

LEGEND: JC=J Ciolkevich, RH = Rick Hudak, AE=A Ellis, HN=H Novak, BL=B Lanford, RW=R Waszak, MW=M Wheeler

Resolution No. 51-2012

Date: 7/14/2012

A Resolution ratifying and authorizing the Mayor and Finance Director to enter into an agreement with the Richfield Professional Firefighters, IAFF Local 4410 for the years 2012 through 2014 and declaring an emergency.

1st Read date 7/17/12

2nd Read date _____ suspend 2nd and 3rd date 7/17/12
Motion No. 8 By RH 2nd AE JC
Vote: Yeas 6 Nays 0

3rd Read date _____ suspend 3rd date _____
Motion No. _____ By _____ 2nd _____
Vote: Yeas _____ Nays _____

Amend date _____ Motion No. _____ By _____ 2nd _____
Vote: Yeas _____ Nays _____

Table date _____ Motion No. _____ By _____ 2nd _____
Vote: Yeas _____ Nays _____

Adopt date 7/17/12 Motion No. 9 By RH 2nd AE JC
Vote: Yeas 6 Nays 0

Other date _____ Motion No. _____ By _____ 2nd _____
Vote: Yeas _____ Nays _____

Posting:

I, Carolyn Sullivan, of the Village of Richfield, Summit County, Ohio, do hereby certify that **Resolution No. 51-2012** was duly passed by the Council of the Village of Richfield, Summit County, Ohio on the 17th day of July, 2012. There is no newspaper in the municipality and the publication of the **Resolution No. 51-2012** was by posting true copies thereof in at least five (5) of the most public places in said Village as therefore determined by Council. Additionally it has been posted on the Village web site.

- Most public places are:
- 1) Richfield Town Hall, 4410 Streetsboro Road
 - 2) Richfield Police Department, 4410 West Streetsboro Road
 - 3) United States Post Office, 3900 Broadview Road
 - 4) Giant Eagle, 4428 Broadview Road
 - 5) Richfield Senior Center, 4400 West Streetsboro Road
 - 6) Richfield Library, 3761 S. Grant Street

Each posting is for a period of fifteen (15) days commencing on the 18th day of July, 2012.

Carolyn E. Sullivan
Carolyn E. Sullivan, Clerk of Council

RESOLUTION NO. 51-2012

Offered by All of Council

A RESOLUTION RATIFYING AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE RICHFIELD PROFESSIONAL FIREFIGHTERS, IAFF LOCAL 4410 FOR THE YEARS 2012 THROUGH 2014 AND DECLARING AN EMERGENCY.

WHEREAS, the Mayor has negotiated a collective bargaining agreement with representatives of the Richfield Professional Firefighters, IAFF Local 4410, for the period from January 1, 2012 through December 31, 2014; and

WHEREAS, Council desires to authorize the Mayor and the Finance Director to execute the collective bargaining agreement on behalf of the Village and to give the same retroactive effect to January 1, 2012.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Richfield, Summit County, State of Ohio:

SECTION 1. That the Mayor and the Finance Director be, and they hereby are, authorized and directed to enter into an agreement with the Richfield Professional Firefighters, IAFF Local 4410, setting forth the compensation, hours, terms and conditions of employment with the Village, to be effective as of January 1, 2012 and to remain in effect through December 31, 2014, a copy of which agreement is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. This Resolution is hereby determined to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is necessary to authorize an agreement for employment conditions of the members of the Richfield Professional Firefighters, IAFF Local 4410 at the earliest possible time, as the same affects the day-to-day operations of the Village; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 7-17-12

Michael Week
President of Council

Balchis Bashara
Mayor

Dated: 7-17-12

ATTEST:

Carolyn E. Sullivan
Clerk of Council
{01252342 - 1}

**EXECUTIVE SUMMARY
OF THE HIGHLIGHTS
OF THE NEGOTIATED CHANGES
TO THE AGREEMENT BETWEEN
THE VILLAGE OF RICHFIELD**

and

THE IAFF LOCAL 4410

TENTATIVE AGREEMENT REACHED

July 10, 2012, and July 16, 2012

LOCAL 4410 RATIFIED JULY 13, 2012

DATE SUBMITTED TO VILLAGE COUNCIL:

July 17, 2012

<u>ARTICLE/ISSUE</u>	<u>MODIFICATION</u>
<u>ARTICLE 3</u> <u>NON-DISCRIMINATION</u>	Added "national ancestry" and "genetic information" to the listing of protected classes/information.
<u>ARTICLE 10</u> <u>DISCIPLINE</u>	10.3. Modified the provision to establish that predisciplinary conferences are to be conducted within 14 calendar days of the date when the Captain/Chief becomes aware of the allegation, or 14 calendar days from the date an investigation is completed, as applicable. Investigations are not to exceed 60 calendar days.
<u>ARTICLE 11</u> <u>GRIEVANCE PROCEDURE</u>	11.5. Modified the language to establish that the union is responsible for requesting a panel of arbitrators with a simultaneous submission of the request to the Employer (rather than a joint request). Also requires that a panel of 9 arbitrators from Ohio who are members of the National Academy of Arbitrators be requested.
<u>ARTICLE 12</u> <u>HOURS OF WORK</u>	12.1. Cleaned up the language to reflect an average work week of 49.8 hours or 192 hours in a 27 day work cycle. 12.2. Clarified that employees may select Kelly days by seniority with not more than 1 Kelly day selected per shift. Also discussed, and it was understood, that the Chief/designee may limit other time off on any given day.
<u>ARTICLE 13</u> <u>OVERTIME</u>	13.1. Cleaned up the language and clarified how the <i>overtime</i> rate is computed. 13.2. Added language to afford the Fire Chief and representatives of Local 4410 the ability to agree to alternative overtime rotation procedures.
<u>ARTICLE 14</u> <u>COMPENSATORY TIME</u>	14.1. Clarified that denial of compensatory time usage may occur when <i>it will create an undue hardship</i> or due to an emergency condition. 14.2. Increased the maximum compensatory time accrual from 120 hours to 132 hours. 14.5. Established that the cash in of compensatory may only occur twice per year (June and December), and to establish that requests for such cash in must be in writing and submitted not later than the 15 th of the preceding month.

<u>ARTICLE/ISSUE</u>	<u>MODIFICATION</u>				
<u>ARTICLE 15</u> <u>UNIFORM ALLOWANCE</u>	<p>Abolished the CAP Card Program and moved to direct payment of the allowance (1/2 to be paid in March and 1/2 to be paid in September), with taxation of the allowance. Correspondingly increased the uniform allowance to maintain the same approximate buying power (in consideration of taxation of the allowance and sales tax) as follows:</p> <table style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;"><u>2011</u></td> <td style="text-align: center;"><u>2012 - 2014</u></td> </tr> <tr> <td style="text-align: center;">\$1000.00</td> <td style="text-align: center;">\$1,200.00</td> </tr> </table> <p>Uniform items purchased are to be consistent with Departmental requirements as set forth in an Appendix.</p>	<u>2011</u>	<u>2012 - 2014</u>	\$1000.00	\$1,200.00
<u>2011</u>	<u>2012 - 2014</u>				
\$1000.00	\$1,200.00				
<u>ARTICLE 18</u> <u>MEDICAL COVERAGE AND INSURANCE</u>	<p>Maintained/increased the employee contribution as follows:</p> <p>2012 – 7% 2013 – 8.5% 2014 – 10%</p> <p>Allowed for participation in the Insurance Committee and defined the composition of the committee. <i>Any new or revised health care plan recommended by the Committee must be presented to the bargaining unit for ratification prior to implementation.</i></p>				
<u>ARTICLE 22</u> <u>WAGES</u>	<p>2012 –no wage increase (0%)</p> <p>2013 – a 1.5% wage increase</p> <p>2014 – a 2% wage increase</p>				
<u>ARTICLE 26</u> <u>SICK LEAVE</u>	26.2. Corrected the maximum number of hours to be paid for the conversion of sick leave at time of retirement to 597.6 in this Section, and abolished the related Memorandum of Understanding.				
<u>ARTICLE 33</u> <u>PAID HOLIDAYS/ PERSONAL DAYS</u>	33.3. Employees who separate from service prior to the end of the calendar year (except those separated from service due to illness, injury or death) are to have reduced from their separation pay the value of those holidays that have not yet occurred (12 hours per holiday).				

<u>ARTICLE/ISSUE</u>	<u>MODIFICATION</u>
<u>ARTICLE 33</u> <u>PAID HOLIDAYS/</u> <u>PERSONAL DAYS</u> <i>CONTINUED</i>	<u>33.5.</u> Commencing in calendar year 2013, increased the personal leave time from 24 to 36 hours.
<u>ARTICLE 35</u> <u>DURATION</u>	The Agreement is to be effective from January 1, 2012, through December 31, 2014.

TENTATIVE AGREEMENTS

Between

VILLAGE OF RICHFIELD

and

RICHFIELD PROFESSIONAL FIREFIGHTERS, IAFF LOCAL 4410

All Articles, Sections, and/or terms and conditions of the parties' Collective Bargaining Agreement effective January 1, 2009 through December 31, 2011 not expressly identified herein, or marked as "current contract language," shall remain the same and incorporated into the parties' successor CBA

All agreed upon additions to the language of the CBA are highlighted in boldface italics; all agreed upon deletions from the language of the CBA are double-strike

ARTICLE 3
NON-DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees in the Bargaining Unit without discrimination as to age, sex, race, color, national origin, religion, ***national ancestry, genetic information***, union affiliation, or disability.

DATE SIGNED: 5/23/12

ARTICLE 10 - DISCIPLINE

Section 10.1 **Just Cause.** [Current contract language (“CCL”)]

Section 10.2 **Progressive Discipline.** [CCL]

Section 10.3 **Predisciplinary Conference.** Except in cases where the facts require the Employer to act immediately, the Employer agrees not to reduce, suspend, or discharge any employee without first arranging for a pre-disciplinary conference to afford the employee an opportunity to offer an explanation of the alleged conduct. The pre-disciplinary conference shall be conducted within fourteen (14) calendar days of the date when the Captain or the Chief becomes aware of the allegation *and/or from the date an investigation is completed, as applicable. Investigations shall not exceed sixty (60) calendar days.* The Village shall notify the employee and his/her representative of the date and time of the conference and, upon request, the employee shall be permitted to privately discuss his/her suspension or discharge with the representative in an area made available by the Village. The Union President or his designee shall be permitted to attend any disciplinary hearing.

Section 10.4 **Grievance Procedure.** [CCL]

Section 10.5 **Administrative Leave.** [CCL]

Section 10.6 **Investigation – Criminal.** [CCL]

Section 10.7 **Investigation – Non-Criminal.** [CCL]

DATE SIGNED: 7/10/12 and 7/16/12

ARTICLE 11 – GRIEVANCE AND ARBITRATION PROCEDURE

Section 11.1 [CCL]

Section 11.2 **Definitions.** [CCL]

Section 11.3 **Specific Rules and Guidelines.** [CCL]

Section 11.4 **Grievance Procedure.** [CCL]

Section 11.5 **Arbitration Procedure.** If the Union is not satisfied with the written decision at the conclusion of Step 3 (or Step 2, if Step 3 is omitted), the Union may file a notice of arbitration. A notice of arbitration must be delivered to the Fire Chief and the Mayor within ten (10) days following the issuance of the Mayor's written decision in Step 3 (or the written decision in Step 2, if Step 3 is omitted), and the following procedures and rules shall apply:

- a. **Choice of Arbitrator** – The parties shall have ten (10) days following receipt of the notice of arbitration to select an arbitrator by mutual agreement. If such agreement is not reached, ~~a joint~~ ***the Union shall submit a request shall be made to the American Arbitration Association (AAA) to submit a panel of seven (7) nine (9) arbitrators from Ohio who are members of the National Academy of Arbitrators to both parties. A copy of such request shall simultaneously be submitted to the Employer.*** Within five (5) working days of receipt of said list, the parties shall select an arbitrator from the list by alternately striking names from the list until one (1) name remains. The last remaining name shall be the arbitrator. The party to first strike a name from the list shall alternate with each arbitration, or if the parties are unable to agree which party is first to strike a name, then the party requesting the arbitration shall be the first to strike a name from the list.
- b. **Hearing Time** – [CCL]
- c. **Jurisdiction** – [CCL]
- d. [CCL]
- e. **Cost** – [CCL]

Section 11.6 [CCL]

DATE SIGNED: 7/10/12 and 7/16/12

ARTICLE 12 – HOURS OF WORK

Section 12.1 The standard work period (*cycle*) shall consist of *twenty-seven (27) ~~thirteen (13)~~* days for bargaining unit members. Bargaining unit members shall work, ~~on average 51.7 hours per week or 96 hours in a 13 day cycle and 2,688 hours annually. Effective January 1, 2010, bargaining unit members shall work~~ an average of 49.8 hours per week (2,589.6 hours per year) *for an average of one hundred ninety-two (192) hours in* ~~on~~ a twenty-seven (27) day work cycle. ~~with~~ *Overtime will be* paid for hours worked beyond *one hundred ninety-two (192) hours in a twenty-seven (27) day cycle.*

Section 12.2 The Fire Chief shall be responsible for all scheduling, *except that bargaining unit members shall be permitted to select their earned day off (Kelly Day) on a seniority-based rotation to accommodate the one hundred ninety-two (192) hours per cycle. No more than one (1) Kelly Day may be scheduled off per shift.*

Section 12.3 [CCL]

Section 12.4 [CCL]

Section 12.5 [CCL]

Section 12.6 [CCL]

DATE SIGNED: 7/10/12 and 7/16/12

ARTICLE 13 – OVERTIME

Section 13.1 Overtime shall be paid on the biweekly pay following the end of the work period in which it was earned. Overtime shall be determined as follows:

- a. ~~A regular firefighter's hourly rate shall equal the firefighters' annual salary divided by 2,688 and multiplied by 1.5. Overtime shall be paid on hours working beyond 96 hours in 13 days, subject to Section 12.1 above.~~
- b. ~~Effective January 1, 2010, a~~ A regular firefighter's hourly overtime rate shall equal the firefighter's annual salary divided by 2,589.6 hours per year and multiplied by 1.5. Overtime shall be paid on hours worked beyond 192 hours in a twenty-seven (27) day cycle.

Section 13.2 The Fire Chief shall determine whether to "fill-in" a shift with either part-time or full-time employees. If the Chief determines that a full-time employee shall work the available time the Fire Chief (or his designee) will first send out a page to the full-time firefighters that there is an open overtime shift. The Fire Chief (or his designee) will then call the full-time firefighter (on cell phone) on the overtime rotation list, which will be used to determine the order the overtime shift is offered. The order of the rotation list shall be established by the full-time firefighters' seniority from date of hire, with the most senior full-time firefighter on the list being offered the overtime shift first, and the list rotating thereafter. If the senior full-time firefighter works the shift or turns it down, the firefighter will drop to the bottom of the list. The next available shift will be offered to the next senior full-time firefighter, consistent with the rotation list. If the full-time firefighter next on the list is already scheduled to work the shift, that firefighter will maintain his place on the rotational list. If a firefighter does not answer the call for the overtime shift, the firefighter will have five (5) minutes to call back before he is placed at the bottom of the list and the next firefighter on the rotation list is called.

Notwithstanding the above, the Fire Chief and representatives of Local 4410 may agree to any alternative overtime rotation procedure to replace and/or supersede the terms of the overtime rotation procedure set forth above. If any alternative overtime rotation procedure is found deficient or problematic by either party, the above overtime rotation procedure shall be reinstated or the parties may agree to another alternative overtime rotation procedure. Once an alternative overtime rotation procedure is agreed upon by the Fire Chief and representatives of Local 4410, notice of the alternative overtime rotation procedure should be provided to Local 4410 members.

DATE SIGNED: 7/10/12 and 7/16/12

ARTICLE 14 – COMPENSATORY TIME

Section 14.1 Each employee may request to take overtime as paid compensation or compensatory time, subject to approval of the Fire Chief. The Village may deny the use of compensatory time on the grounds that the use of compensatory time will create *an undue disruption* ~~the need for other employees to work overtime and/or~~ because emergency conditions exist.

Section 14.2 An employee shall be entitled to accumulate compensatory time not to exceed one hundred and ~~thirty-two~~ ~~twenty (20)~~ (132) hours and said time may be carried through to the next calendar year.

Section 14.3 [CCL]

Section 14.4 [CCL]

Section 14.5 Upon the employee's *written* request, accumulated compensatory time may be cashed in ~~to be paid within thirty (30) days~~. *Compensatory time conversion to cash may occur only in June and/or December of the calendar year. Requests for conversion to cash must be submitted by May 15 or November 15 respectively.*

DATE SIGNED: 7/10/12 and 7/16/12

ARTICLE 16 – UNIFORM ALLOWANCE

Section 16.1 [CCL]

Section 16.2 Employees shall have a yearly clothing allowance as follows and as administered according to departmental rules and regulations:

January 1, 2009	\$925.00
January 1, 2010	\$975.00
January 1, 2011	\$1000.00
January 1, 2012	\$1,200.00

Commencing in calendar year 2012, the CAP card program shall be discontinued and the uniform allowance shall be paid by check, with one-half payable with the first pay in March, and one-half payable with the first pay of September. It is understood that the allowance shall be subject to taxation. Uniform items purchased shall be consistent with the authorized uniform identified in the Appendix of this Agreement. [Note: Notwithstanding the above, the first payment for 2012 will occur within thirty (30) calendar days after execution of this Agreement]

Section 16.3 [CCL]

Section 16.4 [CCL]

Section 16.5 [CCL]

DATE SIGNED: 7/10/12 and 7/16/12

ARTICLE 18 - INSURANCE

Section 18.1 The Village shall provide the same or comparable health insurance, dental, vision, life and supplemental insurance coverage as that in effect *at the time of execution of this Agreement* ~~on January 1, 2006~~. Employees shall contribute *seven percent (7.0%)* toward the cost of the premiums on health insurance. ~~only, in the following amounts:~~

~~Single Coverage _____ 7%~~
~~Family Coverage _____ 7%~~

The employee may elect the appropriate tier (e.g., employee, employee/spouse, etc.).

Effective January 1, 2013, the participating employee will contribute eight and one-half percent (8.5%) of the cost for health insurance. Effective January 1, 2014, the participating employee will contribute ten percent (10.0%) of the cost for health insurance.

Section 18.2 The Union may participate in an insurance committee to explore cost issues, including the reduction of premiums, the reduction of co-pays, wellness programs or other alternatives. However, no modifications may be made in the level of benefits provided, the level of co-pays, etc., unless ~~negotiated and~~ ratified by the Bargaining Unit during the term of the Agreement, *consistent with the provisions herein*.

The Village shall establish, as soon as practicable, an Insurance Committee ("Committee") of two (2) representatives from each of the Village's Bargaining Units, if they choose to be represented, and three (3) representatives of the Village. The Committee shall meet as necessary for the purpose of exploring cost saving measures and/or alternative health plans.

The Committee may review all of the Village's current health care plans and recommend a new or revised plan that is competitive in the health care market and that will achieve the goal(s) of maintaining cost stability in the plan, promoting the Village's cost containment, and minimizing premium contributions by employees. In making its recommendation, the Committee may consider modification to such items as office co-pays, prescription drug plan design, including employee co-pay, formularies and mandatory generic requirement, deductibles, maximum out-of-pockets, wellness programs and such other plan attributes and other related matters that will achieve the goals set forth above.

Any new or revised health care plan recommended by the Committee shall be presented to the Bargaining Unit for ratification. If ratified by the Bargaining Unit, the new or revised health care plan recommended by the Committee may be implemented for this Bargaining Unit.

The Committee should meet every other year to consider revisions to the Village's health care plan. The Committee is not barred from recommending benefit improvements in the plan, so long as said improvements do not increase the Village's and/or employees' premium costs.

DATE SIGNED: 7/10/12 and 7/16/12

ARTICLE 22 – WAGES

Section 22.1 Wages increases will be implemented in accord with the following schedule:

January 1, 2009	3%
January 1, 2010	2.5%
January 1, 2011	3%
<i>January 1, 2012</i>	<i>0.0%</i>
<i>January 1, 2013</i>	<i>1.5%</i>
<i>January 1, 2014</i>	<i>2.0%</i>

Section 22.2 [CCL]

Section 22.3 [CCL]

Section 22.4 As a consequence of the annual wage increases identified in Section 22.1, the annual wages for each classification in the Bargaining Unit will be as follows:

A. **January 1, 2012**

<u>Fire/Medic</u>	<u>Annual</u>	<u>Hourly Rate</u>
In Training	\$41,093	\$15.87
9 months	\$45,902	\$17.73
18 months	\$53,133	\$20.52
27 months	\$55,127	\$21.29
36 months and over	\$60,865	\$23.50
<u>Lieutenant</u>	12% higher than the 36 month employee	
	\$68,169	\$26.30

B. **January 1, 2013**

<u>Fire/Medic</u>	<u>Annual</u>	<u>Hourly Rate</u>
<i>In Training</i>	<i>\$41,709.40</i>	<i>\$16.11</i>
<i>9 months</i>	<i>\$46,590.53</i>	<i>\$17.99</i>
<i>18 months</i>	<i>\$53,930.00</i>	<i>\$20.83</i>
<i>27 months</i>	<i>\$55,953.91</i>	<i>\$21.61</i>
<i>36 months and over</i>	<i>\$61,777.98</i>	<i>\$23.86</i>

Lieutenant

12% higher than the 36 month employee

\$69,191.34

\$26.72

C. January 1, 2014

Fire/Medic

Annual

Hourly Rate

In Training

\$42,543.58

\$16.43

9 months

\$47,522.34

\$18.35

18 months

\$55,008.59

\$21.24

27 months

\$57,072.98

\$22.04

36 months and over

\$63,013.54

\$24.33

Lieutenant

12% higher than the 36 month employee

\$70,575.16

\$27.25

Section 23.2 [CCL]

Section 23.3 [CCL]

Section 23.4 [CCL]

Section 23.5 [CCL]

Section 23.6 [CCL]

Section 23.7 [CCL]

Section 23.8 [CCL]

DATE SIGNED: 7/10/12 and 7/16/12

ARTICLE 26 – SICK LEAVE

Section 26.1 Each employee is entitled to paid sick leave for each month of service completed which shall be credited at the rate of six and forty-seven hundredths (6.47) hours per pay period. Sick leave shall be applied, upon approval of the Fire Chief, against absence due to the illness, to personal injury, to exposure to a contagious disease and to illness or injury in the employee's immediate family, as defined in Article 34, Funeral Leave. Unused sick leave shall be cumulative.

Section 26.2 Each full-time employee with ten (10) or more years of service shall receive payment based on the employee's rate of pay at retirement for unused accumulated sick leave up to a maximum accumulation of ~~672~~ *five hundred ninety-seven and six tenths (597.6)* hours at the time of retirement or death. Such retirement shall be in accordance with the ~~Fireman's Disability~~ *Ohio Police and Fire* Pension Fund. (~~See Memorandum of Understanding~~)

Section 26.3 [CCL]

DATE SIGNED: 7/10/12 and 7/16/12

ARTICLE 33 – PAID HOLIDAYS / PERSONAL DAYS

Section 33.1 Paid Holidays. Each employee shall be entitled to one hundred and twenty (120) hours of paid leave each year, scheduled with the approval of the Fire Chief.

Section 33.2 The leave shall be based on the following designation of holidays:

New Year's Day and one (1) day prior
Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day and the Friday after
Christmas Day and the day prior

Section 33.3 Any time not used by the end of the calendar year shall be converted to additional pay to be paid to the employee at his/her regular rate of pay at that time. *Except for those employees separated from service due to illness, injury or death, an employee that separates from service prior to the end of the calendar year will have reduced from their separation pay the value of the holiday leave (twelve (12) hours per holiday) for those holidays not yet occurred at the time of separation. Those employees separated from service due to illness, injury or death receive the full paid holiday leave for that year.*

Section 33.4 An employee who actively works on one of the holidays set forth in Section 33.2 above shall be entitled to pay at one and one-half (1 1/2) times the hourly rate.

Section 33.5 In addition to the foregoing hours of paid holiday leave, each employee shall be entitled to one (1) twenty-four (24) hour personal day *to be* scheduled with the approval of the Fire Chief during the calendar year. Such personal days shall be taken by the employee during the calendar year of entitlement and shall not accrue from year to year *or be paid if unused.*

Effective January 1, 2013, each employee shall be entitled to thirty-six (36) hours of personal leave to be scheduled with the approval of the Fire Chief during the calendar year. Such personal leave shall be taken by the employee during the calendar year of entitlement and shall not accrue from year to year or be paid if unused.

DATE SIGNED: 7/10/12 and 7/16/12

ARTICLE 35 – DURATION OF AGREEMENT

This Agreement represents the complete agreement on all matter subject to bargaining between the Employer and Richfield Professional Firefighters Local 4410 and shall be effective from January 1, ~~2012~~ ~~2009~~. ~~This Agreement~~ *and* shall remain in full force and effect until December 31, ~~2014~~ ~~2011~~.

HEREBY TENTATIVELY AGREED, SUBJECT TO RATIFICATION:

FOR THE VILLAGE:

FOR LOCAL 4410:

Date

Date

Date

Date

Date

Date

DATE SIGNED: 7/10/12 and 7/16/12

7/17/12 8:00 p.m.

Resolution No. 51-2012
EXHIBIT A

NOTE: ADD APPENDIX - UNIFORMS