

RESOLUTION NO. 37-2016

Offered by All of Council

A RESOLUTION AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING MODIFYING THE COLLECTIVE BARGAINING AGREEMENT WITH THE RICHFIELD PROFESSIONAL FIREFIGHTERS, IAFF LOCAL 4410, FOR THE YEARS 2015 THROUGH 2017, AND DECLARING AN EMERGENCY

WHEREAS, the terms of a collective bargaining agreement with representatives of the Richfield Professional Firefighters, IAFF Local 4410, for Years 2015 through 2017, have been determined through agreement and pursuant to a decision rendered by a duly appointed arbitrator on or about November 23, 2015; and

WHEREAS, Council authorized the Mayor and the Finance Director to execute a collective bargaining agreement on behalf of the Village and to give the same retroactive effect to January 1, 2015, with wage adjustment retroactive only to April 20, 2015, based upon and in accordance with the terms agreed upon and those determined by the arbitrator's award; and

WHEREAS, at this time Council deems it necessary and in the best interest of the Village and its residents to enter into a Memorandum of Understanding modifying the Agreement with the Richfield Professional Firefighters, IAFF Local 4410 to accommodate a forty (40) hour work week for the Lieutenant/Medic Position.

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 a Memorandum of Understanding modifying the agreement with the Richfield Professional Firefighters, IAFF Local 4410, as more fully set forth in Exhibit "A" which is attached hereto and incorporated herein by reference, setting forth the language of modified collective bargaining agreement provisions necessary to accommodate the creation of a forty (40) hour work week for the Lieutenant/Medic Position. All other provisions of the agreement with IAFF Local 4410 remain as previously agreed and determined by the arbitrator's award.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 3. 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 a modification to the 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: 6-7-16

*Ryan Davis Swen*  
President of Council

*Boleling Bashara*  
Mayor

Dated: 6/7/16

ATTEST:

*Carolyn E. Sullivan*  
Clerk of Council

## MEMORANDUM OF UNDERSTANDING

The Village of Richfield ("Employer"), and the International Association of Firefighters, Local 4410, ("Union"), do hereby agree to the following modifications of the collective bargaining agreement in order to accommodate the creation of a forty (40) hour per week Lieutenant/medic position:

### ARTICLE 12 HOURS OF WORK

#### Section 12.1.

- A. The standard work period (cycle) shall consist of twenty-seven (27) days for bargaining unit members working twenty-four (24) hour shifts (shift employees). Bargaining unit members shall work an average of forty-nine and eight-tenths (49.8) hours per week (two thousand five hundred eighty-nine and six-tenths [2,589.6] hours per year) for an average of one hundred ninety-two (192) hours in a twenty-seven (27) day work cycle. Overtime will be paid for hours worked beyond one hundred ninety-two (192) hours in a twenty-seven (27) day cycle.
- B. One (1) Lieutenant may be assigned to a forty (40) hour work week schedule ("day" Lieutenant) with the assignment made at the discretion of the Chief of Fire and with the approval of the Mayor. Notwithstanding the above, if no internal Lieutenant volunteers for the 40 hour Lieutenant position, the least senior qualified Lieutenant will be assigned..

A normal work week for the forty (40) hour per week position shall consist of forty (40) scheduled hours within a calendar week; normally Monday through Friday. The Lieutenant assigned to a forty (40) hour work week schedule shall work eighty (80) hours within a two (2) week work period which shall coincide with the bi-weekly pay period. Overtime shall be paid based on hours worked beyond eighty (80) in a pay period.

Section 12.2. The Fire Chief shall be responsible for all scheduling, except that bargaining unit shift 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. Any day off with pay shall be considered a work day.

Section 12.4. Employees shall have an eight o'clock in the morning (8:00 a.m.) start time.

Section 12.5. The Employer may change an employee's shift upon one (1) month's notice.

Section 12.6. The current 24/48 hour work schedule shall be maintained for shift employees. The 40 hour week Lieutenant may, dependent upon scheduled activities and with the agreement of the Fire Chief, work adjusted hours to achieve forty (40) hour per week.

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40 hour Lieutenant position

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### **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 regular shift firefighter's overtime rate shall equal the firefighter's annual salary divided by two thousand five hundred eighty-nine and six-tenths (2,589.6) hours per year and multiplied by one and one-half (1.5). Overtime shall be paid on hours worked beyond one hundred ninety-two (192) hours in a twenty-seven (27) day cycle.

Overtime for the 40 hour Lieutenant shall be paid based on hours worked beyond eighty (80) in a pay period and overtime compensation shall be based upon the annual salary divided by two thousand eighty (2080) hours and multiplied by one and one-half (1.5).

The forty (40) hour Lieutenant shall not be used in the overtime rotation as set forth in section 13.2.

**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 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 most senior full-time firefighter (on cell phone) on the seniority 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 firefighter's 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.

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**ARTICLE 24**  
**WAGES**

**Section 24.1.** Wages increases will be implemented in accord with the following schedule:

April 20, 2015	2.0%
January 1, 2016	2.0%
January 1, 2017	2.0%

**Section 24.2.** An employee hired in the classification of Fire/Medic who is not certified as an EMT-P (“paramedic”) shall be designated as “In Training” while enrolled in a certified paramedic training program approved by the Village and will be compensated at the “In Training” rate identified in Section 24.4 until he or she is certified as a paramedic. Upon receiving certification as a paramedic, the employee will be compensated at the “9 months” rate identified in Section 24.4.

An employee who is certified as a paramedic at the time he or she is hired shall be compensated at the “9 months” rate identified in Section 24.4 at the time of hire and shall have wage increases in accord with the schedule set forth in Section 24.4.

**Section 24.3.** Employees in the classification of Fire/Medic who are certified as paramedics shall receive stepped wage increases in accord with their months of service pursuant to the schedule set forth in Section 24.4. Such wage increases shall take effect during the first regular pay period following the completion of the number of months set forth for the step pay increase in Section 24.4.

**Section 24.4.** As a consequence of the annual wage increases identified in Section 24.1, the annual wages for each classification in the bargaining unit will be as follows:

A. April 20, 2015

<u>Fire/Medic</u>	<u>Annual</u>	<u>Hourly Rate</u>
In Training	\$43,394.45	\$16.76
9 months	\$48,472.79	\$18.72
18 months	\$56,108.76	\$21.67
27 months	\$58,214.44	\$22.48
36 months and over	\$64,273.81	\$24.82
<u>Lieutenant</u>	12% higher than the 36 month employee	
	\$71,986.67	\$27.80

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B. January 1, 2016

<u>Fire/Medic</u>	<u>Annual</u>	<u>Hourly Rate</u>
In Training	\$44,262.34	\$17.09
9 months	\$49,442.25	\$19.09
18 months	\$57,230.94	\$22.10
27 months	\$59,378.73	\$22.93
36 months and over	\$65,559.29	\$25.32
<u>Lieutenant</u>	12% higher than the 36 month employee	
Shift Lieutenant	\$73,426.40	\$28.35
40 hour Lieutenant	\$73,426.40	\$35.30

C. January 1, 2017

<u>Fire/Medic</u>	<u>Annual</u>	<u>Hourly Rate</u>
In Training	\$45,147.59	\$17.43
9 months	\$50,431.10	\$19.47
18 months	\$58,375.56	\$22.54
27 months	\$60,566.30	\$23.39
36 months and over	\$66,870.48	\$25.82
<u>Lieutenant</u>	12% higher than the 36 month employee	
Shift Lieutenant	\$74,894.94	\$28.92
40 hour Lieutenant	\$74,894.94	\$36.01

**ARTICLE 25**  
**VACATION****Section 25.1.** The following schedule shall apply for annual leave:

<u>Years of Service</u>	<u>Annual Leave in 24 Hr. Shifts</u> (Shift employees)	<u>Annual Leave in hours (weeks)</u> 40 hour per week employee
Less than 1	None	None
1 but less than 5	5.0	80 hours (2 weeks)
5 but less than 10	8.0	120 hours (3 weeks)

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10 but less than 20	10.0	160 hours (4 weeks)
20 or more	13.0	200 hours (5 weeks)

**Section 25.2.** Annual leaves shall be taken at such time as the Fire Chief directs subject to operational needs.

**Section 25.3.** Employees shall be able to bank up to one-half (1/2) of their vacation time annually, up to a maximum of twenty (20) weeks.

**Section 25.4.** Upon separation from employment, any and all unused or banked vacation time, up to twenty (20) weeks, shall be paid out in full to the employee.

**Section 25.5.** In case of the death of an employee, the value of any and all unused or banked vacation time, up to twenty (20) weeks, shall be paid to the spouse of the deceased; if there is no surviving spouse, then to the employee's estate.

**Section 25.6.** An employee may draw additional weeks from his/her vacation bank to add to a calendar year's earned vacation, but may draw no more than three (3) weeks additional time from the bank in one (1) calendar year.

**Section 25.7.** An employee who has reached twenty-five (25) years of continuous full-time service with the Employer shall have the option, upon written request to the Fire Chief, to be paid in cash for up to one hundred twenty (120) hours of accrued vacation time during any calendar year for shift employees, and up to ninety-six (96) hours of accrued vacation time during any calendar year for the forty (40) hour position. Eligibility for such payment begins in the calendar year in which the employee completes the required twenty-five (25) years of service.

**Section 25.8.** A record shall be maintained for each employee showing days earned, days used and the balance available for annual leave.

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**Section 25.9** A shift employee reassigned to the 40-hour position shall not suffer a loss or rescheduling of any vacation leave scheduled prior to the reassignment. Upon reassignment from shift to the 40-hour position, the employee's unscheduled vacation leave hours accrued at the shift employee rate, shall be credited in full to the employee for that year only. If the employee is reassigned to the 40-hour position prior to an anniversary that will entitle the employee to additional vacation leave for that year, the additional vacation leave shall be as set forth under the 40-hour position vacation leave schedule.

## **ARTICLE 28** **SICK LEAVE**

**Section 28.1.** Each shift 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. The forty (40) hour per week Lieutenant is entitled to paid sick leave for each month of service completed which shall be credited at the rate of four and sixty-two hundredths (4.62) 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 36, Funeral Leave. Unused sick leave shall be cumulative.

**Section 28.2.** Each full-time shift 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 five hundred ninety-seven and six tenths (597.6) hours at the time of retirement or death.

The forty (40) hour Lieutenant 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 four hundred eighty (480) hours at the time of retirement or death.

Such retirement shall be in accordance with the Ohio Police and Fire Pension Fund.

**Section 28.3.** The Fire Chief shall require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave. If sick leave is taken so that an employee might receive medical attention, a certification from a licensed practitioner, stating the nature of the illness or injury, may be required. Falsification of either the written signed statement or the practitioner's statement, and using sick leave for purposes other than illness, injury or expose to a contagious disease, shall be grounds for disciplinary action, including dismissal.

**Section 28.4.** A shift employee reassigned to the 40-hour Lieutenant position shall retain in his/her unused sick leave bank at the full value of the sick time hours credited as a shift employee.

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**ARTICLE 35**  
**PAID HOLIDAYS / PERSONAL DAYS**

**Section 35.1. Paid Holidays.** Each shift employee shall be entitled to one hundred and twenty (120) hours of paid holiday leave each year, scheduled with the approval of the Fire Chief.

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 35.2.** The forty (40) hour Lieutenant shall receive the following paid holidays annually:

- |                                   |                                  |
|-----------------------------------|----------------------------------|
| New Year's Day plus one extra day | Thanksgiving Day                 |
| Martin Luther King Day            | The Friday After Thanksgiving    |
| Memorial Day                      | Christmas Day plus one extra day |
| Independence Day                  |                                  |
| Labor Day                         |                                  |

The extra day in addition to New Year's Day and Christmas Day shall be a day prior to or after the designated holiday as determined by the Mayor.

Where one of the designated holidays falls on a Sunday, the following Monday shall be observed as the holiday. Should any of the designated holidays fall on a Saturday, the preceding Friday shall be observed as the holiday.

The pay due for a holiday will be equivalent to eight (8) hours pay. Should the forty (40) hour Lieutenant be required to work on a designated holiday, he will be granted one and one-half (1 1/2) times the hourly rate for hours worked on the holiday.

The forty hour Lieutenant qualifies for payment for a holiday only if he works the scheduled work day before and the scheduled work day after the holiday, except for absence due to vacation, approved sick leave or death in the family.

The forty (40) hour Lieutenant shall qualify for three (3) personal days (twenty four hours) annually, beginning the first day of January of each year. Personal days shall be paid at the regular rate of pay and shall be requested at least three (3) work days in advance for scheduling purposes. In cases of emergency or extenuating circumstances, the minimum notice requirement may be waived at the discretion of the Chief of Fire.

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Personal days may not be accrued from year to year. Any personal days not used by the 40-hour Lieutenant by the end of the calendar year, shall be paid at his/her regular rate of pay at that time.

**Section 35.3.** Any time not used by the end of the calendar year by shift employees 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 shift 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 his 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 shift employees separated from service due to illness, injury or death receive the full paid holiday leave for that year.

**Section 35.4.** A shift employee who actively works on one of the holidays set forth in Section 35.2 above shall be entitled to pay at one and one-half (1 1/2) times the hourly rate.

**Section 35.5.** In addition to the foregoing hours of paid holiday leave, each shift 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 shift 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.

## **ARTICLE 36** **FUNERAL LEAVE**

**Section 36.1.** An employee shall be granted time off with pay (not to be deducted from the employee's sick leave) for the purpose of attending funerals and related funeral duties as a result of the death of a member of the employee's immediate family.

**Section 36.2.** The shift employee shall be entitled to an immediate two (2) tours for each death in his/her immediate family. The forty (40) hour Lieutenant shall be entitled to up to three (3) work days off for each death in his/her immediate family to be scheduled with the Chief/designee.

**Section 36.3.** In addition, the employee shall be entitled to additional bereavement or other paid leave as necessary and approved by Fire Chief or the Fire Chief designee. Such additional leave will be charged against the employee's sick/vacation/holiday/compensatory/personal leave at the rate of one (1) hour leave for each hour of leave. The employee shall have the choice which type of leave to debit. In the event the employee's request for extra bereavement leave is granted, but the employee has no paid leave available from any source, the leave may be taken unpaid.

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**Section 36.4.** Immediate family, for purposes of this section, is defined as follows:

- |                    |                                   |
|--------------------|-----------------------------------|
| 1. Spouse          | 5. Daughter or Step Daughter      |
| 2. Brother         | 6. Parent or Grandparent          |
| 3. Sister          | 7. Grandchildren                  |
| 4. Son or Step Son | 8. Mother-in-law or Father-in-law |

**Section 36.5.** In addition, the employee shall be entitled to one (1) tour/work day off with pay (not to be deducted from the employee's sick leave) for the purpose of attending the funeral services of family members not included in the preceding paragraphs. For the purpose of this section, the term "family members" shall mean all blood relatives of the employee, plus the immediate family of the employee's spouse.

**Section 36.6.** If the death of a family member occurs while the employee is on duty, he shall be granted the balance of the tour of duty/work day off with pay, and it shall not be deducted from either sick leave or funeral leave. Such grant will be subject to the approval of the O.I.C. (Officer-in-Charge) and shall not be withheld unreasonably.

This Memorandum of Understanding will be effective upon execution and shall terminate December 31, 2017.

VILLAGE OF RICHFIELD

OHIO ASSOCIATION OF  
PROFESSIONAL FIREFIGHTERS,  
LOCAL 4410

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DATE: \_\_\_\_\_

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DATE: \_\_\_\_\_