comprised of one (1) representative from each of the City Employee bargaining units whose members are eligible for health care benefits and who have agreed to have a representative on the committee and three (3) representatives appointed by the City. Each local Union shall have its secretary notify the City of the name(s) of its representative(s). Decisions of the committee shall be by majority vote of the committee.

A. The committee shall meet no later than the 15th of February, May, August, and November to make decisions for the following quarter. The City will provide the EHP Committee with all costs and experience data it has available.

B. The EHP eCommittee may recommend to the City ~~decide~~ any of the following:

- i.) To keep the same plan and pass on any cost increases above the ~~levels~~ rates set forth in Section 3 2 of this Article to the employee; or*
- ii.) To change the plan and reduce the level of benefits so that there is no increase in the cost of the plan; or*

HOSPITALIZATION

CITY OF ELYRIA

(Continued)

IAFF

TENTATIVE AGREEMENT (10/18/07)

- iii.) To change the plan and reduce the level of benefits and if there is an increase above ~~that~~ *to the rates* set forth in Section 3 2 of this Article, pass that increase on to ~~the employees.~~ *based on Section 2; or*

- iv.) *To change the plan and increase the level of benefits if there is a decrease to the rates set forth in Section 2 of this Article and pass that decrease on through contributions as set forth in Section 2.*

- C. *The Committee may not change the percentage split (85% Employer and 15% employee) of the monthly cost.*

- D. *Decisions of the committee are final and cannot be changed unilaterally by the City. The EHP Committee shall meet as set forth in Section 3 and make a decision based on Section 6B if necessary. If the committee is going to decide that the City must take bids, the committee must provide the City with the necessary information by September 15th preceding the year for which bids are taken.*

- E. *There shall be an EHP Committee meeting prior to any increase in the employee's contribution.*

HOSPITALIZATION

CITY OF ELYRIA

(Continued)

IAFF

TENTATIVE AGREEMENT (10/18/07)

~~Section 18.7. Recommendations of the committee are final and cannot be changed unilaterally by the City. If the committee makes no recommendation by November 1st for the following calendar year, however, the City may unilaterally adjust benefit levels or employee contributions if required to stay within the levels set in Section 3 of this Article. If the committee is going to recommend the City must take bids for the following calendar year, the committee must provide the City with the necessary information by September 15th preceding the year for which bids are taken.~~

Section 18.7. Spousal Hospitalization.

- A. The parties agree that spouses of City employees that are employed elsewhere and have health care coverage available through their respective employers shall be required to obtain single coverage through that employer as long as the cost of that single coverage to the spouse is one hundred twenty-five dollars (\$125.00) per month or less. In those cases, the City shall not provide primary coverage for spouses of City employees who are employed and have health care available via that employer and at that cost.***

HOSPITALIZATION

CITY OF ELYRIA

(Continued)

IAFF

TENTATIVE AGREEMENT (10/18/07)

- B. The City will continue to provide primary coverage for those spouses whose single plan coverage costs the spouse more than one hundred twenty-five dollars (\$125.00) per month.***
- C. In exchange, the City agrees to reimburse City employees the actual monthly contribution for their spouse's single coverage, up to the monthly amount of one hundred twenty-five dollars (\$125.00) per month.***
- D. The employee shall provide proof that the spouse either enrolled in their employer's health coverage or that they are ineligible for coverage through their employer. City employees shall be required to report to the City Auditor any changes to the actual monthly contribution required by the spouse's employer or the spouse's eligibility for coverage by the spouse's employer immediately after the spouse is provided with notification of such changes by the spouse's employer.***

HOSPITALIZATION

CITY OF ELYRIA

(Continued)

IAFF

TENTATIVE AGREEMENT (10/18/07)

~~Section 18.8. There shall be a committee meeting prior to any increase in the employee's contribution.~~

FOR THE EMPLOYER

FOR THE UNION

Date Submitted: _____

Date Signed _____

CITY OF ELYRIA

IAFF

TENTATIVE AGREEMENT (10/18/07)

ARTICLE 19

SICK LEAVE

Section 19.1. Maintain current Contract language.

Section 19.2. Maintain current Contract language.

Section 19.3. Maintain current Contract language.

Section 19.4. Maintain current Contract language.

Section 19.5. Maintain current Contract language.

Section 19.6. Maintain current Contract language.

Section 19.7. Maintain current Contract language.

Section 19.8. If an employee was hired by the City before January 1, 1988, he shall receive pay for one-hundred five (105) days, plus fifty percent (50%) over one-hundred five (105) days, of his unused sick leave in cases of death, permanent disability, retirement, resignation for a proven bona fide illness of himself or a member of his immediate family, or leaving employment for any reasons after ten (10) years of continuous service. In case of death, permanent disability, retirement, resignation for a proven bona fide illness of any employee or a member of his immediate family, or leaving employment for any reason after ten (10) years of continuous service. For those

SICK LEAVE

CITY OF ELYRIA

(Continued)

IAFF

TENTATIVE AGREEMENT (10/18/07)

employees who were hired by the City on or after January 1, 1988, shall receive pay for up to one-third (1/3) the value of two-hundred ten (210) days of their accumulated but unused sick leave *and up to an additional one-half (1/2) the value of the next seventy (70) days of their accumulated but unused sick leave.* No such employee shall receive more than ~~seventy (70)~~ *one hundred five (105)* full days' pay.

Employees shall receive payment in full for their unused sick leave within thirty (30) days following their termination date unless they agree to some other form of payment.

Section 19.9. Maintain current Contract language.

Section 19.10. Maintain current Contract language.

Section 19.11. Maintain current Contract language.

Section 19.12. *An employee who does not use any of his sick leave in any period consisting of four (4) consecutive months shall be granted four (4) hours of FHT. An employee who does not use any of his sick leave in any period consisting of eight (8) consecutive months shall be granted eight (8) hours of FHT. An employee who does not use any of his sick leave in any period consisting of twelve (12) consecutive months shall be granted sixteen (16) hours of FHT, and shall continue to receive sixteen (16) hours of FHT every four (4) months until such time as he uses sick leave. The*