

EMERGENCY ORDINANCE 1-10
AN EMERGENCY ORDINANCE TO APPROVE A TWO YEAR CONTRACT
WITH LOCAL 4265 OF THE INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS (IAFF)

WHEREAS, The January 1, 2007 through December 31, 2009 contract between Local 4265 of the International Association of Firefighters (IAFF) and the City of Uhrichsville expired on December 31, 2009; and

WHEREAS, the IAFF and the City of Uhrichsville have agreed to a two year contract extending the terms and conditions of the previous contract with the changes approved herein; and

WHEREAS, by their action herein, Uhrichsville Council approves a two year contract with IAFF from January 1, 2010 through December 1, 2011.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF UHRICHSVILLE:

I.

The City of Uhrichsville, Ohio and Local 4265 of the International Association of Firefighters (IAFF) had a three-year contract that expired on December 31, 2009. The parties have engaged in good faith negotiations to extend that contract for a period of two years from January 1, 2010 through December 31, 2011, that have modified certain terms and conditions of that contract subject to approval by this Council and the administration of the City of Uhrichsville. By this ordinance, Council approves the extension of this contract with the changes noted herein from January 1, 2010 through December 31, 2011.

II.

Article 23- Salaries. The salary schedule shall be amended to reflect a salary increase of 4% for 2010 over the 2009 rate as modified in the memorandum of understanding and 4% for 2011 over the 2010 rate.

Article 30 ó Longevity Pay. Longevity pay shall be increased \$0.10 per month over the 2009 rate in 2010 and \$0.20 per month over the 2009 rate in 2011.

Article 47 ó Health Benefits

Section 01 ó The employer will continue the current health reimbursement accounts and health and life insurance programs to all members of the bargaining unit. This is the program presented to the employees on or about December 22, 2009. The program involves substantially similar coverage as the program in effect in the last half of 2009, except that the program will now be with a new carrier (Aultcare) and require the employer to create health reimbursement accounts, funded on an as needed basis, to pay deductibles for items covered by the new insurance plan (\$2,000.00 per individual employee or \$4,000.00 per family). The new insurance plan is an Aultcare Plan Alternative 2000/100. The city retains the right to change the insurance carriers, if needed, to help keep costs under control, but, the Employer agrees that regardless of which insurance carrier it selects, it will during the term of this contract continue to provide the present level of benefits, and keep health reimbursement accounts or health savings account coverage and insurance policy coverage substantially comparable, with the following exceptions:

- A. If the City's average monthly cost of health, dental, optical and life insurance together with the health reimbursement accounts or health savings account reaches a mutually agreed upon cap of \$28,500.00 for the term of the contract, the following shall apply:
 - (a) The above cap shall reflect the nineteen (19) employees covered by the City's insurance benefit package.
- 1) The Bargaining Unit would agree, at the City's request, to initiate insurance committee meetings (Article 22, Section F) to discuss and review insurance coverage options upon reaching the previously stated monthly cap(s) on insurance premiums.
- 2) The City would be responsible for presenting the membership with viable alternatives to current insurance coverage.
- 3) The City and the bargaining unit employees agree that insurance costs are skyrocketing to the point that if those costs are not reduced, the city will not be able to afford comparable coverage in the future. To facilitate the control of

health reimbursement accounts of health savings accounts and control of health insurance premiums, the employees of the bargaining unit and their families of the employees must do all that is possible to help reduce these costs in the future. The city would further agree that respective cap reached is the maximum that the city will financially assume as it relates to reaching a new agreement with respect to alternative insurance coverage.

- B. The Bargaining Unit would agree to contribute to the cost of the insurance package at the following rates:
 - 1) \$17.50 per weekly pay period, before taxes, in contract year 2010.
 - 2) \$20.00 per weekly pay period, before taxes, in contract year 2011.
 - 3) If the City commences biweekly pay periods or twice-monthly pay periods a year, the contribution cost will be adjusted to equalize the cost reflected in clauses B.1 and B.2.
- C. The Bargaining Unit's monthly contribution will not be deducted from the City's monthly insurance premium costs as to calculate the City's actual monthly insurance premium outlay as it relates to the previously stated cap(s).
- D. Life Insurance shall be \$50,000.00 per bargaining unit member. To the extent possible, the city agrees to request that the insurance coverage be available to the employees upon retirement at the employees cost.
- E. Accidental death and dismemberment shall be an additional \$50,000.00
- F. All divisions of the City shall form a committee. The union designee shall participate in the Committee and review options for benefits and premium payments. The committee representative shall provide information for such changes.
- G. To facilitate obtaining insurance quotes, the City or its agents may require Bargaining Unit Members to complete insurance application forms. The Bargaining Unit would agree to complete and return said forms within two weeks from the date of request. Employees will immediately sign all forms and applications necessary to implement the health savings accounts.
- H. To keep health insurance premiums and health reimbursement accounts or health savings account costs under control, the employees agree that tobacco product use and weight contribute to those costs both in the short term, but especially in the long term. Towards, that, the employees acknowledge that the city will request, in the next contract, an additional contribution per employee or his or her family member that either continues to use tobacco products, fails to meet, or exceeds a body mass index of 34 in 2012, 33 in 2013, and 32 in 2014. The requested increase under Article 22, section 01, subsection B would be an additional 10% per week employee contribution in 2012, 15% in 2013, and 20% in 2014.
- I. To cover these larger deductibles and to acquire this insurance, the City of Uhrichsville has established a Health Reimbursement Account (HRA) with the First National Bank of Dennison, which will pay the deductibles at the Aultcare contract rate until the applicable deductible is satisfied.
- J. The City will arrange for the direct billing of prescription costs at local pharmacies to the City until the employee individual or family deductible is satisfied. After the deductible is satisfied, the prescription costs as well as other covered medical costs will be billed and paid pursuant to the Aultcare contract referred to above.

Article 49 ó Life Insurance. Life Insurance will be as stated in Article 47, section 01, subsections D and E.

Article 55 ó Minimum Manning and Article 2 ó recognition.

Article 55 and Article 2 will be amended to reflect the changes that were agreed in the memorandum of understanding to reflect one chief, three captains, and a minimum of two firefighters.

All other provisions of the contract shall remain as stated in the previous contract from January 1, 2007 through December 31, 2009.

III.

That the Mayor and the appropriate members of the City Administration are hereby authorized to execute this contract and directed to retain a copy in the office of the Director of Public Service.

IV.

That this ORDINANCE is hereby declared to be an emergency measure necessary for the preservation of public peace, health, and safety for the City of Uhrichsville and its inhabitants, and provided it receives the affirmative vote of two-thirds (2/3) of the members appointed or elected to Council, it shall take effect and be in force immediately upon its passage and approval; otherwise it shall take effect and be in force from and after the earliest period allowed by law. Timely and emergency ratification is necessary, as the previous contract expires on December 31, 200.

PASSED this 14th day of January, 2009.

MICK DONATO
President of Council

ATTEST:

CHRIS HOPKINS
Clerk of Council

APPROVED this 14th day of January, 2009.

RICHARD REIGER
Mayor

Publish summary twice: