

ADDENDUM

This is an Addendum to the Agreement between the City of Fairfield, Ohio and International Association of Firefighters, Local 4010 effective April 1, 2011 ("Agreement").

In consideration of the mutual promises contained herein, the parties agree that the Agreement is amended as follows:

ARTICLE VI  
WAGES AND PERFORMANCE EVALUATIONS

SECTION 1.- WAGE RATES AND WAGE RANGES

- A. The wage rates which shall be effective during the contract period of April 1, 2011 to March 31, 2013 are set forth in attached Appendix A. ~~[Contract provisions relative to wages and Health and Dental Benefits Plan provisions and cost-sharing (see Article XVII, Section 1, Subsection C) shall be subject to renegotiation for the period of April 1, 2013 to March 31, 2014.]~~ APPENDIX B IS REPEALED. WAGE RATES EFFECTIVE APRIL 1, 2013 ARE AS SET FORTH IN THE ATTACHED AMENDED APPENDIX A.
- B. A new firefighter-paramedic may be hired at a pay service step commensurate with his/her skills, knowledge, abilities, and years of equivalent service. The service step rate shall be offered to the candidate with the offer of employment.
- ~~[C. For the contract period of April 1, 2011 through March 31, 2013, in the event the City negotiates different wages (including bonuses or other compensation in the nature of wages) than zero percent increase, excluding promotions and existing step increases, or different Health and Dental Benefits Plan provisions or cost-sharing with any other collective bargaining unit of the City or provides such different terms to any existing non-bargaining unit employees, IAFF Local 4010 shall have the option to elect such different and identical terms for the contract period of April 1, 2011 through March 31, 2013 or balance thereof. For purposes of this paragraph, negotiation of different terms does not include binding conciliation awards and wages or other compensation increases mandated by law such as minimum wage increases, and IAFF Local 4010 would not have the option to elect such different terms for its contract or balance thereof. The language of this paragraph C will be included in the contract but will not apply to any period after March 31, 2013.]~~

NOTE: NO CHANGES TO THE BALANCE OF THIS ARTICLE.

ARTICLE XVII  
MISCELLANEOUS

SECTION 1.-PENSION PLAN, HOSPITALIZATION, MEDICAL CARE, AND GROUP LIFE INSURANCE

NOTE: NO CHANGES TO PARAGRPHS A AND B OF THIS ARTICLE.

- C. Except as provided hereinafter, after a member of the bargaining unit has been employed by the City for a period of ninety (90) days, the City will pay into the Employees Benefit Trust Fund of the City of Fairfield, Ohio, monthly an amount equal to 85% of the total monthly cost for that employee's family or single coverage (or any other coverage option approved by the Committee), as applicable. The employee's total monthly 15% share of the total monthly cost shall be deducted in two equal installments each month from the payroll checks of the member on a pre-tax basis and paid into the Employees Benefit Trust Fund of the City of Fairfield, Ohio. The total monthly cost shall be as established by the Plan Provider, the Center for Local Government Benefits Cooperative, and/or the Third Party Administrator of the Plan each plan year in accordance with all applicable laws. All funds paid or deposited into the Employees Benefit Trust Fund of the City of Fairfield may be expended only for the costs of providing health and dental benefits. A new employee may participate in the Health and Dental Plan at his/her own expense (100%) during the first ninety (90) days of employment.

If an employee selects coverage under a High Deductible Health Plan (HDHP) which qualifies the employee to make contributions to a Health Savings Account (HSA), the City will deposit into the employee's HSA each year on or about August 1st a lump sum contribution of \$1,800 for an employee with single coverage or a lump sum

contribution of \$3,600 for an employee with coverage including the employee and other family members, provided that the City contribution to an employee's HSA shall not exceed 90% of the annual deductible applicable to the employee's coverage nor be less than 50% of the applicable annual deductible.

~~[Provisions of this subsection C relative to Health and Dental Benefits Plan provisions and cost sharing as well as wages (see Article VI, Section 1) shall be subject to renegotiation for the period of April 1, 2013 to March 31, 2014.]~~

EFFECTIVE AUGUST 1, 2013, THE CITY'S ANNUAL CONTRIBUTION TO THE EMPLOYEES BENEFIT TRUST FUND FOR ANY EMPLOYEE SHALL BE LIMITED TO 85% OF THE TOTAL COST OF THE HIGH DEDUCTIBLE HEALTH PLAN (HDHP), THE HSA FEE, AND THE DENTAL PLAN IN ADDITION TO THE APPLICABLE HEALTH SAVINGS ACCOUNT (HSA) CONTRIBUTION BASED UPON THE LEVEL OF THE PLAN SELECTED BY THE EMPLOYEE. ANY EMPLOYEE WHO REMAINS ON OR ELECTS THE TRADITIONAL (NON-HDHP) HEALTH/DENTAL PLAN AFTER AUGUST 1, 2013 SHALL BE RESPONSIBLE FOR THE ADDITIONAL COST OF SUCH TRADITIONAL PLAN, IF ANY, WHICH SHALL BE PAID BY PAYROLL DEDUCTION IN ADDITION TO THE 15% EMPLOYEE SHARE.

THE FOLLOWING TWO EXCEPTIONS TO THE ABOVE RULE SHALL APPLY:

- 1) NEW EMPLOYEES WHO ARE ELIGIBLE FOR HEALTH/DENTAL BENEFITS SHALL BE PROVIDED THE TRADITIONAL (NON-HDHP) PLAN WITHOUT PAYING THE ADDITIONAL COST ABOVE THE HDHP PLAN AS OUTLINED ABOVE, BUT ONLY UNTIL THE START DATE OF THE NEXT PLAN YEAR FOR WHICH THE EMPLOYEE WAS ELIGIBLE TO ENROLL IN THE HDHP PLAN. THEREAFTER, THE ABOVE-STATED ADDITIONAL COST SHALL APPLY TO THE NEW EMPLOYEE IF HE OR SHE REMAINS ON THE TRADITIONAL (NON-HDHP) PLAN.
- 2) IF AN EMPLOYEE IS LEGALLY REQUIRED TO PROVIDE THE TRADITIONAL (NON-HDHP) HEALTH/DENTAL PLAN FOR A COVERED DEPENDENT, THE EMPLOYEE SHALL NOT BE REQUIRED TO PAY THE ADDITIONAL COST OF THE PLAN ABOVE THE 15% AS OUTLINED ABOVE. "LEGALLY REQUIRED" MEANS ORDERED BY A COURT OR OTHER LEGAL AUTHORITY HAVING JURISDICTION OVER THE EMPLOYEE. THE EMPLOYEE MUST PROVIDE APPROPRIATE PROOF OF SUCH ORDER AND THAT THE EMPLOYEE DID NOT AGREE OR CONSENT TO SUCH AN ORDER.

NOTE: NO CHANGES TO THE BALANCE OF THIS ARTICLE.

AMENDED APPENDIX D

WAGE RATES AND PAY RANGES (effective April 1, 2013)

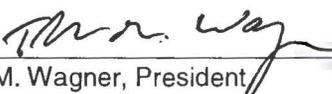
Firefighter-Paramedic (without Paramedic Certification)	\$17.22 [ <del>\$16.72</del> ] per hour
Firefighter-Paramedic (without Paramedic Certification but one year full-time experience on department, and Class I Driver Certification)	\$18.63 [ <del>\$18.09</del> ] per hour
Firefighter-Paramedic (with Paramedic Certification)	\$20.03 [ <del>\$19.45</del> ] per hour
Firefighter-Paramedic (with Paramedic Certification, one year subsequent experience on department, and Class I Driver Certification)	\$21.45 [ <del>\$20.83</del> ] per hour
Firefighter-Paramedic (with Paramedic Certification, two years subsequent experience on department, and Class I Driver Certification)	\$22.88 [ <del>\$22.21</del> ] per hour
Firefighter-Paramedic (with Paramedic Certification, three years subsequent experience on department, and Class I Driver Certification)	\$25.55 [ <del>\$24.81</del> ] per hour
Firefighter-Paramedic (with Paramedic Certification, five years subsequent experience on department, and Class I Driver Certification)	\$25.81 [ <del>\$25.06</del> ] per hour
Firefighter-Paramedic (with Paramedic Certification, ten years subsequent experience on department, and Class I Driver Certification)	\$26.08 [ <del>\$25.32</del> ] per hour
Firefighter-Paramedic (with Paramedic Certification, fifteen years subsequent experience on department, and Class I Driver Certification)	\$26.33 [ <del>\$25.56</del> ] per hour
Fire Lieutenant (with Paramedic Certification)	\$26.71 [ <del>\$25.93</del> ] per hour
Fire Lieutenant (with Paramedic Certification and one year in classification)	\$27.53 [ <del>\$26.73</del> ] per hour
Fire Lieutenant (with Paramedic Certification and five years full-time service on department)	\$27.81 [ <del>\$27.00</del> ] per hour
Fire Lieutenant (with Paramedic Certification and ten years full-time service on department)	\$28.09 [ <del>\$27.27</del> ] per hour
Fire Lieutenant (with Paramedic Certification and fifteen years full-time service on department)	\$28.37 [ <del>\$27.54</del> ] per hour
Fire Captain (with Paramedic Certification except those exempt in Article XI)	\$29.74 [ <del>\$28.87</del> ] per hour
Fire Captain (with Paramedic Certification except those exempt in Article XI and five years full-time service on department)	\$30.03 [ <del>\$29.16</del> ] per hour
Fire Captain (with Paramedic Certification except those exempt in Article XI and ten years full-time service on department)	\$30.33 [ <del>\$29.45</del> ] per hour
Fire Captain (with Paramedic Certification except those exempt in Article XI and fifteen years full-time service on department)	\$30.63 [ <del>\$29.74</del> ] per hour
FIRE CAPTAIN (WITH PARAMEDIC CERTIFICATION EXCEPT THOSE EXEMPT IN ARTICLE XI AND TWENTY YEARS FULL-TIME SERVICE ON DEPARTMENT)	\$30.94 PER HOUR

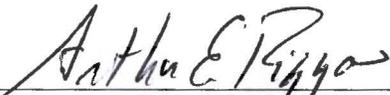
Except as specifically modified in this Addendum, the Agreement effective April 1, 2011 shall remain in full force and effect.

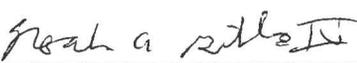
IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their authorized representatives on this 29<sup>th</sup> day of January, 2013.

FOR THE FAIRFIELD PROFESSIONAL  
FIRE FIGHTERS, INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS, LOCAL 4010

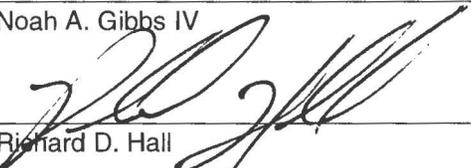
FOR THE CITY OF FAIRFIELD, OHIO

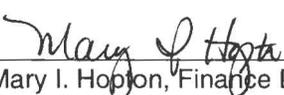
  
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Thomas M. Wagner, President

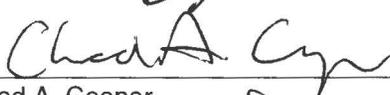
  
\_\_\_\_\_  
Arthur E. Pizzano, City Manager

  
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Noah A. Gibbs IV

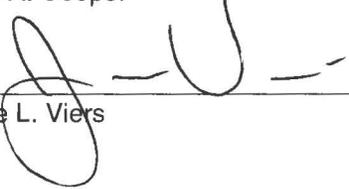
  
\_\_\_\_\_  
Mark T. Wendling, Assistant City Manager

  
\_\_\_\_\_  
Richard D. Hall

  
\_\_\_\_\_  
Mary I. Hopkin, Finance Director

  
\_\_\_\_\_  
Chad A. Cooper

  
\_\_\_\_\_  
Carol A. Mayhall, Human Resources Manager

  
\_\_\_\_\_  
Jamie L. Viers

  
\_\_\_\_\_  
Donald G. Bennett, Fire Chief

APPROVED AS TO FORM:

  
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John H. Clemmons, Fairfield Law Director