

Elizabeth Davis (City Labor Relations Representative), Richard Gortz (City Labor Relations Representative), David Horvath (Fire Chief), Stephen O'Dea (Director of Finance), and Charles M. Terek (Director of Administration).

II. BACKGROUND

This proceeding involves collective bargaining negotiations between the Campbell Professional Firefighters and the City of Campbell, Ohio. The parties had previously mutually agreed that any settlement would be retroactive to December 1, 1997. Prior to the mediation and fact-finding sessions, the parties had met numerous times and negotiated to impasse. The contract expired November 30, 1997. Negotiations, and eventually the hearings, were extended past contract expiration by mutual agreement of the parties.

At the first fact-finding hearing held on March 27, 1998, the parties were provided the opportunity to engage in mediation and they agreed to do so. Through mediation, the parties arrived at a tentative outline of agreement, subject to the approval of their respective constituencies. However, mutual acceptance of the agreement by the City and the Union was not forthcoming and a fact-finding hearing was therefore scheduled and conducted on April 28, 1998 at Campbell City Hall.

The Campbell Professional Firefighters Union has had a collective bargaining relationship with the City for over twenty (20) years. The unit consists of ten (10) full-time employees holding the rank of firefighter, cadet, fireman/inspector and captain.

III. ISSUES

During the course of good-faith negotiations covering at least six (6) sessions, the parties tentatively agreed to most issues and those mutually resolved provisions of the contract (those articles which are not discussed below), are hereby recognized and adopted by the Fact-Finder.

Union

At the hearing, the Union requested minimal changes to the terms and conditions of the contract. Except for changing dates to reflect the new term of the contract, the Union asked that current terms and conditions remain unchanged, except for wages. More specifically, it requested wage improvements of 3.52% for each year of the contract and an increased wage differential between captain and firefighters of \$2100 per year.

City

The City proposed changes in existing articles, the creation of a new article and discussed introduction of two new city-wide policies. More specifically, it proposed the following changes:

- 4: Article 15 – Wages.
- 5: Article 23 – Health Benefits.
- 6: Article – (new) – First Responder Service.
- 7: Article 12 – Hours of Work/Shift Exchange.
- 8: Article 28 – Vehicle Allowance.
- 9: Article 20 – Sick Leave/Injury Leave.
- 10: Article 13 – Overtime.
- 11: Article 4 – Union Activity/Non-Discrimination.
- 12: Article 17 – Vacation Leave.

13: Article 18 – Holiday Pay.

14: Article 21 – Funeral Leave.

15: Article 29 – Duration.

In addition, it proposed a new health insurance plan and a new drug testing policy.

IV. FACT-FINDER'S REPORT AND RECOMMENDATIONS

In issuing this Report and Recommendations, the Fact-Finder took notice of all the oral and written testimony presented by, and as stipulated by, the parties, as well as those six factors which the State Employment Relations Board requires, including but not limited to:

1. Prior collective bargaining agreements, if any, between the parties.
2. Comparison of the issues in the instant case with those issues involving other public and private employees doing comparable work, giving consideration to the factors peculiar to the area and classification involved.
3. The public interest and welfare, the ability of the employer to finance and administer the items involved, and the effect of the adjustments on the normal standard of public service.
4. The lawful authority of the public employer.
5. Any stipulations of the parties.
6. Such other factors, which are normally or traditionally considered in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

In the preparation of this Report and Recommendations, the Fact-Finder did in fact consider these six (6) factors.

As an aside, the Fact-Finder wishes to take a moment to recognize the professional manner in which Mr. Haines and Mr. Gortz and Ms. Davis represented their respective party's interests during the mediation and subsequent Fact-Finding hearing

This Fact-Finder takes notice of the fact that the City and the Union apparently have a bargaining relationship marked by mutual respect, and that both sides made a sincere effort to reach agreement during their negotiations. This Report and Recommendations attempts to recognize this fact by setting forth recommendations which the Fact-Finder believes are reasonable and fair and which both parties can be comfortable taking back to their respective constituencies, although acceptance of the same will certainly involve a degree of mutual sacrifice on the part of both parties.

Opening Statements:

Both parties took the opportunity to make opening statements.

The Union opened the hearing by stating that the current terms of the contract (with any necessary changes in dates), except wages, should be maintained. It asked for 3.52% a year over the three year life of the contract which it points out is the 1997 state average wage according to SERB. It also requested implementation of the same wage differential between captains and firefighters that the Campbell police department receives, i.e., \$2100/year. It concluded by pointing out that in support of its request for pay and differential improvements, the City had a year-end carryover both in the general and the fire-fighting department fund.

The City, which raised "ability to pay" as an issue, emphasized that its financial offer was based on what it believes to be an appropriate settlement within its financial constraints, and that its proposed changes to the contract would allow it better manage costs. The City offered pay increases of 1%-2%-2% over three years, with an additional ½% in years 2 and 3 if the

November ballot proposal on income tax renewal passed. It explained that a need for a change in health insurance from the current coverage to a PPO plan effective 1-99 would save the City \$80,000/year, but for the switch to work, it was necessary that all 78 City employees, including the fire-fighters, had to come under the new plan. It stated that the proposed changes in the units' hours of work and shifts were tied to the move to a first responder service. Further, its proposed new non-discrimination clause, the proposed drug and alcohol policy and the Family and Medical Leave Act policy were suggested to better reflect the requirements of federal law.

REPORT AND RECOMMENDATIONS

The Fact-Finder notes that many of the City's proposals are directly/indirectly tied to its proposed move to begin offering first responder services. Accordingly, the following list of proposals and finding and recommendations will not be dealt with in the normal sequence to better address these issues as group.

Article 4 – Union Activity/Non-Discrimination.

City:

The City proposes amending this Article to better reflect Federal and State Law, to wit, stronger anti-discrimination language and a statement against sexual harassment.

Union:

The Union indicated that it did not have a major problem with the amendments.

Finding and Recommendation:

The Fact-Finder finds that the amendments as proposed by the City are reasonable, and recommends their adoption (see Attachment 1).

Article 23 – Health Benefits.

City:

The City proposed moving from its current health insurance contract to a preferred provider arrangement, effective on or after 1-1-99. In support of its position, the City pointed out that employees would be able to continue to see their current physicians while the move would save the City in excess of \$80,000 annually.

Union:

The Union had some reservations about the move, but stated that as the plan was explained to them in employee meetings and at the table, it didn't have a major problem with the switch, although it did point out that the savings realized by the City could be used to help fund wage increases.

Finding and Recommendation:

Recognizing the fiscal condition of the City, and recognizing that the move to managed care has become a common reaction by employers to rising health care costs, the Fact-Finder recommends adoption of the City's proposal. (see Attachment 2).

Article 28 – Vehicle Allowance.

City:

The City proposed changing the allowable response time to alarms from 45 minutes to 10 minutes.

Union:

The Union questioned the need for any changes.

Finding and Recommendation:

The Fact-Finder was not convinced by the City's explanation for the need for the change. Finding the lack of reasonable support for such a significant change in current practice, the Fact-Finder recommends no change in the existing language.

Article 29 – Duration.

City:

The City proposed a three (3) year agreement with retroactivity.

Union:

The Union agreed with a three (3) year contract with retroactivity.

Finding and Recommendation:

The Fact-Finder recognizes agreement between the parties on a three (3) year duration and so recommends a three (3) year agreement, commencing the first day of December 1997 and remaining in full force and effect until November 30, 2000. In addition, for the reasons mentioned below, it is recommended that this Article be renumbered from Article XXIX to Article XXX (see Attachment 3).

Family and Medical Leave Act Policy and Drug and Alcohol Testing Policies.

City:

The City proposes FMLA and Drug and Alcohol Testing policies which it points out are outside the scope of the contract but which are being offered for Union review.

Union:

The Union took no major issue with either policy, but added the caveat that further discussions between the City and the Union on the drug testing policy were warranted.

Finding and Recommendation:

The Fact-finder agrees that these policies are beyond the scope of his authority and so is not required to make a finding or suggest a recommendation on either.

Proposed New Article – First Responder

City:

In response to a real threat to health and safety, the City proposes that the fire department again begin providing first responder services to City residents, effective 7-1-98, subject to the necessary approvals. In support of its position, it points out its current geographic isolation, the lack of an established local ambulance service and an aging population.

Union:

The Union stated no major problem with first responder service, provided it does not affect any other provision of the contract dealing with hours of work or scheduling. However, it did suggest that if implemented, the City consider charging for the service.

Report and Recommendation:

The Fact-finder takes note of the fact that in responding to medical emergencies, the first few minutes are often the most critical. Given the limited access to the City from outlying areas

and the advanced age of many of its residents, a first responder service originating from within City limits appears prudent, responsive to resident's needs and a legitimate City service.

Having found that the City's first responder service proposal is warranted, the Fact-Finder recommends adoption of the same, and including it as new Article XXIX. However, recognizing that it is now May, to ease the transition for employees and to allow sufficient time for implementation, the Fact-finder recommends delaying implementation until 9-1-98 rather than the City's proposed date of 7-1-98 (see Attachment 4).

Article 12 – Hours of Work/Shift Exchange.

City:

Effective January 2, 2000, the City proposes moving unit employees to a fifty-three (53) hour workweek, averaged over a twenty-eight day work cycle. It points out that a move from the current work schedule to a 53 hour work schedule would allow it to save on overtime, efficiently implement the first responder system by scheduling 3 firefighters on duty and bring it into conformity with every other municipal fire department in Northeastern Ohio.

Union:

The Union counters that the current schedule forty (40) hour workweek works well, and that a move to the 53 hour workweek is not only too drastic but unnecessary. The Union believes that an extended workweek is unfair to consider at this time, that it would undermine working conditions, and that the concept of essential fairness suggests that it would be unconscionable to implement the same at the tail end of contract when the City's finances may make current staffing levels suspect.

Finding and Recommendation:

The Fact-finder finds that for the reasons the City mentioned, a scheduled phase-in of a 53 hour work week is warranted. Three primary factors consider into this finding: the reality that the City of Campbell firefighters are the only department in Northeastern Ohio still running on a 40 hour/week schedule; that such a move would save what is generally regarded as a financially distressed community money on scheduling, overtime, etc., and that it would facilitate implementation of the first responder service by ensuring a 3 man rather than a 2 man staffing level.

Therefore, the Fact-Finder recommends that a 53 hour schedule be implemented. However, balancing the Union's concerns with delaying implementation until the third year of the contract with employees' need for sufficient time to transition to such a substantive change, the Fact-Finder recommends that the new schedule be implemented at the start of the second year of the contract, i.e., effective 1-1-99 (see Attachment 5).

Finally, to assuage fire-fighters' fears regarding the effect of this change on staffing levels and to ease in the transition, the Fact-finder recommends that assurances of minimum staffing of at least 1 fire-fighter per 1,000 City residents be maintained during the duration of the contract, and that this be accomplished in a side letter of agreement dated to expire at the end of this current contract.

Article 15 – Wages.

City:

The City proposes wage increases in the amount of 1%-2%-2% over the three years of the contract, with the proviso that if the November ballot issue on income tax renewal passes, the wage increases in the last two years of the contract would rise to 2 ½% and 2 ½%. In support of its proposed increase, it presented the testimony of its Director of Finance, Stephen O'Dea who testified to the City's constrained finances including the effect of Youngstown's income tax levy and the catastrophic effect the failure of the November income tax renewal would have on the City's budget.

Union:

The Union proposes wage increases of 3.52% for each year of the contract, modified to 3% annually during its closing arguments. In support, it points out the City has both carryover excess and is realizing savings in workers compensation and will be in healthcare. In addition, the Union emphasizes that it is only asking for the statewide average increase in wages, as reported by SERB.

Finding and Recommendation:

The Fact-finder finds that the City is “distressed”, as is commonly understood when speaking about a municipalities’ financial condition. Having gone through bankruptcy once in the last decade and facing the prospect of substantial loss of funds should the November ballot issue fail, it would be imprudent, and at odds with the Fact-Finders’ statutory charge, to recommend a wage increase that exceeds the City’s ability to pay. Balanced against this, however, is the need to pay employees for the move to a substantial increase in weekly hours of work from 40 to 53 hours, an obligation the City must have been cognizant of when it proposed the scheduling change, including how it would fund salaries and maintain staffing levels with the vote on the income tax renewal hanging in the balance.

Accordingly, the Fact-finder recommends that unit employees be granted increases in the amount of 2.5%-3%-3% over the three years of the contract, with the 2.5% retroactive to 12-1-97. While the Fact-finder would have normally recommended a larger annual increase as a result of a change in hours of this magnitude, the City’s continued financial condition made that impractical.

Further, to address the current captain-firefighter differential, the Fact-finder recommends an additional \$400 for captains in the first year of the contract, \$500 in the second year and \$600 in the third year.

Article 13 – Overtime.

City:

The City proposes some changes in how overtime is distributed, with the primary difference reflecting a change in calculation with the advent of a 53 hour workweek.

Union:

The Union suggested that the current overtime article language, based on a 40 hour work week, be maintained.

Finding and Recommendation:

The Fact-finder finds that the proposed changes to the language are warranted, and the changes premised on the move to a 53 hour workweek are necessary, based on the Fact-finders previous recommendation of adoption of the same (see Attachment 6).

Article 17 – Vacation Leave.

City:

Consistent with the move to a 53 hour workweek, the City suggests that effective 1-2-2000 one week of vacation should equal 53, and not 40, hours.

Union:

The Union suggested that the current vacation article language, based on a 40 hour work week, be maintained.

Finding and Recommendation:

The Fact-finder finds that the proposed changes to the language premised on the move to a 53 hour workweek are necessary, based on the Fact-finders previous recommendation of adoption of the same. However, consistent with the recommendation of implementing a 53 hour work week 1-1-99, the change in vacation leave language proposed by the City should be effective on 1-1-99 as well (see Attachment 7).

Article 18 – Holiday Pay.

City:

Consistent with the move to a 53 hour workweek, the City suggests that effective 1-2-2000, in lieu of holidays or holiday pay, employees would receive 5 ½ shifts off to be taken under the same conditions as vacation.

Union:

The Union suggested that the current holiday pay language, based on a 40 hour work week, be maintained.

Finding and Recommendation:

The Fact-finder finds that the proposed changes to the language premised on the move to a 53 hour workweek are warranted, based on the Fact-finders previous recommendation of adoption of the same. However, consistent with the recommendation of implementing a 53 hour work week 1-1-99, the change in holiday pay language proposed by the City should be effective on 1-1-99 as well (see Attachment 8).

Article 20 – Sick Leave/Injury Leave.

City:

Consistent with the move to a 53 hour workweek, the City suggests that effective 1-2-2000, all sick leave accrued prior to 1-2-2000 will be converted by multiplying the number of accrued sick hours by 1.325.

Union:

The Union suggested that the current sick leave/injury leave language, based on a 40 hour work week, be maintained.

Finding and Recommendation:

The Fact-finder finds that the proposed changes to the language premised on the move to a 53 hour workweek are warranted, based on the Fact-finders previous recommendation of adoption of the same. However, consistent with the recommendation of implementing a 53 hour work week 1-1-99, the change in sick leave/injury leave language proposed by the City should be effective on 1-1-99 as well (see Attachment 9).

Article 21 – Funeral Leave.

City:

Consistent with the move to a 53 hour workweek, the City suggests that effective 1-2-2000, employees who face a death in the family should be entitled to a personal leave of 2 shifts and the intervening days off, including the day of the funeral.

Union:

The Union suggested that the current funeral leave language, based on a 40 hour work week, be maintained.

Finding and Recommendation:

The Fact-finder finds that the proposed changes to the language premised on the move to a 53 hour workweek are warranted, based on the Fact-finders previous recommendation of adoption of the same. However, consistent with the recommendation of implementing a 53 hour work week 1-1-99, the change in funeral leave language proposed by the City should be effective on 1-1-99 as well (see Attachment 10).

In conclusion, the above Findings and Recommendations include the entirety of the Fact-Finders Report.

Issued: May 7, 1998

Respectfully submitted,



Jared D. Simmer

Fact-Finder

CERTIFICATE OF SERVICE

I hereby certify that the above Fact-Finder's Report and Recommendations were served upon the following parties, to wit, the City of Campbell, Ohio (via Mr. Richard Gortz) and the Campbell Professional Firefighters, IAFF Local 2998 (via Mr. Dennis Haines) by overnight mail service, and upon the Ohio State Employment Relations Board (via G. Thomas Worley) by first class mail, this day of May 8, 1998.



Jared D. Simmer

Fact-Finder

ATTACHMENT 1

ARTICLE 4 UNION ACTIVITY / NON-DISCRIMINATION

Section 1 *This section shall remain unchanged.*

Section 2 ~~The parties to this Agreement agree not to discriminate against any employee because of his~~ **The Employer and the Union agree to comply with all applicable Federal, State and Local laws regarding non-discrimination based upon age, race, color, creed, national origin and disability, gender, disability which may be reasonably accommodated, or marital status.**

Section 3 **The employer and Union agree that the facilities of the employer shall be free from sexual harassment in relationships between Employer and employee, and employee and the public.**

Section 4 **All references to employees in this Agreement designate both sexes, and wherever the male or female is used, it shall be construed to include male and female employees.**

Section 5 **Whenever an employee alleges being a victim of discrimination, the employee may process a grievance through step 3. Such grievances are not subject to the arbitration procedure herein, but shall be processed through the administrative procedures of the Ohio Civil Rights Commission.**

ATTACHMENT 2

ARTICLE 23 HEALTH BENEFITS

Delete this Article from the contract and replace with the following language:

Section 1 For the first year of the contract, the City shall continue to provide hospitalization, term life, dental and medical insurance to the same extent, the same coverage and which provides the same benefits as are in effect at the time of this Agreement.

Section 2 As an alternative to employees paying a portion of hospitalization insurance premium costs, the Union agrees that the City may convert the current insurance program to a Preferred Provider Organization (PPO) effective on or after January 1, 1999. The Union will have the opportunity to review the PPO plan before implementation, and discuss the effects of the change with the City.

ATTACHMENT 3

ARTICLE ~~29~~ 30 DURATION

Section 1 Contractual Term - This Agreement shall be effective as of the first day of December, ~~1994-1997~~ and shall remain in full force and effect until November 30th ~~1997~~ 2000. It shall be renewed from year to year thereafter, unless either party shall have notified the other party in writing, at least sixty (60) days prior to the anniversary date, that it desires to modify this Agreement.

ATTACHMENT 4

ARTICLE ~~(FDD)~~ XXIX FIRST RESPONSE SERVICE

SEPTEMBER

Section 1 ~~Effective July 1, 1998,~~ employees of the Fire Department will respond to emergency medical call on a first responder basis.

ATTACHMENT 5

ARTICLE 12 HOURS OF WORK/SHIFT EXCHANGE

Section 1 Prior to January 2, 2000, members of the bargaining unit shall be assigned to work a four (4) platoon system which shall yield a forty (40) hour workweek in the following manner:

A platoon shall work on a continuous rotation of: two (2) ten (10) hour day shifts, commencing at 7:00 AM and ending at 5:00 PM; followed by seventy-two (72) consecutive hours off duty; followed by two (2) fourteen (14) hour night shifts, commencing at 5:00 PM and ending at 7:00 AM; followed by forty-eight (48) hours off duty; followed by a return to day shift at which time the above schedule repeats.

Effective January 2, 2000, the work hours and schedule shall constitute a fifty-three (53) hour work week, averaged over a twenty-eight (28) day work cycle. Work schedules in the Fire Department shall be scheduled on the basis of three (3) platoons. Each platoon shall work a twenty-four (24) hour work day, followed by a minimum of forty-eight (48) hours off duty.

Section 2 Prior to January 2, 2000, or as long as employees are scheduled according to ten (10) and fourteen (14) hour shift rotation, the schedule as described in Section 1 of this Article will result in a forty-two (42) hour workweek. As compensation for hours worked in excess of the normal forty (40) hour workweek, members of the bargaining unit shall accumulate at a rate of the equivalent of four shifts of compensation time off for every six months served on active pay status. Accrued compensative time-off shall not exceed 480 hours at any time in accordance with the Fair Labor Standards Act. Such time off shall be granted upon the employee's request and ~~one (1)~~ four (4) days prior notice.

No more than two (2) fire fighters will be granted time-off at any one time.

Effective January 2, 2000, in order to reduce work hours to an average of fifty three (53) in the cycle, each employee shall be scheduled to work nine (9), twenty-four (24) hour turns in each twenty-eight (28) day work cycle. The difference between fifty-three (53) hours and fifty-four (54) hours in the work cycle shall accrue as compensatory time-off at the rate of one and one-half hour per hour worked.

Accrued compensatory time-off shall not exceed 480 hours at any time. Such time off shall be granted upon the employee's request, with a minimum of four (4) days prior notice, subject to the approval of the Chief.

Section 3 *This section to remain unchanged.*

Section 4 *This section to be deleted from the contract and replaced with the following language:*

On November 1 of each year, employees shall submit to the Chief requests for transfer to another platoon, effective the first work cycle in the next year. In considering such requests, the Chief may consider the qualifications and special training of individuals, seniority, and desires of other members of the Department. Platoon assignment shall be made at the sole discretion of the Chief.

ATTACHMENT 6

ARTICLE 13 OVERTIME

Section 1 Rate - In the event that a need for overtime occurs in the Fire Department, overtime shall accrue to members of the bargaining unit, and shall be voluntary. **Prior to implementation of the fifty-three (53) hour work week**, The employee shall be paid at the rate of time and one half the employee's hourly rate for all hours worked in excess of the forty (40) hour workweek, or hours worked in excess of the employee's shift, with a minimum of four (4) hours on any call back to duty. Should the overtime occur on a holiday, the employee shall receive double time in addition to his normal holiday compensation.

Section 2 Distribution - All overtime shall be ~~distributed~~ offered and rotated equally among employees by seniority. The Employer agrees to maintain a log to show the time of call and response from each employee called as to whether it was refused, accepted, no answer, off sick, off on vacation, etc.

1-1-99

Section 6 53 Hour workweek - After ~~January 2, 2000~~, the rate of any overtime pay will be calculated at the applicable hourly rate as follows:

$$\frac{(\text{hourly rate}) \times 2756}{2080}$$

Overtime shall be paid for all hours worked in excess of the fifty-three (53) hour workweek, or hours worked in the excess of the employee's shift.

All other sections of this article ~~shall~~ ^{shall} remain unchanged.

ATTACHMENT 7

CITY OF CAMPBELL Proposal to IAFF

ARTICLE 17 VACATION LEAVE

Section 6 Effective ¹⁻¹⁻⁰⁹ ~~January 2, 2000~~; one week of vacation shall equal fifty-three (53) hours.

All other sections of the Article ^{should} ~~shall~~ remain unchanged.

ATTACHMENT B

ARTICLE 18 HOLIDAY PAY

1-1-99

Section 1 Holidays - Prior to ~~January 2, 2000~~, employees of the Fire Department shall receive Holiday Pay for hours worked on the following holidays:

- | | | |
|-------------------|---------------------------|--------------------|
| 1. New Year's Day | 2. Martin Luther King Day | 3. President's Day |
| 4. Good Friday | 5. Easter Sunday | 6. Memorial Day |
| 7. Fourth of July | 8. Labor Day | 9. Columbus Day |
| 10. Veteran's Day | 11. Thanksgiving | 12. Christmas Day |

1-1-99

Section 2 Holiday - Prior to ~~January 2, 2000~~, employees of the Fire Department shall be paid two and one-half (2½) times his base rate of pay for the hours worked on said holiday. Employees who do not work on a given holiday, or who are on vacation during the week of said holiday, shall receive eight (8) hours of straight time pay in addition to their normal compensation.

1-1-99

Section 3 53 Hour Workweek - Effective ~~January 2, 2000~~, in lieu of holidays or holiday pay, employees will receive five and one-half (5½) shifts off to be taken under same conditions as vacation.

ATTACHMENT 9

ARTICLE 20 SICK LEAVE / INJURY LEAVE

Section 1 Accrual - Employees of the Fire Department shall accrue sick leave at the rate of 4.6 hours for every eighty (80) hours worked. Such leave shall accrue without limit as long as the employee is on active pay status. For the purpose of this section, anytime the employee is on duty, vacation, holiday, ~~time sick leave~~, injury leave, funeral leave, compensative time, or other approved leave on active pay status; such time shall be considered "hours worked" for sick leave accrual calculations.

1-1-99

Section 5 Conversion - Sick leave accrued prior to ~~January 2, 2000~~, shall be converted multiplying the number of accrued sick hours by a factor of 1.325.

All other sections of this Article ~~shall~~ ^{should} remain unchanged.

ATTACHMENT 10

ARTICLE 21 FUNERAL LEAVE

Section 1 Death Benefit - Prior to ¹⁻¹⁻⁹⁹ ~~January 2, 2000~~, an employee shall be entitled to a personal leave of four (4) days off, including scheduled days off, for the death of a member or members of the employee's "family". For the purpose of this article, the employee's "family" shall be defined as the employee's spouse, child, step-child, grandchild, mother, father, sister, brother, mother-in-law, father-in-law, grandfather, or grandmother.

Section 2 ^{shall} ~~shall~~ remain unchanged.

Section 3 53 Hour Workweek - Effective ¹⁻¹⁻⁹⁹ ~~January 2, 2000~~, an employee who experiences the death of a family member shall be entitled to a personal leave of two (2) shifts and the intervening days off. These days off should include the day of the funeral. "Family" shall be defined the same as in Section 1.