

A RESOLUTION AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE RICHFIELD PROFESSIONAL FIREFIGHTERS, IAFF LOCAL 4410, FROM JANUARY 1, 2021 TO DECEMBER 31, 2023, AND DECLARING AN EMERGENCY.

WHEREAS, the terms of a collective bargaining agreement with representatives of the Richfield Professional Firefighters, IAFF Local 4410, from January 1, 2021 to December 31, 2023, have been determined to through agreement; and

WHEREAS, Council desires to authorize the Mayor and Finance Director to execute a collective bargaining agreement on behalf of the Village.

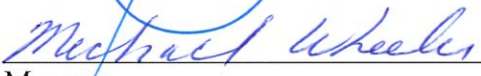
NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Richfield, County of Summit, State of Ohio that:

- SECTION 1. The Mayor and Finance Director 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, in accordance with the terms agreed upon, to be effective from January 1, 2021 to December 31, 2023, in accordance with the agreement attached hereto as Exhibit A and incorporated herein by reference.
- SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to adoption of this Resolution were adopted in an open meeting of this Council, and that the all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with legal requirements, including Section 121.22 of the Ohio Revised Code.
- SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the preservation of the public health, safety and welfare and for the further reason that it is necessary to authorize the agreement with the Richfield Professional Firefighters, IAFF Local 4410 at the earliest possible time; 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: 11-17-2020



President of Council



Mayor

Dated: 11/20/2020

ATTEST:


Clerk of Council

AGREEMENT

between

THE VILLAGE OF RICHFIELD

and the

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
LOCAL 4410**

**EFFECTIVE JANUARY 1, 2021
THROUGH
DECEMBER 31, 2023**

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AGREEMENT

This Agreement is made and entered into by and between The Village of Richfield, hereinafter referred to as “the Village” or “Employer,” and the International Association of Firefighters, Local 4410, hereinafter referred to as “Bargaining Unit” or “Union.”

ARTICLE 1 PURPOSE

The purpose of this Agreement is to achieve and maintain harmonious relations between the Employer and the bargaining unit, to provide the equitable and peaceful adjustment of differences which may arise, and to establish proper standards of wages, hours, and other conditions of employment.

ARTICLE 2 RECOGNITION

Section 2.1. For the duration of this Agreement, the Village hereby recognizes International Association of Firefighters, Local 4410, as the sole and exclusive bargaining representative for the purpose of collective bargaining on any and all matters related to wages, hours, and working conditions of all full-time fire/medics and full-time fire/medics holding the rank above fire/medic, and all other full-time employees of the Richfield Fire Departments performing emergency medical response, fire response, fire and EMS services, except as expressly excluded under Section 2.2.

Section 2.2. The categories of employees excluded from the bargaining unit are the Fire Chief, the Assistant Chief, and all part-time employees of the Fire Department.

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, military status, veteran’s status, genetic information, union affiliation, or disability.

The Village shall not interfere with, restrain or coerce employees in the exercise of their bargaining rights and/or the rights set forth in this Agreement. The Village shall not discriminate in regard to hire or tenure of employment or any term and condition of employment on the basis of the exercise of the employees’ bargaining rights and/or the rights set forth in this Agreement.

ARTICLE 4
MANAGEMENT RIGHTS

Section 4.1. Nothing in this Article shall be construed to restrict or to limit any management authority. The Village is not required to bargain on subjects reserved to the management and direction of this governmental unit, except as it affects wages, hours, and conditions of employment as noted in this Agreement. Unless otherwise modified by this Agreement, the parties shall be subject to all rights, protections, and obligations of the Village's and Fire Department's Work Rules. "Work Rules" include Personnel Policies and Procedures, Rules and Regulations, and Standard Operating Procedures.

Section 4.2. Except as limited by provisions of this Agreement, the management rights include, but are not limited to, the following rights:

1. To manage, direct and supervise employees, including the right to select, train, hire, including all appropriate pre-hire testing procedures, promote, transfer, demote, retain, assign, reassign, evaluate, retrain, layoff, discipline for just cause which includes reprimand, suspend, discharge, discipline, or termination for just cause;
2. To manage and determine the location, type and number of physical facilities, type of equipment, utilization of technology, functions, programs, products, service standards, and the work to be performed;
3. To determine the Village's goals, objectives, programs, services, and products and to utilize employees in a manner determined by the Village effectively and efficiently to meet those purposes;
4. To establish, administer and/or eliminate programs;
5. To determine the adequacy, size and composition of the work force and the department's organizational structure, including the right to layoff employees from duty; to promulgate, amend, and enforce reasonable work rules, policies, procedures and practices;
6. To require employees to use or refrain from using specified equipment, uniforms, and other tools of duty; to determine the assignment of work, assignment of work location, hours and/or shifts of work, and work schedules/rotations (including designation of off days);
7. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained and upon which each employee shall be evaluated;
8. To determine overtime, the scheduling and/or assignment of overtime and the amount of mandated overtime;

9. To determine the budget and uses thereof;
10. To maintain the security of records and other pertinent information;
11. To determine the location/assignment of equipment; to determine the Village's goals and mission;
12. To determine the conduct and performance expected of employees in an emergency situation;
13. To require training; and
14. To do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities, and authority, and in all respects to carry out the ordinary and customary functions of the Village in accordance with the provisions of this Agreement, except as modified or restricted by the terms of this Agreement.

Section 4.3. Supervisors may perform work customarily performed by employees within the bargaining unit, when there are no bargaining unit members readily available to perform required work. Supervisors shall be able to instruct employees in the bargaining unit as needed.

Section 4.4. In addition, unless otherwise restricted by an express term of this Agreement, all rights are exclusively reserved by the Village. Further, the exercise of any enumerated or reserved management rights shall not be subject to negotiation, during the term of this Agreement, either with respect to the decision or its effects.

Section 4.5. All of the rights, powers, authority, and functions the Village had prior to the negotiation of this Agreement are retained by the Village except as expressly abridged by a specific provision of this Agreement. The Village does not waive any of said rights, powers, authority, and functions or its right to exercise them in some other way not in conflict with a specific provision of this Agreement by not exercising the rights, powers, authority, and functions reserved to it, or by exercising them in a particular way.

ARTICLE 5 **NO STRIKE / NO LOCKOUT**

Section 5.1. The Village and the Union realize that the grievance procedure provided herein is an adequate means to provide for the orderly resolution of grievances. The parties, therefore, agree to the following:

1. The Union agrees that it, its officers, agents, and representatives will not authorize, instigate, cause, aid, condone, or participate in any strike, sympathy strike, work stoppage, or any other concerted activities which interrupt the operation or service of the Employer by its members during the life of this Agreement.

2. In all cases of strike, sympathy strike, slow down, walkout, or any unauthorized cession of work in violation of this Agreement, the Union shall undertake every reasonable means to induce any such bargaining unit member to return to his job, during such period of unauthorized stoppage of work mentioned above. It is specifically understood and agreed that the Employer, during such unauthorized work stoppage or job action, shall have the right to discipline.

Section 5.2. Lockout. The Employer agrees that it, its officers, agents, and representatives, individually or collectively, will not authorize, instigate, cause, aid or condone any lockout of members of the Union.

ARTICLE 6 **DUES DEDUCTION**

Section 6.1. As a bargaining agent, the Union is required to represent all employees in the Fire Department who are members of the bargaining unit fairly and equitably, regardless of their membership, or non-membership, in the IAFF.

Section 6.2. The Employer agrees to deduct regular IAFF membership dues bi-weekly from the pay of any employee who has completed sixty (60) days of service in the bargaining unit eligible for such upon receiving written authorization signed individually and voluntarily by the employee. The agreed-to signed payroll deduction form must be presented to the Employer by the Union representative. Upon receipt of the proper authorization, the Employer will deduct IAFF dues from each payroll check of each calendar month. Such dues will be remitted to the IAFF with thirty (30) days from the date of making said deduction.

Section 6.3. The parties agree that the Employer assumes no obligation financial or otherwise, arising out of the provisions of this Article regarding the deduction of IAFF dues. The IAFF hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the IAFF, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the IAFF.

Section 6.4. The Employer shall be relieved from making such individual "check off" deductions upon an employee's: (a) termination of employment; (b) transfer to a job not covered by the bargaining unit; (c) layoff from work; (d) written revocation of the check-off authorization in accordance with the terms of this Agreement; or (e) resignation by the employee from the IAFF.

Section 6.5. In the event a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.

Section 6.6. The Employer shall not be obligated to make dues deductions from any employee who, during any months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of dues.

Section 6.7. The IAFF shall notify the employee in writing of any increase in the current dues being deducted. Such increase of dues shall be deducted in the second pay period following notification of any increase in dues.

Section 6.8. If for any reason the Village fails to make a deduction for an employee as above provided, it shall make the deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to the attention of the Employer by the Union.

ARTICLE 7 **EDUCATION REIMBURSEMENT**

Section 7.1. The Village shall reimburse eligible full-time employees for the cost of college tuition pursuant to the following conditions:

1. Courses must be job-related and approved in advance by the Fire Chief and the Mayor.
2. Employees must remain employed with the Village of Richfield for at least two (2) years following receipt of reimbursement.
3. Employees must attain a grade of "C" or higher, or "pass" if a course is graded pass/fail.
4. The courses must be made available through an accredited college or university.
5. Employees must have successfully completed the initial probationary period.

Prior to any full-time employee registering for courses, the employee must meet with the Fire Chief and develop an IEP (Individual Educational Plan). This plan may be started with a college advisor from the institution that he or she is registering with and continue with the career path conversation with the Fire Chief. This will assure that both the employee/student and the Fire Chief have identified measurable and achievable goals for the employee's career path.

Section 7.2. Eligible full-time employees will be reimbursed 75% of the cost of up to two (2) courses per semester plus up to \$100 per class for required books and educational materials for courses where a grade of "B" or higher, or "pass" is attained. Reimbursement will be at 50% of the cost of the course, plus up to \$100 per class for required books and educational materials for courses where a grade of "C" is attained. The reimbursement amount for tuition will be based on the actual cost of the course, or current tuition rates of the University of Akron, whichever is less.

Section 7.3. In order to receive reimbursement, eligible full-time employees must present the Fire Chief with transcripts of course registration, course completion, grade(s), receipt(s) for paid

tuition, and receipt(s) for books and educational materials, if applicable. Reimbursement will occur within ninety (90) calendar days of receipt of all necessary documentation as set forth above.

Section 7.4. Employees are expected to utilize non-work time for class attendance and all related coursework.

Section 7.5. An employee who voluntarily terminates employment with the Village, or who is terminated for just cause, within the two (2) year period following receipt of tuition reimbursement, must reimburse the Village the amount paid for tuition, books, and educational materials.

ARTICLE 8 **BULLETIN BOARD SPACE**

Section 8.1. The Employer agrees to provide bulletin board space for use by the Union.

Section 8.2. All Union notices which appear on the bulletin board shall be posted and removed by a Union official in the bargaining unit and shall be related to items of interest to the members. Union notices related to the following limited matters might be posted:

- a. Union recreational and social affairs;
- b. Notice of Union meetings;
- c. Union appointments;
- d. Notice Union elections;
- e. Results of Union elections;
- f. Reports of standing committees and independent arms of the Union and notice and reports of affiliated Unions.

Section 8.3. The Employer retains the right to remove any offensive material from the bulletin board.

ARTICLE 9 **CONDUCTING UNION ACTIVITIES**

Section 9.1. The Union shall at all times keep the Mayor and the Chief advised in writing of the name of its officers and members of all committees authorized to act on behalf of the Union. Any changes in Union personnel are to be immediately forwarded to the above-mentioned individuals in writing.

Section 9.2. Union members who are working during a Union meeting may attend such meetings if the meeting is on station, but must be available to respond to any dispatched calls without delay. However, Union members who are working during Union meetings may not attend meetings held off station.

Section 9.3. The Union will notify the Chief of the time and date of the Union monthly meetings, and such meetings will be held within the Village of Richfield or Richfield Township.

Section 9.4. Three (3) members of the bargaining unit shall be entitled to attend all meetings between the Village and the Union for the purpose of contract negotiations. When such meetings take place at a time when a member is scheduled to work, the member shall be granted leave with pay for the period of time such negotiations are in session and one (1) hour prior to the starting time of a negotiating session. The members will only receive payment for the hours they would have worked on their regular schedule. Such attendance shall not interfere with the effective operation of the department, and any member scheduled to work shall be available to respond to any dispatched call without delay.

Section 9.5. The Union President and/or his designee may take forty-eight (48) hours of vacation, holiday, or compensatory time to attend conferences or seminars on behalf of the Union. Notification to the Chief shall be made thirty (30) days prior to the dates requested. Such requests will be approved unless staffing levels for the proposed time off fall below adequate staffing levels due to illness of other employees or previously approved vacation, holiday and/or compensatory leave. After such time off is approved, it shall not be cancelled by the Employer without a fourteen (14) calendar day notice. Vacation, holiday or compensatory time used for the purposes set forth herein shall be charged hour for hour.

ARTICLE 10 **DISCIPLINE**

Section 10.1. Just Cause. No form of disciplinary action will be taken against any nonprobationary employee except for just cause. This just cause standard does not apply to newly hired probationary employees who may be terminated any time during their probationary period without recourse.

Section 10.2. Progressive Discipline. The Employer will apply discipline in a corrective, progressive and uniform manner. Any discipline imposed will be based upon the nature of the violations and employee's record of previous disciplinary actions from his/her personnel file, and shall occur within fourteen (14) days of the event or fourteen (14) days of the predisciplinary conference, but no later than seventy-four (74) days from the event or the Employer's notice of the event. Progressive discipline shall take into account the nature of the violation and the employee's record of performance and conduct. In imposing discipline on a current charge, the Village will not consider any disciplinary suspensions which occurred more than three (3) years or non-suspension, written disciplinary actions which occurred more than two (2) years before the date of the events which form the basis of the current charge.

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 predisciplinary conference to afford the employee an opportunity to offer an explanation of the alleged conduct. The predisciplinary 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. Discipline is subject to the grievance/ arbitration procedure set forth in Article 11 of this Agreement.

Section 10.5. Administrative Leave. When the Employer determines that the facts require immediate action, the employee may be placed on paid administrative leave prior to a predisciplinary conference. In such case, the employee will be relieved from the active performance of regular duties without loss of pay until the predisciplinary conference is held and a decision is rendered regarding the allegation(s).

Section 10.6. Investigation – Criminal. Employees subject to criminal charges will be advised of their applicable legal rights before the commencement of investigation.

Section 10.7. Investigation – Non-Criminal. Employees subjected to investigation or interrogation with regard to internal matters (i.e., only non-criminal in nature) shall be entitled to the following procedural protections and basic rights:

- a. Full-time fire department personnel shall, if disciplinary action is expected, be notified of the investigation, the nature of the alleged violation, and further, be notified of the outcome of the investigation and the recommendations made to supervisors by the investigators.
- b. Questioning of full-time fire department personnel should be conducted at reasonable times, preferably while the employee is on duty when possible.
- c. Questioning of full-time fire department personnel should take place at the Village of Richfield Fire Department or at the place where the employee reports to work, unless the employee consents (in writing) to another location.
- d. Full-time fire department personnel under investigation are entitled to have counsel or any other individual of their choice present at the interrogation.
- e. Full-time fire department personnel are entitled to a hearing, written notification in advance of the date of the hearing, and access to transcripts and other relevant documents and evidence generated by the hearing. The employee shall also be entitled to be represented by counsel or another non-attorney representative at the hearing.
- f. Full-time fire department personnel cannot be subject to retaliation for the exercise of any rights protected under federal, state or local laws.

- g. Reasonable efforts consistent with applicable law shall be made to withhold the names of employee(s) under investigation and the extent of the disciplinary action until such time as the employee has been served with charges or exonerated.
- h. A copy of the charges against the employee will be delivered in writing upon request.
- i. There will be no press release until after the investigation and hearing is completed.

ARTICLE 11
GRIEVANCE AND ARBITRATION PROCEDURE

Section 11.1. The prompt presentation, adjustment and/or answering of grievances is desirable and in the interest of sound relations between employees and the Village. Each party has important responsibilities to protect and preserve the grievance procedure as an orderly means of resolving grievances. Accordingly, every employee shall have the right to present his/her grievance in accordance with the procedures herein, free from any interference, coercion, restraint, discrimination or reprisal. This procedure shall not be used, in any way, for the purpose of adding to, subtracting from or altering any of the provisions of this Agreement or matters not covered by this Agreement.

Section 11.2. Definitions. The following definitions shall apply to both the grievance procedure and the arbitration procedures described herein:

- a. Aggrieved Party – The “aggrieved party” shall be defined as only an employee or group of employees within the bargaining unit actually filing the grievance.
- b. Party of Interest – A “party of interest” shall be defined as any employee of the Employer named in the grievance that is not the aggrieved party.
- c. Day – A “day” as used in this procedure shall mean calendar days, excluding Saturdays, Sundays and holidays as provided for in this Agreement.
- d. Grievance – A “grievance” shall be defined as a dispute or controversy arising from the misapplication or misrepresentation of the specific and express written provision of this Agreement and disputes arising out of any disagreement pertaining to wages, discrimination, promotions or working conditions.

Section 11.3. Specific Rules and Guidelines. The following rules and guidelines shall apply to the processing of grievances through the grievance steps and arbitration:

- a. **Grievance Information.** All grievances shall be submitted in writing on forms provided by the Union and shall set forth the following information:
 - i. A statement of the grievance clearly indicating the question raised by the grievant;

- ii. The date and time the grievance occurred;
 - iii. The location where the grievance occurred;
 - iv. A description of the incident(s) giving rise to the grievance;
 - v. A section or sections of the Agreement relied upon or claimed to have been violated;
 - vi. A statement of the desired remedy or correction to solve the grievance;
 - vii. The name and signature of the grieved employee(s). Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several members in the same manner, one employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance.
- b. Time Limits. Time limits provided herein will be strictly adhered to. Any grievance not filed initially shall be deemed waived and void. When a grievance is properly filed, the Employer provides a reply, and the grievant fails to appeal to the next step or arbitration within the established time limit, the grievance shall be considered resolved based on management's last answer.
- If the Employer fails to reply within a specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement. Any grievant may withdraw a grievance at any point by submitting a written statement to that effect.
- c. Informal Resolution. Nothing contained herein shall be construed as limiting the right of any employee to discuss the matter informally, within the chain of command, commencing with the Fire Chief, and have said matter informally adjusted. In the event that any grievance is adjusted by informal intervention, pursuant to this section, such adjustment shall be binding upon the aggrieved party and shall, in all respect, be final. Said adjustment shall not create a precedent or ruling binding upon the Employer or employee in future proceedings.
- d. Miscellaneous. If a grievance affects a group of employees associated with an Employerwide controversy or is of an emergency nature, it may be submitted at Step 2. An employee who is suspended, reduced in pay or grade, or terminated for cause, may appeal such decision under the grievance procedure.

Section 11.4. Grievance Procedure. In furtherance of the goals stated in this section, and subject to the definitions and guidelines already established, the following procedure shall apply to the submission and consideration of grievances:

Step 1: An employee shall present his/her grievance in writing to the Fire Chief, or his designee, through the Union representative or personally within ten (10) days from the date of the alleged incident or the date the grievant should have known the incident occurred. The Fire Chief, or his designee, shall attempt to adjust the matter in a meeting with the aggrieved. This meeting shall take place within ten (10) days after the grievance is submitted. A Union representative may also be present at the meeting by request of the aggrieved. The Fire Chief shall give his answer in writing within ten (10) days after the meeting.

Step 2: If the aggrieved party is not satisfied with the written decision at the conclusion of Step 1, the employee may file a written appeal of the decision with the Safety Director, or his designee, within ten (10) working days from the date of rendering of the Fire Chief's decision, by submitting to the Safety Director, or his designee, the written grievance, all written responses, and a brief description of the reason the grievant is dissatisfied with the outcome of Step 1. The Safety Director, or his designee, shall convene a hearing within ten (10) days of receipt of the written appeal. The hearing will be held with the aggrieved party and his/her Union representative. Either party may, if they so desire, produce witnesses, if necessary, to provide information relevant to the rendering of a proper decision. The Safety Director, or his designee, shall issue a written decision to the Union's representative with a copy to the employee within ten (10) days from the date of the hearing.

Step 3. If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2, the employee may file a written appeal of the decision with the Mayor, or his designee, within ten (10) working days from the date of the rendering of the Safety Director's decision, by submitting to the Mayor, or his designee, the written grievance, all written responses, and a brief description of the reason the grievant is dissatisfied with the outcome of Step 2. The Mayor, or his designee, shall meet with those concerned within ten (10) days after receipt of the written appeal and attempt to resolve the matter, and shall respond in writing within ten (10) days following the meeting. If the Mayor is also serving as the Safety Director, this Step 3 shall be omitted and the grievance may be advanced from Step 2 to arbitration.

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, the Union shall submit a request to the American Arbitration Association (AAA) to submit a panel of 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. The arbitrator shall schedule a hearing within thirty (30) days at a time and place convenient to the parties.
- c. Jurisdiction. The arbitrator shall be expressly limited to the meaning, intent, or application of the provisions of this Agreement. He shall have no power to add to, detract from, or alter in any way the provisions of this Agreement. Further, the arbitrator may only address the issue addressed in the above grievance procedure, and shall have no authority to determine any other issue(s) not submitted to him.
- d. The arbitrator shall hold the necessary hearing promptly and issue his decision and award in writing within thirty (30) days from the date the record is closed. The written decision of the arbitrator shall be binding on both parties, subject only to judicial review as provided in Ohio Revised Code Chapter 2711.
- e. Cost – The fees and expenses of the arbitrator and arbitration proceedings shall be borne by the losing party. If the decision does not affirm the position of either party, the fees and expenses of the arbitrator and the arbitration proceedings will be split equally between the parties. However, all other expenses, including the calling of witnesses, representation, purchase of transcripts of proceedings, or the obtaining of depositions or any other similar expenses associated with such proceedings, shall be borne by the party incurring them.

Section 11.6. It is agreed that except as otherwise expressly provided in this Agreement, the grievance and arbitration provisions of this Agreement are the exclusive remedies for the resolution of grievances.

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. Employees shall be paid bi-weekly on every other Thursday. Overtime shall be paid to employees who

work in excess of their regularly scheduled work week. "Work hours" shall include all time worked or in paid status. Employees shall elect either to be paid for overtime at the rate of time and one half (1 ½) the individual's 49.8 hour rate, or given compensatory time off in the amount of one and one half (1 ½) hours of compensatory time for each hour worked in excess of the regularly scheduled work week.

- 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 forty (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.

ARTICLE 13 **OVERTIME**

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

A regular shift employee's overtime rate shall equal the employee'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 to employees who work in excess of their regularly scheduled work week. "Work hours" shall include all time worked or in paid status. Employees shall elect either to be paid for overtime at the rate of time and

one half (1 ½) the individual's 49.8 hour rate, or given compensatory time off in the amount of one and one half (1 ½) hours of compensatory time for each hour worked in excess of the regularly scheduled work week.

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.

ARTICLE 14 **COMPENSATORY TIME**

Section 14.1. Each employee may request to take overtime as paid compensation or compensatory time, subject to the 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 or because emergency conditions exist.

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

Section 14.3. Requests for compensatory time shall be made no later than forty-eight (48) hours prior to the date requested, and no earlier than six (6) months prior to the date requested, subject to approval of the Fire Chief. Should compensatory time be requested by two (2) employees at the same time to be taken at the same time, and the Fire Chief finds it appropriate to allow compensatory time to be taken at the time requested, seniority shall prevail. However, compensatory time will generally be granted on a first-come, first-served basis and an employee with greater seniority may not bump an employee with less seniority from a compensatory time leave slot approved by the Fire Chief before the employee with greater seniority makes his/her request.

Section 14.4. Compensatory time shall be charged in minimum units of one-half (1/2) hour.

Section 14.5. Upon the employee's request, accumulated compensatory time may be cashed-in and shall be paid within thirty (30) days of the employee's request.

ARTICLE 15 **TRAINING TIME**

Section 15.1. It shall be the responsibility of each employee to complete training and maintain certifications essential to comply with the job responsibilities assigned to the employee. Such training requirements are stated in the Department's Policies and Procedures. In the event of weeklong training, the employee's schedule may be changed to forty (40) hours.

Section 15.2. The Village shall provide an opportunity for required ongoing training at the fire station or reasonably convenient locations. If the opportunity is provided and an employee is unable to attend due to circumstances caused by the Village, the Village shall provide an alternate opportunity for the training in a timely manner.

Section 15.3. The Village may require employees to attend training sessions when the employees are off duty. Employees who attend required training sessions when off duty shall be compensated. Employees should be given thirty (30) days written notice prior to the training date, unless mutually agreed otherwise.

ARTICLE 16 **UNIFORM ALLOWANCE**

Section 16.1. The authorized uniform for bargaining unit employees is attached as an Appendix to this Agreement.

The Village reserves the right to change the required uniforms, safety equipment and the providers thereof. In the event the Village changes such uniforms, it shall be on January 1 of any year. If the cost of the changes exceed the yearly clothing allowance, employees shall have the appropriate number of years to implement the changes.

Section 16.2. Employees shall have a yearly clothing allowance of one thousand five-hundred (\$1,500.00) dollars administered accordingly:

Bargaining unit members shall receive one thousand (\$1,000.00) dollars in credit at an approved vendor and shall be paid five hundred (\$500.00) dollars by check in the second pay of January. Uniform items purchased shall be consistent with the authorized uniform identified in the Appendix of this Agreement.

Section 16.3. The Village shall furnish, and thereafter maintain at no cost to each bargaining unit employee the following turn-out gear: all required safety equipment, respiratory apparatus, gloves, helmets, boots, protective clothing, and other protective equipment. The Village shall replace turnout gear that is no longer serviceable at the discretion of the Fire Chief or Fire Chief designee.

Section 16.4. Whenever the uniform or personal property required to be worn and used by the employees of the fire department is damaged in the performance of his/her duty, and where there is no negligence on the part of the employee, it will be repaired or replaced by the Employer at the Employer's cost.

Section 16.5. All turn-out gear and related equipment, badges, patches, and other protective equipment uniforms purchased by the Village shall remain the property of the Village. Upon termination of employment, the employee shall return such uniform and equipment to the Village or reimburse the Village for the cost of its replacement.

ARTICLE 17 **LINE OF DUTY INJURY LEAVE**

Section 17.1. A full-time employee who is injured as a result of performing his/her duties within the scope of his/her work and is unable to work as a result of such injury shall be paid his/her regular compensation during the duration of such disability not to exceed six (6) calendar months from the date that such service-related disability was incurred. Such compensation shall be paid whether or not the member of the Fire Department has accumulated sick leave.

Section 17.2. An employee who is injured as a result of his/her duties and is unable to work as result of such injury shall be paid his/her regular compensation during the duration of such disability not to exceed one hundred and eighty (180) days. The employee will be charged the lesser of twenty-four (24) hours of accumulated sick leave, the total accumulated sick leave of the employee, or sick leave for the entire duration of the disability, whichever is applicable.

Section 17.3. Any employee who obtains a paid leave under this section shall file for Workers' Compensation and sign a waiver, assigning to the Village those sums of money (e.g., temporary total disability benefits) he or she would ordinarily receive as his/her weekly compensation as determined by law for those number of weeks he/she received benefits under this section.

Section 17.4. A certificate of the attending physician or surgeon certifying to the service-related disability and the cause thereof shall be filed with the Fire Chief or his designee before the last day of each month (or more often at the request of the Fire Chief) for which disability continues.

Section 17.5. As a condition of received disability leave, an employee shall submit to a medical examination by a medical professional chosen by the Village at any time. The Village may also require the employee to submit to medical examination(s) to clear the employee to return to work. The Village will pay for the aforementioned medical examinations.

ARTICLE 18 **LIGHT DUTY**

Section 18.1. In the event the employee's treating physician certifies that the injury/illness is such that he/she is incapable of performing his/her regular duties, but is capable of performing restricted duty ("light duty"), the Fire Chief or the Fire Chief's designee may assign light duty within the Fire Department to firefighters if light duty work is available. The assignment to light duty shall occur only on that firefighter's normal shift for a maximum of twelve (12) hours per shift, beginning no earlier than 0700 hrs., unless the Village and the firefighter otherwise agree. Firefighters will make reasonable efforts to avoid scheduling conflicting appointments on light duty shifts. The assigned transitional work shall be within the parameters set forth by the employee's physician of record. Light duty assignments are temporary and shall not exceed ninety (90) calendar days from the date the light duty assignment begins, but can be extended at the discretion of the Fire Chief or the Fire Chief's designee.

ARTICLE 19 **FITNESS FOR DUTY**

Section 19.1. Should the Village believe that reasonable cause exists that an active duty employee is not "fit for duty" the Village may place that employee on paid administrative leave pending completion of a Fitness for Duty medical examination ("FFD" exam) by an appropriately licensed physician.

- a. "Reasonable Cause" shall be based on objective observation(s) that the employee may not be fit to perform the essential job duties of his/her regular position or that he/she poses a danger to himself/herself or others. Personal opinions, mere suspicion, or suspicion based upon hearsay does not constitute reasonable cause.
- b. "Fit for duty" shall be defined as being physically and mentally able to perform all of the essential functions of his/her regular position, as described in the written job description for his/her position, with or without a reasonable accommodation such that the employee does not pose a danger to himself/herself or others in doing so. (Any material change to a position's written job description must be reasonable.)
- c. "Physician" shall be defined as a licensed doctor of medicine or osteopathy who has completed residency training in an accredited medical training program and/or is American

Boards of Medical Specialties (ABMS) or American Osteopathic Association (AOA) board certified or international equivalent; is recognized by the Ohio Police and Fire Pension Fund as an Evaluating Physician; and has familiarity with the Employer's fire services, including current job descriptions, physiological and psychological demands of firefighters, etc.

Section 19.2. The FFD examination will be performed by an appropriately licensed physician selected by the Village and paid for by the Village ("initial FFD examination"), and shall include the following:

- a. Prior to the initial FFD examination the Village will supply the examining physician with the current written job description for the employee's position and documentation of the objective observations that the employee may not be fit to perform the essential job duties of his/her regular position or that he/she poses a danger to himself/herself or others.
- b. Copies of all documentation provided to the physician shall be simultaneously provided to the employee subject to testing.
- c. Following the examination the physician shall provide the Village and the employee a written report detailing the physician's determination of the employee's ability to perform all of the essential functions of his or her regular position with or without a reasonable accommodation.
- d. The employee shall be entitled to copies of all examination results and all documentation associated with the examination.

Section 19.3. In the event the employee is found not fit for duty, he/she shall be placed on sick leave or other paid leave concurrent with FMLA to the extent that such is available. All leave benefits shall be restored to the employee if it is later determined under the provisions of this Article that the employee was in fact fit for duty.

Section 19.4. In the event the employee is found not fit for duty by the initial FFD examination, the employee shall have the right to undergo an FFD examination by a physician of the employee's choice (the "second FFD" examination) to contest the initial FFD determination.

- a. An employee who elects to undergo a second FFD examination must notify the Village in writing of the employee's intent to do so within ten (10) calendar days after receipt of the initial FFD written report.
- b. The second FFD examination shall be paid for by the employee.
- c. All documentation submitted to the physician conducting the initial FFD shall be submitted to the physician conducting the second FFD examination.

- d. To the extent possible, the second FFD examination should be completed within thirty (30) calendar days after the employee notifies the Village of his/her intent to undergo a second FFD examination. Within a reasonable time period thereafter a copy of the second FFD examination report and all associated documentation from the second FFD examination shall be provided to the employee and to the Village simultaneously.

Section 19.5. In the event the second FFD determination conflicts with the initial FFD determination, and the Village or the employee want a third-opinion regarding the employee's fitness for duty, the Village and the employee shall agree upon a third-party physician for a final determination of the employee's fitness for duty.

- a. The costs of the third-party physician evaluation shall be paid equally by the Village and the employee.
- b. The same information provided to the physicians conducting the first and second FFD examinations shall be provided to the third-party physician and shall be simultaneously shared with all parties.
- c. To the extent possible, the third FFD examination should be completed within thirty (30) calendar days after the third-party physician is notified of his/her selection to provide the final determination. Within a reasonable time period thereafter, the third-party physician's written report shall be provided to the Village and the employee simultaneously, and shall state the third-party physician's determination concerning the employee's fitness for duty.

Section 19.6. If the third-party physician determines the employee is fit for duty, the employee immediately shall be returned to his/her position and be made whole for any wages and/or benefits lost during the period the employee was on leave. If the third-party physician determines the employee is not fit for duty, the employee shall continue to utilize all leave available to him/her under the Agreement and to take the prescribed steps, if any, to return to fit for duty status. If the employee exhausts his/her available leave prior to being cleared to return to duty by the third-party physician, the Village reserves the right to terminate the employee. The employee may avail himself/herself of all available and applicable contractual leaves and/or FMLA leaves before being subject to termination.

Section 19.7. In the event the employee is determined to be temporarily or permanently unfit for duty and the Village terminates the employee, the employee may contest the suspension or termination by (1) filing a grievance under this Agreement's terms; or by (2) availing himself/herself of available state or federal administrative or court remedies. In the event an employee chooses to contest the Village's decision to temporarily suspend or terminate his/her employment by state or federal administrative/court remedies, the employee will be deemed to have waived his/her right to file a grievance contesting the suspension or termination under the terms of this Agreement.

ARTICLE 20
INSURANCE

Section 20.1. Cost Sharing.

Effective July 1, 2021, the participating employee will contribute thirteen and one-half percent (13.5%) of the cost of premiums for health insurance (exclusive of dental and vision coverages).

Effective July 1, 2022, the participating employee will contribute thirteen and one-half percent (13.5%) of the cost of premiums for health insurance (exclusive of dental and vision coverages).

Effective July 1, 2023, the participating employee will contribute thirteen and one-half percent (13.5%) of the cost of premiums for health insurance (exclusive of dental and vision coverages).

No earlier than ninety (90) calendar days and no later than forty-five (45) calendar days prior to July 1, 2023, either party may exercise the option to reopen contract negotiations with notice to the other party. The parties agree that the negotiations for this contract reopener shall be limited to proposals regarding premiums for health insurance for the period of July 1, 2023 to June 30, 2024. If the parties are unable to reach an agreement, the issue will be address through the Negotiation Procedure as established in Article 34.

Section 20.2. The Village shall establish and maintain an Insurance Committee ("Committee") of two (2) representatives from each of the Village's bargaining units and four (4) representatives of the Village. Each representative shall have one (1) vote. Only full-time employees of the Village that are enrolled in the Village's health care coverage may serve as representatives on the Committee. The Committee shall meet as necessary for the purpose of exploring cost saving measures and/or alternative health plans. The Committee shall make recommendations regarding health care coverage and such recommendations shall be implemented.

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.

The Committee shall have the authority to recommend alterations to the plan(s) and benefit levels and/or to recommend adjustments to coverage levels for the next plan year through a majority vote. Specifically, by majority vote, the Committee may recommend one of the following options:

- a. To keep the same coverage/benefit levels and pass on any cost increase consistent with the cost sharing provisions set forth in Section 20.1; or
- b. To change or alter the coverage/benefit levels to reduce or minimize the cost increase to be passed on; or
- c. To change or alter the coverage/benefit levels so that there is no increase in the cost of the plan(s).

A timely and valid recommended option of the Committee (A, B or C above) will be implemented by the Village. In the event of a dispute that the Committee's recommendation is timely and/or valid, in the event a majority vote is not reached within the Committee, or any other dispute involving the Committee's recommendation, the dispute shall be resolved by an Arbitrator. The Arbitrator shall be selected consistent with Article 11, Section 11.5(a), of this Agreement, and the arbitration shall be conducted in accordance with the American Arbitration Association's Expedited Labor Arbitration Procedures. The Arbitrator shall have the authority to order implementation of alterations to the plan(s) and benefit levels and/or to recommend adjustments to coverage levels for the next plan year. The Arbitrator's costs shall be split between the bargaining units (1/2) and the Village (1/2).

The Committee's majority-vote recommendation will be in compliance with the ACA regarding coverage levels and the applicable terms of this Agreement, and will be submitted to the Mayor in writing at least forty-five (45) calendar days prior to the end of the applicable plan year, except where the deadline is extended in conjunction with the Village's health care consultant/third party administrator and the plan provider, as applicable, and/or when the matter is submitted to an Arbitrator for resolution as indicated above.

Before any change in the health insurance plan and/or benefit levels is implemented per this Section, the Village shall distribute to all bargaining unit members a written explanation of the plan and/or benefit level adjustments, including, but not limited to the medical and prescription drug plan coverage's co-payment(s), deductible(s), maximum out-of-pocket costs, providers' enrollment periods, and regulations.

The Insurance Committee shall meet when called by the Village to consider revisions to the Village's plan in order to meet the goals set forth above. When meeting in such future years, the Insurance Committee and the Village shall continue to follow the procedures set forth above for recommending appropriate revisions to the Village's health care plan.

The insurance dental and vision coverages are to remain outside of the language contained in Section 20.2.

ARTICLE 21
PENSION PICK UP PLAN

The Village of Richfield shall “pick up” the employee's required contribution to the Police & Firemen's Disability and Pension Fund without additional cost to the Village and in accordance with applicable Internal Revenue service rulings and the Attorney General Opinions. The employee's contributions which are “picked up” by the Village shall be treated in the same manner as contributions made by the employees prior to the commencement of the “pick up” plan, and will, therefore, be included in the compensation of employees as set forth in this Agreement. For all other purposes, except for deferring state and federal taxes, the employee shall remain as he is currently placed on the wage scale.

ARTICLE 22
JURY LEAVE

An employee serving jury duty in any court of record shall be afforded paid leave and excused from all duties at his/her regular salary rate for each of the work days during the period of time so served.

ARTICLE 23
MILITARY LEAVE

Employees who serve in the U.S. military reserve are entitled to a leave from their respective duties pursuant to state and federal law.

ARTICLE 24
WAGES

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

| | |
|--------------------------------------|----------|
| Pay period including January 1, 2021 | 2.5% |
| Pay period including January 1, 2022 | 2.0% |
| Pay period including January 1, 2023 | REOPENER |

If the Village’s General Fund revenue collection for 2021 is down 15% or more from its 2020 revenue collection, the Village and the Union will meet to renegotiate the wage increase for 2022. If the parties are unable to reach an agreement, the issue will be address through the Negotiation Procedure as established in Article 34.

No earlier than ninety (90) calendar days and no later than forty-five (45) calendar days prior to January 1, 2023, either party may exercise the option to reopen contract negotiations with notice to

the other party. The parties agree that the negotiations for this contract reopener shall be limited to proposals regarding compensation and wages for the 2023 calendar year. If the parties are unable to reach an agreement, the issue will be address through the Negotiation Procedure as established in Article 34.

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:

| | 2.5% | | 2.0%* | | REOPENER | |
|-------------|---------------|--------------------|---------------|--------------------|---------------|--------------------|
| | 2021 | | 2022 | | 2023 | |
| Fire/Medic | <u>Annual</u> | <u>Hourly Rate</u> | <u>Annual</u> | <u>Hourly Rate</u> | <u>Annual</u> | <u>Hourly Rate</u> |
| In Training | \$49,956.04 | \$19.29 | \$50,955.16 | \$19.68 | | |
| 9 months | \$55,802.27 | \$21.55 | \$56,918.32 | \$21.98 | | |
| 18 months | \$64,592.86 | \$24.94 | \$65,884.71 | \$25.44 | | |

| | | | | | | |
|--------------------|--|---------|-------------|---------|--|--|
| 27 months | \$67,016.92 | \$25.88 | \$68,357.26 | \$26.40 | | |
| | | | | | | |
| 36 months and over | \$73,992.53 | \$28.58 | \$75,472.38 | \$29.15 | | |
| | | | | | | |
| Lieutenant | 12% higher than the 36 month Fire/Medic | | | | | |
| Shift Lieutenant | \$82,871.63 | \$32.00 | \$84,529.06 | \$32.64 | | |
| | | | | | | |
| 40 hour Lieutenant | \$82,871.63 | \$39.84 | \$84,529.06 | \$40.64 | | |

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> <u>40 hour per week employee</u> |
|--------------------------------|---|--|
| 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) |
| 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. Employees shall have the option to be paid for unused vacation time at the end of the anniversary year in which it is earned at the rate in effect in the year it is earned.

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

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 26 **SENIORITY**

Section 26.1. Seniority for a full-time employee shall mean the uninterrupted length of continuous service with the fire department.

- a. For full-time employees hired prior to January 1, 2015: Seniority shall be determined by the earliest date of the employee's continuous service as an employee of the Richfield Fire Department, whether that date is due to part-time or full-time employment.
- b. For full-time employees hired after January 1, 2015: Seniority shall be determined by the employee's hire date as a full-time employee of the Richfield Fire Department.

Section 26.2. Seniority shall be applicable to the following selection processes:

- a. Vacation/EDO selection
- b. Shift assignment
- c. Overtime
- d. OIC assignment

e. Layoffs

Section 26.3. An employee shall have no seniority during his/her probationary period, but, upon completion of the probationary period, seniority shall be retroactive to the date of hire, or rehire, as applicable.

Section 26.4. Seniority shall be terminated (interrupted) for the following reasons:

- a. Voluntary resignation;
- b. Discharge for just cause;
- c. Involuntary layoff or leave of absence exceeding thirty-six (36) months;
- d. Absence without notice for more than three (3) work days, unless due to circumstances beyond the employee's control;
- e. Failure to report to work when recalled from layoff within two (2) weeks from the date on which the employee receives notice to report to work (to the last known address as shown on the Village's records); or
- f. Failure to report to work within two (2) work days following the termination of any excused leave of absence, unless such time is extended in writing.

Section 26.5. If more than one (1) employee has the same seniority date, seniority shall be determined by the highest score on the written fire department pre-employment exam. If those scores still produce a tie, then seniority shall be determined by the last four (4) digits of each employee's Social Security number, with the lowest number having the greatest seniority.

Section 26.6. For the term of this Agreement, in the event that layoffs become necessary, the Village will make layoff selections in the following order:

- a. Probationary employees;
- b. Part-time employees;
- c. Lowest-ranking employees (based on seniority).

Section 26.7. In the absence of the full-time shift Lieutenant, and if no part-time officer is present, the most senior qualified full-time firefighter on duty, as determined by the Fire Chief, will assume charge of the shift. In such case, the Acting Lieutenant shall receive an additional twelve percent (12%) of his or her hourly or overtime rate of pay, as applicable, as Acting Lieutenant pay for hours worked as Acting Lieutenant.

ARTICLE 27
LAYOFFS AND RECALLS

Section 27.1. In the event layoffs are required, layoffs of bargaining unit members shall occur in reverse order of seniority.

Section 27.2. A member of the bargaining unit who is laid off shall be subject to recall from layoff for a period of three (3) years.

Section 27.3. A recall from layoff will be based upon seniority.

Section 27.4. (Temporary Recalls) If the department is in a layoff situation and the Employer needs to fill a temporary full-time vacancy (vacation, holidays, leave of absence), it will first ask any laid off, qualified, full-time employee to fill the vacancy in order of seniority. Thereafter, if no qualified full-time employee chooses to work the temporary vacancy, the Employer may fill the vacancy with a part-time employee. Part-time employees shall be laid off first consistent with Section 26.6.

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.

A newly hired shift employee will be advanced forty-eight (48) hours of sick leave for use, if necessary, within the first nine (9) months of employment. If the newly hired shift employee leaves the service of the Employer prior to completion of nine (9) months of service, the advanced sick leave will be reconciled and any shortage deducted from the final pay.

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.

ARTICLE 29 **FAMILY MEDICAL LEAVE**

Section 29.1. The Family and Medical Leave Act (FMLA) of 1993 permits certain unpaid, job protected leave of absences for certain specified family and medical reasons. The purpose of this policy is to set forth the conditions under which an employee may request such leave. To be eligible for these FMLA benefits, the employee must:

1. Have worked for the Village for at least twelve (12) months;
2. Have worked at least one thousand two hundred fifty (1,250) hours over the previous twelve (12) month period.

Section 29.2. An eligible employee may take up to twelve (12) weeks of unpaid leave during any twelve (12) month period for one or more of the following reasons:

1. For the birth, legal adoption, or foster care of a child;
2. To care for an immediate family member (spouse, child, or parent) with a serious or chronic health condition; or
3. To take medical leave when the employee is unable to work because of a serious or chronic health condition.

Spouses employed by the Village are jointly entitled to a combined total of twelve (12) work weeks of family leave for the birth, legal adoption, or foster care of a child and to care for a sick parent/parent-in-law with a serious health condition.

An employee seeking such extended leave shall make a request in writing, stating the dates for which leave is requested, and attaching medical documentation. All accrued sick, vacation and compensatory time must be exhausted and will be deducted from the twelve (12) weeks of family medical leave prior to a leave without pay.

This Article does not create any benefit for the employees beyond that which the Village is required to offer under the FMLA. If there are any conflicts between this Agreement and the FMLA (now and in the future), the FMLA will control.

ARTICLE 30
LABOR / MANAGEMENT MEETINGS

Section 30.1. In the interest of maintaining a harmonious labor/management relation, the Village and the Union will hold labor/management meetings when mutually feasible during the term of this Agreement upon request of either party, but not more than once per calendar quarter unless otherwise mutually agreed. The meeting shall be at a mutually agreed upon time, place, and date. The purpose of the meeting(s) shall be to discuss items of interest to the Village, the Union and its membership, including those items set forth in the next section, which are not recognizable under the grievance procedure. An agenda of the matters to be taken up at the meeting shall be submitted by either party at least forty-eight (48) hours in advance of such meeting and topic(s) discussed shall be confined to those included in the agenda. No more than four (4) representatives of the Village or the Union shall participate in any one joint labor/management committee meeting.

Section 30.2. The purpose of such meetings may include:

1. Discussing the administration of this Agreement.
2. Discussing the grievances which have not been processed beyond Step 3 of the grievance procedure, but only when such discussions are agreed upon by both parties.
3. Disseminating general information of interest to the parties.
4. Discussing ways to increase productivity and improve efficiency.
5. Considering and discussing health and safety matters relating to employees.

Labor/management meetings are not intended to be negotiation sessions to alter or amend the basic Agreement.

ARTICLE 31
PROMOTIONAL EXAMINATIONS

The Village shall create an objective test to be used in determining promotions which consists of both a written component and a verbal assessment. The Village may use an outside consultant to create and/or administer such test. The Village will present an overview of the testing criteria to the Labor Management Committee for comment.

ARTICLE 32
LONGEVITY COMPENSATION

Section 32.1. Employees shall receive additional compensation for a continuous period of time in service in accordance with the following schedule:

| <u>Years of Service</u> | <u>Compensation Per Month</u> |
|--------------------------------|--------------------------------------|
| 5 through 9 | \$4.00 |
| 10 through 14 | \$5.00 |
| 15 through 19 | \$6.00 |
| 20 through 24 | \$7.00 |
| 25 through 29 | \$8.00 |

Section 32.2. The total amount for additional compensation shall be due and payable on the regularly scheduled date of pay immediately after the anniversary date of employment.

Section 32.3. Notwithstanding any of the foregoing, the maximum annual additional compensation due and payable to any employee shall be not more than two thousand one hundred dollars (\$2,100).

Section 32.4. The length of service shall be computed on the basis of the employee's anniversary date.

ARTICLE 33
OBLIGATION TO NEGOTIATE

Section 33.1. The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 33.2. For the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated, to negotiate collectively with respect to any subject or matter referred to or covered in this Agreement.

ARTICLE 34
NEGOTIATION PROCEDURE

Section 34.1. At any time during the bargaining process, either side may request, in writing, the Federal Mediation and Conciliation Service to provide a mediator to assist the parties in reaching an agreement. The mediator shall have no power to impose a settlement on either party or to, in

any way, bind either part to an agreement on any issue. The party making the request shall serve the other party with a copy of the written request.

Section 34.2. The parties shall either mutually select an impartial arbitrator, or request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service. After receiving a list, the parties shall select an arbitrator by mutual strike. The arbitrator shall have the right to mediate between the parties until such time as he or she directs the parties to a hearing. Such hearing shall then be scheduled as quickly as possible after the date the arbitrator so orders. The Village and the Union shall equally share the cost of services of the arbitrator. The Village and the Union shall pay the cost of their own witnesses and presentation.

Section 34.3. The arbitrator will only have jurisdiction over the unresolved issues and other matters mutually agreed upon by the Village and the Union. The hearing shall be private and will be conducted pursuant to the American Arbitration Association's current rules of labor arbitrations. Not later than three (3) days before the hearing, the Village and the Union shall serve on the arbitrator and the opposing party a written report summarizing the unresolved issues and any other matter submitted to the arbitration, the party's final offer on the issues and the rationale for the position. If, after submission of the parties' reports, mediation efforts by the arbitrator result in a change of final offer, a party may, with the permission of the arbitrator, submit a revised written offer to the other party through the arbitrator. No change in offers shall be permitted after testimony and evidence is heard on the particular issue involved.

Section 34.4. After hearing the parties, the arbitrator shall resolve the dispute between the parties by selecting either of the party's final offers on an issue-by-issue basis, taking into consideration the following:

1. Past collectively bargain agreements, if any, between the parties;
2. Comparison of the issues submitted to binding arbitration relative to the employees in the bargaining unit involved with those issues related to other public and private employees doing comparable work, giving consideration to factors doing comparable peculiar to the area and classification involved;
3. Comparability of treatment between the employees in the bargaining unit in question and the Village's employees doing work comparable to that performed by bargaining unit employees, concerning the issues submitted to binding arbitration;
4. The interests and welfare of the public, the ability of the employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
5. The lawful authority of the Employer;
6. The stipulations of the parties; and

7. Such other factors, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of the issues submitted to binding arbitration through voluntary resolution procedures in the public service or in the private employment.

Section 34.5. The arbitrator shall make written findings of fact and promulgate a written opinion and award upon the issues presented to him or her, and upon the record made before him or her, and shall mail or otherwise deliver a true copy thereof to the parties.

Section 34.6. All awards of the arbitrator are subject to review by the Court of Common Pleas having jurisdiction over the public employer as provided in Chapter 2711 O.R.C.

Section 34.7. The award for the arbitration is final, conclusive and binding on the Employer and the Union, and it is a mandate to both parties to take the necessary steps to implement the award, unless the parties mutually agree to amend or modify the award.

ARTICLE 35
PAID HOLIDAYS / PERSONAL DAYS

Section 35.1. Paid Holidays. Each shift employee shall be entitled to one hundred and thirty-two (132) 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
Safety Forces Patriots Day (September 11th)
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 | Safety Forces Patriots Day (September 11 th) |
| Martin Luther King Day | Thanksgiving Day |
| Memorial Day | The Friday After Thanksgiving |
| Independence Day | Christmas Day plus one extra 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 (40) 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.

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. 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.

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

- | | |
|------------------------------|------------------------------------|
| 1. Spouse | 6. Parent or Grandparent |
| 2. Brother | 7. Grandchildren |
| 3. Sister | 8. Mother-in-law or Father-in-law |
| 4. Son or Step Son | 9. Brother-in-law or Sister-in-law |
| 5. Daughter or Step Daughter | |

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.

ARTICLE 37 **DURATION OF AGREEMENT**

This Agreement represents the complete agreement on all matters subject to bargaining between the Employer and Richfield Professional Firefighters Local 4410 and shall be effective from January 1, 2021. This Agreement shall remain in full force and effect until December 31, 2023.

VILLAGE OF RICHFIELD

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL 4410
