ORDINANCE NO.: 2026-01
INTRODUCED BY: Mayor Bodnar

AN EMERGENCY ORDINANCE RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN IAFF LOCAL 2619 AND MAYFIELD VILLAGE, OHIO

WHEREAS, representatives of Mayfield Village, Ohio and the International Association of Firefighters Local 2619 (IAFF), have been in negotiations with respect to a successor collective bargaining agreement which addresses all the terms and conditions of employment of those members described within the collective bargaining unit and who are members of the Mayfield Village Fire Department; and

WHEREAS, these negotiations have successfully resulted in a tentative agreement which has been ratified by the bargaining unit and is subject to ratification by the Council of Mayfield Village; and

WHEREAS, Council deems it necessary and in the best interest of the health, safety and welfare of all residents to ratify this agreement, and wishes to further authorize the execution of a contract with IAFF Local 2619.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:

SECTION 1. A successor collective bargaining agreement between Mayfield Village and IAFF Local 2619, in effect from January 1, 2026 until December 31, 2028, attached hereto and incorporated herein by reference, is hereby ratified.

SECTION 2. The Mayor and President of Council are authorized to execute the successor collective bargaining agreement and, therefore, the Director of Finance is authorized and directed to comply with all of the financial terms and conditions contained therein.

SECTION 3. The Council finds and determines that all formal actions of this Council relating to the adoption of this Ordinance have been taken at open meetings of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

SECTION 4. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of health, safety and welfare of the residents of Mayfield Village and for the further reason that it may go into effect as of and from January 1, 2026. It shall, therefore, take effect immediately upon passage by the affirmative vote of not less than five (5) members elected to Council and approval by the Mayor, or otherwise, at the earliest time allowed by law.

STEPHEN SCHUTT
Council President

First Reading: January 5, 2026

Second Reading: Suspended, 2026

Third Reading: Suspended, 2026

PASSED: January 5, 2026

Brenda T Bodnar
BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:

Diane A. Calta
DIANE A. CALTA, ESQ.
Director of Law

ATTEST: Mary E. Betsa
MARY E. BETSA, MMC
Clerk of Council

Agreement

Between

MAYFIELD VILLAGE, OHIO

AND

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 2619

Effective Jan 1, 2026 through Dec 31, 2028

TABLE OF CONTENTS

	Page
Article 1 – Preamble	1
Article 2 – Purpose	1
Article 3 – Recognition	1
Article 4 – Dues Deductions	2
Article 5 – Management Rights	2
Article 6 – No Strike/No Lockout	3
Article 7 – Non-Discrimination	4
Article 8 – Probationary Period & Promotioin	4
Article 9 – Labor-Management Committee	5
Article 10 – Health & Safety	6
Article 11 – Work Rules	6
Article 12 – Corrective Action	6
Article 13 – Personnel Files	8
Article 14 – Grievance Procedure	8
Article 15 – Union Business	12
Article 16 – Layoff and Recall	12
Article 17 – Seniority	13
Article 18 – Bulletin Board Space	14
Article 19 – Work Period and Workweek	14
Article 20 – Overtime	15

Page

Article 21 – Salary Schedule 16

Article 22 – Sick Leave 17

Article 23 – Funeral Leave 20

Article 24 – Injury Leave 20

Article 25 – Holidays 21

Article 26 – Longevity 22

Article 27 – Uniform Allowance 23

Article 28 – Vacation 24

Article 29 – Hospitalization and Medical Coverage 26

Article 30 – Shift Exchange 27

Article 31 – Selecting Time Off 27

Article 32 – Acting Shift Officer Compensation 28

Article 33 - Application 28

Article 34 – Obligation to Negotiate 28

Article 35 – Legislative Approval 28

Article 36 – Severability 29

Article 37 – Waiver in Case of Emergency 29

Article 38 – Total Agreement 29

Article 39 – Duration 30

Article 40 – Prevailing Rights 30

Article 41 – Negotiation Procedure 30

Article 42 – Execution 34

ARTICLE 1
PREAMBLE

Section 1.1. This Agreement is hereby entered into by and between Mayfield Village, hereinafter referred to as the "Employer," and Local #2619 of the International Association of Fire Fighters, hereinafter referred to as the "Union."

ARTICLE 2
PURPOSE

Section 2.1. In an effort to continue harmonious and cooperative relationships with its employees, and to ensure the orderly and uninterrupted efficient operation of government, the Employer and the Union now wish to enter into an agreement reached through collective bargaining, which will have for its purposes, among others the following:

1) To recognize the legitimate interest of the employees of the Village to participate through collective bargaining, in the determination of the terms and conditions of their employment.

2) To promote fair and reasonable working conditions, as long as it does not compromise Employer's rights.

3) To provide a basis for the adjustment of matters of mutual interest, by means of amicable discussions.

ARTICLE 3
RECOGNITION

Section 3.1. The Employer recognizes the Union (I.A.F.F. Local #2619) as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours, terms and conditions of employment for those employees in the bargaining unit.

Section 3.2. The term "bargaining unit" shall be defined as follows: all regular full-time employees of the Mayfield Village Fire Department in the following classifications:

1. Lieutenant
2. Firefighter

Section 3.3. The Fire Chief, Assistant Fire Chief/Fire Marshal, and part-time, seasonal and temporary employees are excluded from the bargaining unit. All positions and classifications not specifically stated herein as being included in the bargaining unit shall be excluded from the bargaining unit.

ARTICLE 4
DUES DEDUCTIONS

Section 4.1. Employees who do not become members of I.A.F.F. Local 2619 within thirty-one (31) days following the beginning of their employment may voluntarily consent to pay a fair share fee as a voluntary contribution toward administration of this agreement. Employees are not required to pay fair share fees unless they voluntarily consent to do so and I.A.F.F. Local 2619 shall provide the Employer with evidence that the employee voluntarily consents to pay fair share fees through payroll deduction.

Section 4.2. During the term of this Agreement, the Employer shall deduct regular monthly Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions. The dues deduction shall be made from the first paycheck of each month.

Section 4.3. A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer of the Union within fifteen (15) days from the date of making said deductions.

Section 4.4. The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the Union shall indemnify the Employer for any such liabilities that may arise.

ARTICLE 5
MANAGEMENT RIGHTS

Section 5.1. It is agreed that the Employer reserves all the customary rights, privileges, or authority of management, except as modified by the terms of this Agreement including, but not limited to, the following:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy, such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology and organizational structure;

2. Supervise, evaluate, or hire employees;

3. Maintain and improve the efficiency and effectiveness of governmental operations;

4. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;

5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;

6. Determine the adequacy of the work force;

7. Determine the overall mission of the Employer as a unit of government;

8. Effectively manage the work force; and

9. Take actions to carry out the mission of the public Employer as a governmental unit.

Section 5.2. The Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit, except as they affect wages, hours, terms, and other conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

ARTICLE 6
NO STRIKE/NO LOCKOUT

Section 6.1. The Union shall not, directly or indirectly, call sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate in, directly or indirectly, any strike, slowdown, job action, walk-out, concerted "sick" leave, work stoppage, sympathy strike, picketing or interference of any kind with any operation of the Employer. Furthermore, while on the Employer's premises, all lawful order of superior officers shall, at all times, be followed and immediately complied with.

Section 6.2. The Union and the Employer shall, at all times, cooperate in continuing operations in a normal manner and shall actively discourage any endeavor to prevent or terminate any violation of Section 6.1. In the event any violation of Section 6.1. occurs, the Union shall immediately notify all employees that a strike, job action, concerted sick leave, slowdown, picketing, work stoppage, or other interferences of any operations of the Employer is prohibited and is not in any way sanctioned, condoned, or approved by the Union. Furthermore, the Union shall immediately advise all employees to return to work or to end such interferences at once.

Section 6.3. In addition to any and all remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 6.1. of this Article are subject to discipline by the Employer. Disciplinary action taken in accordance with the provisions of this Article shall be subject to the grievance procedure contained herein, including the necessity of just cause being required prior to the Employer applying discipline.

Section 6.4. The Employer shall not lockout employees for the duration of this Agreement.

ARTICLE 7
NON-DISCRIMINATION

Section 7.1. Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, handicap or national origin. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Section 7.2. Where there is an alleged violation of the provisions of this Article that qualifies for appeal under the rules of the Equal Employment Opportunity Commission or the Ohio Civil Rights Commission, such matters may be appealable through the grievance procedure contained in this Agreement. The Employer, employee and his/her representative, however, shall meet in an effort to resolve the violation prior to the appeal to any outside agency.

Section 7.3. All references to employees in this Agreement designate both sexes and wherever the male gender is used, it shall be construed to include male and female employees.

Section 7.4. The Employer and the Union agree not to discriminate against any bargaining unit employee on the basis of membership, non-membership or position in the Union.

ARTICLE 8
PROBATIONARY PERIOD & PROMOTION

Section 8.1. All original full-time employees shall be required to successfully complete a probationary period of one (1) year, prior to their permanent appointment. Promotional appointments shall also be subject to a one (1) year probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer at the applicable rate (Class C for original appointments and Class B for promotional appointments).

Section 8.2. All original employees may be removed during their initial one-year probationary period. Promotional employees may be reverted back to their prior rank and classification during the promotional probationary period. In promotional probationary cases only, the employee will be provided a written notice of the reason(s) for the reversion during the one-year probationary period and will be scheduled for a conference with the Mayor or designee within ten (10) calendar days of the notice, at which time the employee will be provided an opportunity to respond to the notice of reversion. The Mayor or designee will make a final decision on reversion within seven (7) calendar days after the conference. A final decision on removal or reversion during the probationary period is not appealable through the grievance procedure contained herein.

Section 8.3. Promotions shall be filled from among persons in the ranks below the position to be filled, provided that there are two or more persons willing and qualified to take the examination, as determined by the Civil Service Commission.

ARTICLE 9
LABOR-MANAGEMENT COMMITTEE

Section 9.1. In the interest of sound labor-management relations, unless mutually agreed otherwise, once each calendar quarter and on a mutually agreeable day and time, the Mayor/Safety Director, Fire Chief and Council President or their designees shall meet with not more than three (3) representatives of the bargaining unit to discuss issues of mutual labor-management interest.

Section 9.2. Each party may furnish an agenda to the other party at least one (1) week in advance of scheduled meetings. The agenda, if provided by the Union, shall include the names of the bargaining unit representatives who will be attending. The purposes of such meeting shall be to:

1. Discuss the administration of this Agreement;
2. Notify the Union of changes made by the Fire Chief which affect the bargaining unit;
3. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussion is mutually agreed to by the parties;
4. Disseminate general information of interest to the parties;
5. Discuss ways to increase productivity and improvement of efficiency;
6. To consider and discuss health and safety matters relating to employees; and
7. All other matters agreed to between the Union and the Employer.

Section 9.3. It is further agreed that should special labor-management meetings be requested and mutually agreed upon, they shall be scheduled as soon after the request as is practical.

Section 9.4. The labor/management committee shall not be used to bypass the normal chain of command, unless the problems are unable to be solved at the departmental level, or have been previously addressed at the departmental level without any solution.

Section 9.5. There shall be a time limit not to exceed three (3) hours for said meetings. The parties may, by mutual consent, continue past the time limits established herein. The Union representatives attending the meeting will be paid their regular hourly rate of pay for the duration of the meeting.

Section 9.6. In the event a designee of the Fire Chief or Mayor is the subject of the labor/management committee meeting, only the Fire Chief or Mayor will be present at such meetings, provided, however, the Union advises the Chief or Mayor of the nature of the discussion.

ARTICLE 10
HEALTH AND SAFETY

Section 10.1. Safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts the responsibility to provide safe working conditions and establish safe working practices for its employees.

The employee(s) accepts the responsibility to maintain his tools, equipment and work area in a safe and proper manner and accepts the responsibility to follow all safety rules and safe working methods of the Employer.

Section 10.2. All unsafe working conditions must be reported by the employee in writing to the Fire Chief within twenty-four (24) hours time such unsafe working conditions become apparent.

The Fire Chief will investigate all written reports of unsafe working conditions and within twenty-four (24) hours attempt to correct any which are found. The Fire Chief shall be responsible for ensuring that all safety rules and safe working methods are followed by his employees.

The Fire Chief will notify the employee who alleges unsafe working conditions, in writing, of any corrections which have been made by his next regularly scheduled work shift.

ARTICLE 11
WORK RULES

Section 11.1 The Union recognizes that the Employer has the right to promulgate work rules, regulations, policies and procedures, to regulate the personal conduct of employees, and the conduct of the Employer's services and programs. This function shall be exercised in a manner consistent with the terms of this Agreement subject to the rights of the employees and/or the Union to process grievances by this Agreement.

Section 11.2. Whenever feasible, as determined by the Employer, at least forty-eight (48) hours advance written notification will be given of the implementation of any new or revised work rule, regulation, policy or procedure which affects members of the bargaining unit. The employer shall post a copy of the new or revised work rule, etc., and will forward a copy to the President of the Union.

ARTICLE 12
CORRECTIVE ACTION

Section 12.1. No employee shall be reduced in pay or position, suspended or removed except for just cause. Further, no form of disciplinary action will be taken against any employee except for just cause.

Section 12.2.

1. Discipline will be applied in a corrective, progressive and uniform manner.

2. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.

3. Whenever the Employer or its designee determines that there may be cause for an employee to be disciplined (suspended, reduced or discharged), a pre-disciplinary conference will be scheduled to give the employee the opportunity to offer an explanation of the alleged conduct. The pre-disciplinary conference procedure shall follow the following steps:

   A. The employee shall be provided with a written notice advising him/her of the nature of the charges and the date, time and location of the hearing. The employee shall be allowed representation, the cost of which shall be borne by the employee.

   B. The hearing shall be conducted before a "neutral" administrator, selected by the Employer, who is not involved in any of the events giving rise to the offense.

   C. Within five (5) calendar days after the hearing, the administrator shall provide the employee a written statement affirming or disaffirming the charges based on the relative strength of the evidence given at the hearing by the employee and the Employer.

   D. The affected employee(s) may elect to have a representative of the Union present at any such pre-disciplinary conference.

4. The Employer may engage in remedial counseling with an employee for allegations of improper conduct or rules violations. Said counseling may be in oral or written form, but shall not be considered a form of discipline nor shall it constitute a step in the application of corrective action.

Section 12.3. Following the conference, any employee receiving an order of suspension or dismissal may appeal such order at Step 3 of the grievance procedure within five (5) calendar days of receipt of the decision.

Section 12.4. Prior to the scheduled time of the conference, the employee may waive his/her right to such a conference by signing the "Waiver of Pre-Disciplinary Conference" form. An employee who waives his right to such a conference may not grieve the imposition of discipline in the matter in which the conference was scheduled.

Section 12.5. The Employer agrees all disciplinary procedures shall be carried out in private and in a business-like manner. However, testimony given at any disciplinary meeting and/or hearing does not violate this provision.

Section 12.6. Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters under the following timeframes:

Oral and written reprimands	12 months
Suspensions of less than 3 tours	18 months
Suspensions of 3 tours or more	30 months

ARTICLE 13
PERSONNEL FILES

Section 13.1. It is recognized by the parties that the Employer may establish regulations for the custody, use and preservation of the records, papers, books, documents and property pertaining to the Employer or its employees. Employees shall have access to their own individual personnel files for review of documents contained in said personnel file. An employee shall not have access to any other employee's personnel file. Employees shall have access to their individual personnel files for review in the following manner:

1. Requests for review must be in writing. Time and date for review is subject to the availability of the employee's personnel file. Such review shall not last longer than thirty (30) minutes.

2. All reviews shall be conducted during normal business hours.

3. Employees have the right to procure a copy of any and all articles in his personnel file, copies of which shall be provided by the Employer.

Employee personnel files shall include, but may not be limited to, individual employment data, payroll information, work time schedules, records of additions or deductions paid, application forms, records pertaining to hiring, promotion, demotion, transfer, layoff and termination.

Section 13.2. Nothing herein shall prevent the dissemination of impersonal statistical information.

Section 13.3. Should an employee dispute any of the contents of his or her personnel file, he or she may attach a written rebuttal to the disputed item for inclusion into the file within thirty (30) days of the date that the employee learns that the item was placed in his or her personnel file.

ARTICLE 14
GRIEVANCE PROCEDURE

Section 14.1. It is mutually understood that the prompt presentation, adjustment, and/or answering of grievances is desirable in the interest of sound relations between the Employer and the Union. The procedures specified in this Article are intended to provide a system for a fair, expeditious, and orderly adjustment of grievances of the employees who are Union members in the Fire Department.

Section 14.2. The term "grievance" shall mean an allegation by the bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement, including all disciplinary actions. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement or any matters not covered by this Agreement.

Section 14.3. All grievances must be processed at the proper step in order to be considered at the subsequent steps unless the parties agree otherwise in writing.

Section 14.4. Any employee may withdraw a grievance at any point by submitting, in writing, a statement to that effect or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not processed by the employee within the time limits provided shall be considered resolved based upon management's last answer.

Section 14.5. Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended by mutual consent of the parties.

Section 14.6. All written grievances must contain the following information to be considered:

1. aggrieved employee's name and signature;
2. aggrieved employee's classification;
3. date grievance was first discussed and name of supervisor;
4. date grievance is being filed in writing;
5. date and time grievance occurred;
6. where grievance occurred;
7. description of incident giving rise to the grievance;
8. specific articles and sections of the Agreement violated; and
9. desired remedy to resolve the grievance.

Section 14.7. A grievance, under this procedure, may be brought by any member of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a situation affecting more than one (1) member of the bargaining unit in a similar manner, one (1) member selected by such group will process the grievance.

Section 14.8. The time limit for initiating a grievance involving an allegation of an error or omission in pay begins on the date the paycheck which contains the alleged error or omission is received by the employee.

Section 14.9. Any grievance that originates from level above the first step of the grievance procedure may be submitted directly to the step from which it originates.

Section 14.10. The time limitations provided in the Article may be extended by written mutual agreement between the Employer and the Union.

Section 14.11. It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances with a minimum amount of interruption of the work schedule. Every responsible effort shall be made by the Employer and the Union to affect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

> **Step 1 — Informal Step:** An employee having a grievance will first bring that complaint verbally, within seven (7) calendar days of the incident giving rise to the grievance, or within seven (7) calendar days of his first knowledge of the action or event, (not to exceed thirty (30) calendar days from the date of the action or event), to the attention of the employee's immediate supervisor. The immediate supervisor, or his designee, shall, within three (3) calendar days, discuss the grievance with the employee and, within twenty-four (24) hours of their discussion, respond to the employee with an answer.
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> **STEP 2 — Fire Chief:** If the employee and the immediate supervisor are unable to resolve the problem at the informal step, the grievant may refer the grievance to the Fire Chief, or his designee, within five (5) calendar days after receiving the Informal Step reply. The Fire Chief shall have seven (7) calendar days in which to schedule a meeting with the aggrieved employee and his appropriate Union representative, if the former desires. The Fire Chief shall investigate and respond in writing, to the grievant and/or the appropriate Union representative within eight (8) calendar days following the meeting.
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> **STEP 3 - Mayor:** If the grievance is not satisfactorily settled in Step 2, the grievance shall be submitted to the Union Screening Committee. The Screening Committee will then review the merits of the grievance and decide, no later than ten (10) days after the Employer's Step 2 answer was issued, whether or not to recommend further appeal. Should the Committee decide not to pursue the grievance further, the grievant(s) shall be so informed, the grievance will be withdrawn from the grievance procedure, and the Committee's decision shall be final and binding. Should the Committee decide to process the grievance further, the Union may file an appeal with the Mayor within seven (7) days after the Screening Committee's decision. Such appeal shall be in writing, shall include a copy of the original grievance, and shall specify the reason why the grievant believes the Step 2 answer is in error. The Mayor shall have twenty (20) days in which to schedule a meeting with the grieved employee and the appropriate Union representative. Reasonable attempts will be made to hold this meeting in Mayfield Village. The Mayor shall investigate and respond to the grievant and appropriate representative within ten (10) days following the meeting.

STEP 4 - Arbitration: If the grievance is not satisfactorily settled in Step 3, the Union may submit the grievance to arbitration within ten (10) calendar days following the date the grievance was answered in Step 3. In the event the arbitration is not submitted within the time limits prescribed, the grievance shall be considered resolved based upon the Step 3 reply.

Section 14.12. The representatives of the parties (the Union and the Employer) shall schedule a prearbitration meeting to be held within fourteen (14) calendar days after notification of a request to arbitrate to begin the selection process. The parties shall attempt to settle the grievance and, if it cannot be settled, attempt to draft an agreed upon submission statement. If the parties are unable to agree upon a submission statement, but have agreed to proceed to arbitration over the underlying dispute, the arbitrator shall frame the issue or issues to be decided. At the pre-disciplinary meeting, the Employer's representative will notify the Union of any question of arbitrability and of its intent to raise the question at the arbitration hearing.

Section 14.13.

A. The parties will attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties will promptly request the American Arbitration Association to submit a list of seven (7) arbitrators. The parties shall alternately strike the names of the arbitrators until only one (1) name remains. Either party may once reject the list and request from the American Arbitration Association another list of seven (7) names. If there is a request for a second list, the party requesting the additional list shall bear the cost of said list.

B. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of specific articles or sections of this Agreement. The arbitrator's decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, or modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

C. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or suspension, the arbitrator shall limit any retroactive settlement to the date the grievance arose.

D. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. If raised, this will be the first question placed before the arbitrator. If the arbitrator determines the grievance is within the purview of

arbitrability, the grievance will be heard on its merits before the same arbitrator as part of the same hearing.

E. The decision of the arbitrator shall be final and binding upon the Union, the employee, and the Employer. Any cost involved in obtaining the initial list of arbitrators shall be equally divided between the Employer and the Union. All costs directly related to the services of the arbitrator shall be borne equally by the parties. Expenses of the witnesses shall be borne, if any, by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording or request a copy of any transcript.

ARTICLE 15
UNION BUSINESS

Section 15.1. The Employer agrees to allow non-employee Union representative(s) into the Employer's facilities during employees' hours. The representatives(s) shall be admitted to the Employer's facilities and sites for the purpose of processing grievances or attending meetings as permitted herein, providing advance notice is given to the Employer.

Section 15.2. The Union shall submit, in writing, the names of employees in the Union who act as Union stewards for the purposes of processing grievances in accordance with the grievance procedure contained herein. The Employer shall be notified within fourteen (14) days, in writing, of the change of any officer(s) of the Local Union. No employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written notification of that person's selection.

Section 15.3. The investigation and writing of grievances should be on non-duty time. If grievance hearings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing.

Section 15.4. The Union shall submit to the Fire Chief or his designee any and all requests to use Village property to conduct Union business. All requests must be in writing and submitted in advance of the scheduled meeting.

Section 15.5. Any member of the union shall be allowed time off with pay for meetings which shall be set by the Village and the Union, and for union sanctioned trainings and or conferences. The total amount of time off with pay for said meetings shall not exceed sixty (60) hours per calendar year for all of the Union representatives. The Union will be responsible for the costs of registration fees, travel and lodging, and associated costs for Union business. Hours paid for Union leave shall not be used in the calculation of overtime.

ARTICLE 16
LAYOFF AND RECALL

Section 16.1. Order of Layoff. Whenever it becomes necessary to lay off employees within the Fire Department, those persons who have been appointed last shall be first to be laid off from the

Department, providing that all seasonal, part-time and part-time permanent members of the Fire Department are laid off first.

Section 16.2. Layoff List Required. A layoff list shall be established by the Secretary of the Civil Service Commission whenever anyone is laid off from the classified service. The last person laid off shall be the name at the top of the list for the Fire Department.

Section 16.3. Reappointment When Layoff Condition is Removed. When the conditions necessitating the layoff have been removed, a position shall be filled from the layoff list. The name placed on the list last shall be the first one used to fill the reappointment.

Section 16.4. Duration of Layoff Lists. An employee who was laid off under those rules shall be entitled to reappointment as provided for two (2) years from the effective date of layoff.

Section 16.5. Notification of Reappointment. No new employees shall be hired until all laid off employees have been given thirty (30) days written notice to return to work. They shall be notified by certified mail, return receipt requested, to their last known address. Persons on the layoff list shall be notified whenever there is a change of position on the list, or removal.

ARTICLE 17
SENIORITY

Section 17.1. Definition of Seniority. Seniority shall, for the purposes of this Agreement, be defined as an employee's length of continuous full-time service since his or her last date of hire within each job classification or rank. Seniority shall be determined between two employees by the higher rank. When two or more employees have the same rank, seniority shall be determined by the length of service within the job classification or rank.

Section 17.2. Determination of Seniority for Same Day Hires. Seniority shall be computed from the date of appointment. If more than one person is hired on the same date, then that person occupying the highest position on the Civil Service appointment list shall receive seniority preference.

Section 17.3. Termination of Seniority. Seniority and the employment relationship shall be terminated when an employee:

1. quits; or
2. is discharged for just cause; or
3. is absent for three (3) consecutive working days without notifying the Employer or without good cause; or
4. is laid off and fails to report for work within thirty (30) working days after having been recalled; or

5. does not report for work within three (3) days after the termination of an authorized leave of absence unless such absence is approved or leave is extended by the Village; or

6. is laid off for a period in excess of two (2) years; or

7. retires, or is retired.

Section 17.4. Seniority Roster. The Village shall maintain and keep current a seniority roster noting date of hire, current rate of pay, current position by job title and/or classification. The seniority roster shall be made available to the Union representative at all times.

Section 17.5. Frozen Seniority. The seniority of any employee, while on an approved unpaid leave of absence under any Civil Service Commission Rules, shall be frozen and shall not accrue for any purpose during such unpaid leave. The accrual of seniority shall resume when the employee returns to active paid status. This provision shall prevail notwithstanding any conflicting Civil Service Rule provision.

ARTICLE 18
BULLETIN BOARD SPACE

Section 18.1. The Employer agrees to provide exclusive bulletin board space in the Fire Department for use by the Union.

Section 18.2. All Union notices of any kind posted on the bulletin board shall be signed, dated, posted or removed by the Union official.

Section 18.3. Non-union, political, obscene or insulting material shall not be posted.

Section 18.4. Upon the request of the Employer's designee, the Union shall cause the immediate removal of any material posted in violation of this Article.

ARTICLE 19
WORK PERIOD AND WORKWEEK

Section 19.1. A work period is hereby determined to be a period of time for record-keeping purposes to be used for the determination of overtime for the Fire Department of the Village and shall consist of fourteen (14) days, averaging one hundred (100) regularly scheduled hours. Beginning January 1, 2027, the work period for determination of overtime shall consist of fourteen (14) days, averaging ninety-six (96) regularly scheduled hours.

Commencing January 1, 2011, those employees scheduled in accordance with the three (3) platoon shift shall work an average fifty (50) hour workweek. This shall be worked as twenty-four (24) hours on duty and forty-eight (48) hours off duty. One day without pay (Kelly Day) will be scheduled off every twenty-eight (28) day work period to attain the fifty (50) hour workweek.

Commencing January 1, 2027, those employees scheduled in accordance with the three (3) platoon shift shall work an average forty-eight (48) hour workweek. This shall be worked as twenty-four (24) hours on duty and forty-eight (48) hours off duty. One day without pay (Kelly Day) will be scheduled off every twenty-one (21) day work period to attain the forty-eight (48) hour workweek.

Section 19.2. In the event that an employee is required to attend training that exceeds five days in length, the employee will observe a forty (40) hour work week and his or her hourly rate and the accrual of benefits will be adjusted accordingly for the time period that he or she is on that schedule.

ARTICLE 20
OVERTIME

Section 20.1. Overtime shall be paid when it is earned at one and one-half ($1^{1/2}$) times the hourly wage as calculated taking annual base salary, adding longevity, the paramedic stipend, Hillcrest Technical Rescue Team stipend and education benefit and dividing by two thousand six hundred (2,600) hours. Overtime shall be taken as monetary payment on such basis for any hours worked in excess of regularly scheduled hours as set forth in Section 19.1 in any work period. Vacation, holidays and optional holidays used during any portion of the work week shall be counted for the purpose of determining the existence of overtime worked during that period. Sick leave, bereavement leave and time paid for any union business per Section 15 of this contract will not be counted as hours worked toward the calculation of overtime. For the purpose of calculating overtime in a week that sick hours are used, only the excess hours worked for that week shall be calculated by dividing the base rate plus longevity by two thousand, six hundred (2,600) hours and multiplying by one. Beginning January 1, 2027, the overtime calculation shall be adjusted to two thousand four hundred ninety-six (2,496) hours to reflect the 48-hour workweek.

Section 20.2. Any time an employee is representing the Village in a legal matter as a court witness or in a deposition, he or she shall be compensated at the employee's regular rate of time if such court appearance is during the employee's regularly scheduled tour of duty. If the employee is required to represent the Village at a time other than his or her regular tour of duty and the employee and the Village are not able to reschedule the employee's appearance during his regularly scheduled tour of duty, then the Village will compensate the employee at his or her appropriate rate of pay for such time. All compensation paid, by the court, to the employee shall be turned over to the Finance Department.

Section 20.3. All full-time employees, shall, at their election, be able to accrue compensatory time at one and one-half (1-1/2) times the number of overtime hours worked in lieu of cash payment at the same rate that overtime would have been calculated (time and one-half vs. straight overtime), up to a maximum of one hundred sixty-eight (168) hours. In the event an employee works overtime when his or her "compensatory time bank" is at one hundred sixty-eight (168) hours, he or she shall be paid cash for such overtime. Employees will be required to cash out all accrued hours of compensatory time in excess of one hundred twenty (120) hours at the end of each calendar year with the option to cash out all accrued hours. Any compensatory time remaining will be cashed out upon the employee's separation from employment.

Section 20.4. Prior to the use of any compensatory time, employees must obtain authorization from the Fire Chief or acting officer in charge. All requests to use compensatory time must be made at least twelve (12) hours in advance. When a request for compensatory time is received by the Department, the Chief or officer in charge will review the schedule and, if there is a sufficient number of employees that can be scheduled to work on that date, the request will be granted. If the request will generate overtime at the time of approval, then the compensatory time bank of the employee using compensatory time will be deducted at 1.5 hours for every hour used. All requests to use compensatory time will be granted on a first-come, first-served basis.

ARTICLE 21
SALARY SCHEDULE

Section 21.1. Effective January 1, 2026, the following salary schedule shall be applied to all members of the bargaining unit covered by this Agreement:

	2026 (+4%)	2027 (+3%)	2028 (+3%)
Fire Lieutenant			
Class A--Second Year	$113,006.40	$116,396.59	$119,888.49
Class B --Probationary	$106,330.64	$109,520.56	$112,806.18
Full-Time Firefighter			
Class A--Third Year	$101,351.12	$104,391.65	$107,523.40
Class B--Second Year	$90,345.84	$93,056.22	$95,847.90
Class C--Probationary	$79,345.76	$81,726.13	$84,177.92

Section 21.2. Wages for 2026, 2027 and 2028 shall be in effect on January 1 of each year.

Section 21.3. For responses to shift or general recalls, or any other emergency or manpower call-in sanctioned in accordance with Mayfield Village Fire Department Rules and Regulations, Standard Operating Procedures, and or Standard Operating Guidelines, responding members shall receive a minimum pay of two (2) hours at his or her appropriate rate of compensation for such hours, provided that the responding member arrives to the station within thirty (30) minutes of the official call-in time recorded in dispatch. In instances of responses prior to the beginning of an individual's assigned shift, the individual may sign a call-in sheet if the official call-in time is greater than or equal to thirty (30) minutes prior to the beginning of their assigned shift time. If any assistance is rendered by the member within the thirty-minute period prior to the beginning time of the shift, the member may sign in early for the shift and be compensated accordingly. For shift or general recalls, or any other emergency or manpower call-in lasting longer than two hours, the Fire Chief may permit exceptions to the thirty-minute response time.

Section 21.4. All members of the bargaining unit certified as paramedics shall be paid a yearly premium of Three thousand, one hundred fifty and 00/100 dollars ($3,150.00) for the term of this agreement. The premium shall be paid in monthly installments over the calendar year.

Section 21.5. All employees, covered under this contract, who have earned an Associate Degree relating to the field of their employment, shall be entitled to additional compensation equal to two percent (2%) of their base pay. All employees, covered under this contract, who have earned a Bachelor's Degree relating to the field of their employment, shall receive additional compensation equal to four percent (4%) of their base pay. All employees, covered under this contract, who have earned a Master's Degree relating to the field of their employment, shall be entitled to additional compensation equal to six percent (6%) of their base pay. This benefit shall be paid in two (2) installments, during January and July.

Section 21.6. Jury Duty, Travel, Conference and Other Expenses

1. Internal Revenue Service permissible payment as determined by the Finance Director per mile is hereby allowed to reimburse employees of the Village who are required to make trips on Village business in their own automobiles, other than transportation to and from work, and to be paid from the Treasury upon approval of the Mayor and the Director of Finance.

2. Any member of the Fire Department may attend, at the expense of the Village any conference or convention relating to their scope of employment, if authorized by the Department Head and the fiscal officer of the Village certifies that funds are appropriated and available for such purpose. Such person shall be reimbursed for lodging and shall be provided a Fifty dollar ($50.00) per diem for each day of travel requiring overnight accommodation and a Fifteen dollar ($15.00) per diem for the day of travel returning home.

3. All employees who are summoned to jury duty in the municipal, county or federal court system, must advise their chief, and or director, immediately upon receiving same. If the employee is scheduled to work during said scheduled jury duty, the employee will be paid his regular compensation for that time period. The employee will then reimburse the Village one hundred percent (100%) of all funds received from the court for said jury duty. An employee who finishes his jury duty early, during the course of his shift, should report for duty for the balance of his regular shift. Similarly, an employee will work as much of his or her shift as possible before jury duty taking into account reasonable travel time.

Section 21.7. Effective January 1, 2006, all employees of the bargaining unit who are hired after January 1, 2000 and appointed by the Fire Chief and Safety Director to serve on the Hillcrest Technical Rescue Team shall be paid a yearly premium of One Thousand Dollars ($1,000.00). The premium shall be paid in monthly installments over the calendar year.

ARTICLE 22
SICK LEAVE

Section 22.1. Crediting of Sick Leave. Fire Department employees, covered under this contract, shall earn 3.23 hours for every fifty (50) hours of service not to exceed one hundred sixty-eight (168) hours of sick leave annually.

Beginning January 1, 2027, Fire Department employees, covered under this contract, shall earn 2.76 hours for every forty-eight (48) hours of service not to exceed one hundred sixty-eight (168) hours of sick leave annually.

"Hours of service" as used in this section, includes overtime, vacations, holiday, sick leave and all other approved and paid leaves of absence from service. "Hours of service" does not include the additional compensation time allowed an employee who works a holiday or has their normal day off on a holiday.

Section 22.2., Retention of Sick Leave. An employee who transfers from another public agency to Mayfield Village, who has prior service with a public agency in Ohio, shall retain credit for any sick leave earned so long as he is employed by Mayfield Village, except that deduction shall be made for any payment or credit given by the previous agency in lieu of taking sick leave. The previously accumulated sick leave of an employee who has been separated from the public service shall be placed on his credit upon his re-employment with Mayfield Village, provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service.

Section 22.3. Charging of Sick Leave. Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work.

Section 22.4. Uses of Sick Leave. Sick leave shall be granted to an employee upon approval of the Employer for the following reasons:

1. Illness or injury to the employee;

2. Illness or injury of a member of the employee's immediate family where it is necessary for the employee to be absent from work;

3. Medical, dental, optical examination or treatment of the employee which cannot be scheduled during non-work hours;

4. If a member of the immediate family residing with the employee is infected with a contagious disease and, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others; and

5. Pregnancy and/or childbirth and other conditions related thereto.

Section 22.5. For the purpose of this Article, immediate family is defined to only include the employee's spouse, children, dependents who reside with the employee, parents, parents-in-law and individuals for whom the employee serves as legal guardian.

Section 22.6. Evidence Required for Sick Leave Usage. Employees may use sick leave with the approval of their department head for absence due to illness, injury, exposure to contagious disease and illness in the immediate family. At the discretion of the department head or the

Mayor/Safety Director, or anytime absence due to illness exceeds one tour, a statement certifying the nature of the illness from a licensed physician shall be required to justify the use of sick leave. Falsification of either a written statement or a physician's certificate shall be grounds for disciplinary action including dismissal. No sick leave may be granted upon or after retirement or termination of employment. Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action up to and including discharge.

Section 22.7. Notification by Employee. When an employee is unable to work, he/she shall notify the immediate supervisor or other designated person, no later than one (1) hour before the time he/she is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with the immediate supervisor.

Section 22.8. Physician Examination. After the use of three tours or more of sick leave in any twelve (12) month period, the Employer may require an employee to take an examination, conducted by a licensed physician or psychologist selected and paid for by the Employer. The purpose of the examination is to determine the employee's physical or mental capability to perform the duties of the employee's position. After the determination by the physician or psychologist, the employee may receive a second opinion by a doctor of his choice, and at the employee's cost. If found not qualified, the employee may be placed on sick leave or disability leave.

Section 22.9. If an employee is scheduled to work on a holiday enumerated in Article 25, and cannot work due to an illness or disability, that day shall be considered a holiday day off and shall not be counted or compensated as a sick day.

Section 22.10. Sick Leave Benefit. Employees covered under this contract who have an accumulation of twenty-one (21) tours of unused sick leave and who during a calendar year have not used any of the sick leave hours earned during that year shall be compensated at the end of the calendar year the equivalent of fifty (50) hours pay without having any hours deducted from accumulated but unused sick leave. Sick leave accumulation lawfully transferred from prior public employment shall be included for the purposes of this section. If under the foregoing circumstances, the employee has used any hours of sick leave, he shall be compensated at the end of the calendar year for the difference between fifty (50) hours and the total hours of sick leave used by the employee during the calendar year.

Beginning January 1, 2027, employees covered under this contract who have an accumulation of twenty-one (21) tours of unused sick leave and who during a calendar year have not used any of the sick leave hours earned during that year shall be compensated at the end of the calendar year the equivalent of forty-eight (48) hours pay without having any hours deducted from accumulated but unused sick leave. Sick leave accumulation lawfully transferred from prior public employment shall be included for the purposes of this section. If under the foregoing circumstances, the employee has used any hours of sick leave, he shall be compensated at the end of the calendar year for the difference between forty-eight (48) hours and the total hours of sick leave used by the employee during the calendar year.

Section 22.12. Upon retirement, death and/or voluntary termination, who have been employed by the Employer for ten (10) years or more, shall be entitled to receive credit and payment for

three-quarters (3/4) of their accumulated but unused sick leave not to exceed six hundred thirty-six (636) hours; all employees who have been employed by the Employer for twenty (20) years or more, shall be entitled to receive credit and payment for three-quarters (3/4) of their accumulated but unused sick leave not to exceed twelve hundred seventy-two (1,272) hours; and all employees who have been employed by the Employer for twenty-five (25) years or more, shall be entitled to receive credit and payment for all of their accumulated but unused sick leave not to exceed twelve hundred seventy-two (1,272) hours. For purposes of this Section, an employee shall be considered to have retired when such employee takes actions that are inconsistent with any reasonable intent to continue employment with the Employer.

Beginning January 1, 2027, upon retirement, death and/or voluntary termination, all employees who have been employed by the Employer for ten (10) years or more, shall be entitled to receive credit and payment for three-quarters (3/4) of their accumulated but unused sick leave not to exceed five hundred seventy-six (576) hours; all employees who have been employed by the Employer for twenty (20) years or more, shall be entitled to receive credit and payment for three-quarters (3/4) of their accumulated but unused sick leave not to exceed eight hundred sixty four (864) hours; and all employees who have been employed by the Employer for twenty-five (25) years or more, shall be entitled to receive credit and payment for all of their accumulated but unused sick leave not to exceed eleven hundred fifty-two (1,152) hours. For purposes of this Section, an employee shall be considered to have retired when such employee takes actions that are inconsistent with any reasonable intent to continue employment with the Employer.

ARTICLE 23
FUNERAL LEAVE

Section 23.1. All employees shall be granted time off with pay for the purposes of attending a funeral (2) tours of duty (48 hours) for each death in the immediate family. The employee(s) "immediate family" shall be defined as only including the employee's spouse, children, step-children, parents, step-parents, parents-in-law, brothers, sisters, grandparents, brothers/sisters-in-law. This time off will not be used in the calculation of overtime pay or regarded as hours worked in that pay period.

Section 23.2. In the event the death occurs during the employee's work day, he shall be granted the remaining portion of the day off with pay. Such time shall not be deducted from any of the employee's leave credits.

Section 23.3. In cases where more time off is desired than granted, the employee shall request, in advance, the use of his or her optional holiday or accrued vacation for such additional time.

ARTICLE 24
INJURY LEAVE

Section 24.1. When an employee becomes injured or disabled as a result of an event arising out of and in the course of bona fide fire/EMS work as determined by the Village, so as to be physically unfit for duty, the employee shall be granted injury leave with pay by the Village beginning with the first working day of such disability. In order to be eligible for injury leave, as

provided in this article, the employee must file a claim with Workers' Compensation and the employee's disability must be evidenced by a certificate of a physician who examined the employee. Paid injury leave shall not be granted to employees who incur injuries of a routine nature or to employees while in the employment of another person or entity.

Section 24.2. Injury leave shall not exceed ninety (90) consecutive calendar days after the beginning of the leave unless an extension is granted by the Employer. Said leave may be canceled at an earlier time as provided below:

When an employee is released by his physician to return to work;

At such time that the employee is declared capable of performing his normal duties by a physician appointed by the Employer;

If, prior to release for normal duties, it is determined by a physician that the employee is capable of performing limited work assignments, the employee shall immediately report for duty under the conditions set forth in the physician's certificate;

Any limited assignments of duties shall be reviewed each thirty (30) calendar days to determine if the employee is capable of resuming normal unlimited duties.

Section 24.3. The Employer shall have the right to require the employee to have a physical exam by a physician appointed by the Employer resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this Article. The designated physician's opinion shall govern whether the employee is actually disabled, but shall not govern whether the injury was duty related.

ARTICLE 25
HOLIDAYS

Section 25.1. The following ten (10) days shall be deemed to be holidays on the dates on which they are observed under the laws of the State of Ohio, unless otherwise designated by the Mayor: New Year's Day, Martin Luther King Jr. Day, Memorial Day, June 19 (Juneteenth), Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day.

Section 25.2. Compensation for Holidays Not Worked. If not required to work on paid holidays, the employee shall be entitled to receive seventeen (17) hours of pay at his or her regular rate of compensation on such holiday on which the employee has not worked, regardless of the day of the week on which it is observed.

Beginning January 1, 2027, if not required to work on paid holidays, the employee shall be entitled to receive six (6) hours of pay at his or her regular rate of compensation on such holiday on which the employee has not worked, regardless of the day of the week on which it is observed.

Section 25.3. Compensation for Holidays Worked. If a full-time employee works on one of the above designated holidays, the employee shall be compensated at the applicable overtime rate for each hour worked, and shall be given equal to the number of hours worked, the same time off, to be first approved by the department head. Holiday time off may be used until the end of the following calendar year and will be permitted to generate overtime. Holiday time off not used within the allotted time shall be cashed out in January of the following year at the rate at which it was earned. Employees with unused holiday time off as of January 1, 2020, may use it at the employee's discretion, in accordance with this Section, with no requirement that it be used within twelve (12) months and with the understanding that this unused holiday time is not eligible for cash out, except upon separation from employment.

Section 25.4. Compensation for Holiday during Vacation. If a full-time employee is on vacation during one of the above-designated holidays, that day shall be considered a holiday day off and shall not be counted or compensated as a vacation day.

Section 25.5. All full-time employees of the Union who work the majority of the shift on the holiday shall be compensated for the entire shift in accordance with the holiday pay provisions set forth hereinabove.

Section 25.6. In addition to those paid holidays authorized by this contract, each permanent full-time employee shall be entitled to twenty-four (24) hours as personal paid time off, to be used during the calendar year. Personal paid time off may be used for emergency purposes, may be used in increments as low as one hour, and may generate overtime.

Section 25.7. For the purposes of computing paid time off, any new permanent full-time employee hired on or after January 1st of each year shall be entitled to the following hours in their first year of employment:

	Optional Holiday Hours
January 1st through March 31st	24 hours
April 1st through June 30th	18 hours
July 1st through September 30th	12 hours
October 1st through December 31st	6 hours

Section 25.8. The scheduling of paid time off is subject to the approval of the Fire Chief.

ARTICLE 26
LONGEVITY

Section 26.1. "Years of Service" shall be defined as the total number of twelve (12) month periods of service completed on or before December 31st of each year. Each twelve (12) month period used

to compute years of service commences on the anniversary date of the employee's first date of employment and ends on the last day prior to the employee's next consecutive anniversary date.

Section 26.2. The only service that shall be used to compute longevity pay shall be years of service as a full-time employee of Mayfield Village.

Section 26.3. All full-time employees of the Municipality as of the date of passage hereof shall retain for the purposes of computing their longevity pay, the years of service credited to their employment with the Municipality, as currently appears on the personnel and payroll records of the Village. Longevity benefit will be paid after the first of December each year but no later than the first pay period of December. Each full-time member of the bargaining unit shall be entitled to longevity pay increases in accordance with the schedule provided below:

For Not Less Than	But Less Than	2026	2027	2028
5 years	6 years	$1,175.00	$1,175.00	$1,175.00
6 years	7 years	$1,225.00	$1,225.00	$1,225.00
7 years	8 years	$1,275.00	$1,275.00	$1,275.00
8 years	9 years	$1,325.00	$1,325.00	$1,325.00
9 years	10 years	$1,375.00	$1,375.00	$1,375.00
10 years	11 years	$1,425.00	$1,425.00	$1,425.00
11 years	12 years	$1,475.00	$1,475.00	$1,475.00
12 years	13 years	$1,525.00	$1,525.00	$1,525.00
13 years	14 years	$1,575.00	$1,575.00	$1,575.00
14 years	15 years	$1,625.00	$1,625.00	$1,625.00
15 years	16 years	$1,675.00	$1,675.00	$1,675.00
16 years	17 years	$1,725.00	$1,725.00	$1,725.00
17 years	18 years	$1,775.00	$1,775.00	$1,775.00
18 years	19 years	$1,825.00	$1,825.00	$1,825.00
19 years	20 years	$1,875.00	$1,875.00	$1,875.00
20 years	21 years	$1,925.00	$1,925.00	$1,925.00
21 years	22 years	$1,975.00	$1,975.00	$1,975.00
22 years	23 years	$2,025.00	$2,025.00	$2,025.00
23 years	24 years	$2,075.00	$2,075.00	$2,075.00
24 years	25 years	$2,125.00	$2,125.00	$2,125.00
25 years or more		$2,175.00	$2,175.00	$2,175.00

ARTICLE 27
UNIFORM ALLOWANCE

Section 27.1. All newly hired probationary employees shall receive, at the Employer's expense, all items as listed on the schedule on file with the Fire Chief and previously approved by the Mayor/Safety Director and Council. There shall not be additional uniform allowance during the first year of employment for newly hired employees.

Section 27.2. Commencing with the second (2nd) year of employment, and for the duration of

this agreement, all full-time employees of the Fire Department shall receive an annual uniform allowance in the amount of $1,500.00. The uniform allowance herein shall also be used for uniform maintenance by the employee. Amounts paid hereunder and per Section 27.3 below, shall be prorated for the time period between the employee's first anniversary date and December 31st of that year. Similarly, upon termination, an employee would be entitled to a prorated share of the uniform allowance.

Section 27.3. Whenever a uniform item is damaged or destroyed in the line of duty then that item shall be replaced out of the uniform allowance. However, subject to the recommendation of the Chief, the employee will be reimbursed for such items in addition to the uniform allowance. Whenever a uniform item is lost or destroyed by an employee in a manner not related to the performance of his duty, then that item shall be replaced at the cost of the employee subject to the recommendation of the Chief.

Section 27.4. Whenever different or additional uniforms are required due to promotion, the Municipality shall purchase those items for which receipted bills are presented together with an approval for payment from the Chief.

Section 27.5. All employees shall be compensated for their uniform allowance twice per calendar year. The first half of the annual allowance will be paid no later than June 30th of each calendar year and the second half of the annual allowance will be paid no later than December 31st of each calendar year. Both payments shall be in the form of a payroll check payable to each employee and will include appropriate deductions.

ARTICLE 28
VACATION

Section 28.1. Employees hired during the months January 1st through March 31st, shall be entitled to one hundred twenty (120) hours of vacation time; April 1st through June 30th, shall be entitled to ninety (90) hours of vacation time; July 1st through September 30th, shall be entitled to sixty (60) hours of vacation; and October 1st through December 31st, shall be entitled to thirty (30) hours of vacation. For the purpose of computing vacation time, all employees shall be considered to be in his/her second year of employment on January 1st of the year following the year of employment.

Section 28.2. All vacation time shall be credited to an employee on January 1st of each year and employees may take their vacation at any time within the calendar year, subject to the approval of the head of the department.

Section 28.3. In the event an employee voluntarily leaves his employment prior to December 31st of any year, or is on an approved, unpaid leave of absence during the calendar year, his vacation time for that year shall be prorated pursuant to the following formula:

$$\frac{\text{Accrued Vacation Days}}{365} \times \text{Number of Days of the year already passed} = \text{Vacation Days Earned}$$

In the event an employee is on an approved, unpaid leave of absence during the calendar year, the "Number of Days of the year already passed" in the above formula shall exclude the number of days of the unpaid leave of absence.

In the event an employee has already taken more vacation time than that to which he is entitled at the time he gives notice that he is voluntarily terminating his employment, Mayfield Village shall have the right to withhold all amounts otherwise owed the employee to the extent necessary to reimburse the Employer.

Section 28.4. Vacations shall not be cumulative, but must be taken within the year earned. Any vacation not taken within the year earned shall be forfeited unless specific permission to carryover vacation time is obtained, in writing from the Mayor. Vacation time approved for carryover is to be used in full by June 30th the following year or it is subject to forfeit. However, employees with unused vacation time of twenty-four (24) hours or less, may request that their balances be cashed out at the rate at which it was earned. Such payments will take place as soon as reasonably possible after the end of the year.

Section 28.5. Year of employment refers to the twelve (12) month period beginning January 1st and ending on December 31st.

Section 28.6. The vacation schedule for all permanent full-time employees shall be as follows:

In Year of Employment	Amount of Vacation Time Earned	In Year of Employment	Amount of Vacation Time Earned
1	As specified in Section 28.8		
2	120Hours	14	240 Hours
3	120 Hours	15	246 Hours
4	120 Hours	16	252 Hours
5	126 Hours	17	258 Hours
6	132 Hours	18	264 Hours
7	138 Hours	19	270 Hours
8	144 Hours	20	276 Hours
9	168 Hours	21	282 Hours
10	174 Hours	22	288 Hours
11	180 Hours	23	294 Hours
12	186 Hours	24	300 Hours
13	192 Hours	25+	312 Hours

Section 28.7. Beginning January 1, 2027, the vacation schedule for all permanent full-time employees shall be as follows:

In Year of Employment	Amount of Vacation Time Earned	In Year of Employment	Amount of Vacation Time Earned
1	As specified in Section 28.1		
2	120 Hours	14	240 Hours
3	120 Hours	15	240 Hours
4	120 Hours	16	252 Hours
5	120 Hours	17	252 Hours
6	132 Hours	18	264 Hours
7	132 Hours	19	264 Hours
8	144 Hours	20	276 Hours
9	168 Hours	21	276 Hours
10	168 Hours	22	288 Hours
11	180 Hours	23	288 Hours
12	180 Hours	24	288 Hours
13	192 Hours	25+	300 Hours

Section 28.8. "Year of Employment" as used in this Section pertaining to vacation schedules means years of employment with Mayfield Village only. However, any employee of Mayfield Village who has been previously employed in a full-time capacity by the State of Ohio or any of its political subdivisions, providing a letter of verification from the prior public employer is submitted within the first (1st) year of employment with the Village, is entitled to have such prior service counted as years of employment for the purpose of computing vacation time herein and shall be credited as such on January 1st after initial year of employment with the Village.

ARTICLE 29
HOSPITALIZATION AND MEDICAL COVERAGE

Section 29.1. All permanent full-time employees shall be eligible to participate in a group health care plan established by the Employer, which shall include medical, dental, vision, and prescription drug coverage. Such group plan may be provided through a self-insured plan or an outside provider, or a combination thereof. In each year of the contract, the Employer shall offer a base plan and may offer alternate plans.

Section 29.2. Health Care Plans. The plans currently being offered by the Employer are the Buckeye Ohio Risk Management Association Benefits Pool, Inc. (BORMA) Medical Mutual PPO–Standard Plans 2 and 3 and a high-deductible HSA funded at seventy-five percent (75%) by the Employer. Employee monthly premium contributions will be ten percent (10%) of the cost of the premium of the plan selected by the employee and will be made through payroll deduction.

Section 29.3. Dental and Vision Plans. The Employer will provide and pay the full premium for employees receiving dental and vision benefits.

Section 29.4. Health Care Task Force. The Employer will continue to utilize a Health Care Task Force comprised of appropriate representatives of the Village administration and Village employees, including representatives of FOP Lodge 57 and IAFF Local 2619. The Health Care Task Force will be expected to study the issues of health care and health care cost containment and formulate recommendations which will be considered by the Employer.

Section 29.5. Any permanent full-time employee, who is otherwise eligible to be covered under the group health care plan and who voluntarily withdraws from the above-referenced insurance coverage, shall be paid Four Hundred Fifty Dollars ($450.00) per month in lieu of employee plus dependent coverage and One Hundred Fifty Dollars ($150.00) per month in lieu of single coverage. These payments shall be made in equal quarterly installments. These payments will not be made to any person who is otherwise covered under the Employer's policy through a spouse or other family member. No payment can be made under this section until the employee provides proof to the Finance Director that he or she is covered under another health insurance policy.

Section 29.6. The Employer will provide and pay the full premium on a $50,000 term life insurance policy for each permanent full-time employee.

ARTICLE 30
SHIFT EXCHANGE

Section 30.1. Employees shall have the right to exchange shifts with the Fire Chief's permission, when the change does not interfere with the operation of the Fire Department and the number of paramedics on duty does not fall below three (3) and the resulting shift exchange does not result in the payment by the Village of overtime to any employees. Officers may exchange shifts with Officers and Firefighters may exchange shifts with Firefighters. Exchanges may be for the entire twenty-four (24) hour shift, or any part thereof, in minimum increments of four (4) hours.

Section 30.2. All requests for shift exchanges must be submitted in writing to the Fire Chief no later than twenty-four (24) hours in advance of the requested exchange. All requests must be signed by the person requesting the shift exchange and also include the name of the person responsible for covering the hours exchanged. If the employee responsible for covering the shift calls off, and that shift is filled by utilizing overtime hours, that employee's sick time bank shall be reduced by 1.5 hours for each hour of the shift, completing the shift exchange.

ARTICLE 31
SELECTING TIME OFF

Section 31.1. Full time firefighters shall submit their Kelly Days, Vacation Days and Holidays for approval by November 15 of each year, for the following year. Kelly Days shall be picked first, by date of full-time appointment with Mayfield Village, followed by Vacation Days and Holidays, which will also be picked by date of full-time appointment with Mayfield Village. The selection of all time off will be accomplished through a three-tiered schedule which divides time off by three and permits three rounds of selection by employees.

ARTICLE 32
ACTING SHIFT OFFICER COMPENSATION

Section 32.1. One (1) hour of compensatory time will be granted to any full-time Firefighter required to serve as a Lieutenant for six (6) or more hours of a twelve (12) hour shift. If the compensatory bank is full, the Firefighter will receive one hour of straight time pay for six (6) or more hours of a twelve (12) hour shift worked as a Lieutenant.

ARTICLE 33
APPLICATION

Section 33.1. The Employer agrees that the provisions of this Agreement, along with all work rules and other appropriate regulations, will be administered on a fair and non-discriminatory basis and that such rules or regulations shall not be inconsistent with this Agreement.

ARTICLE 34
OBLIGATION TO NEGOTIATE

Section 34.1. 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 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 34.2. Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

Section 34.3. This Article shall not operate to prevent negotiations over any subject the parties may mutually agree to negotiate during the term of this Agreement.

ARTICLE 35
LEGISLATIVE APPROVAL

Section 35.1. It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.

ARTICLE 36
SEVERABILITY

Section 36.1. In the event any one or more provision(s) of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or governmental agency, that portion(s) shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect.

Section 36.2. If in the event any provision is so rendered invalid, upon written request of either party hereto, the Employer and the Union shall meet within thirty (30) days for the purpose of negotiating a satisfactory replacement for such provision.

Section 36.3. Any negotiated change must be reduced to writing and signed by both parties to be effective and incorporated into this Agreement.

ARTICLE 37
WAIVER IN CASE OF EMERGENCY

Section 37.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor of Mayfield Village, the federal or state legislature, such as acts of God, the following conditions of this Agreement shall automatically be suspended:

1. Time limits for Employer or Union replies on grievances; and

2. All work rules and/or agreements and practices relating to the assignment of all employees.

Section 37.2. Upon termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure and shall proceed from the point in the grievance procedure to which they (the grievance) had properly progressed.

Section 37.3. An emergency shall cease to exist upon the cessation of the event that gave rise to the declared state of emergency, but in any event after a period of no longer than ten (10) days' duration.

ARTICLE 38
TOTAL AGREEMENT

Section 38.1. This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer.

ARTICLE 39
DURATION

Section 39.1. This Agreement shall be effective January 1, 2026 and shall remain in full force and effect until December 31, 2028 unless otherwise terminated as provided herein. This Agreement shall continue from year to year beyond the original term hereof unless either party notifies the other in writing of its intent to amend, modify, or terminate the Agreement by certified U.S. mail not later than ninety (90) days nor earlier than one hundred twenty (120) days prior to the expiration date of the Agreement.

Section 39.2. If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to and no later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. Negotiations will commence as soon as practical thereafter.

ARTICLE 40
PREVAILING RIGHTS

Section 40.1 All rights, privileges and working conditions enjoyed by the employees at the present time which are not included in this Agreement shall remain unchanged unless by mutual consent of both the Village and the union.

ARTICLE 41
NEGOTIATION PROCEDURE

Section 41.1. The parties shall meet at a place and time mutually convenient as soon as practically possible after receipt of such notice in order to begin negotiations in good faith for a successor agreement, pursuant to the following guidelines:

A. Location of meetings

Meetings will be held on the premises of the Employer.

B. Dates and times of meetings

Sessions will be scheduled by mutual agreement on an as needed basis and will last for no more than three (3) hours in duration. If further meeting time is required following adjournment, nothing herein shall limit the parties from mutually consenting to schedule a limited agenda meeting immediately following the regularly scheduled meeting.

C. Bargaining committee make-up

The union team will consist of no more than three (3) participants. Union team members shall not suffer the loss of their straight time regular rate of pay for attendance with the employer's team in any negotiation session.

Either party may have up to one (1) additional individual appear at a session for the purpose of providing information that may aid the parties in their negotiations. Said additional person will be permitted to attend on a limited basis.

D. Chief Negotiator

There shall be only one (1) spokesperson (the Chief Negotiator) for each party, except that he may on occasion request one of his team members to address a specific issue or topic.

E. Written proposals and material

All written proposals or materials shall be submitted in sufficient quantity to provide copies for each member of the other party's bargaining team.

F. Agreements

1. Articles agreed to by the parties will be reduced to writing. duplicated, dated, and signed by the parties as a tentative agreement. When appropriate, the section of the article agreed to by parties will be reduced to writing, duplicated, dated and initialed by the parties as a tentative agreement on that section, pending tentative agreement of the complete Article.

2. Articles approved and agreed upon will be prepared in the final form by the Employer and duplicated with four (4) copies provided to the Union committee.

3. Tentative agreements shall bind the bargaining teams and preclude withdrawal or substitution of tentative agreements until exhaustion of the ratification process, unless a withdrawal or substitution is mutually agreed to by the parties.

4. Within seven (7) days of reaching final tentative agreement on all Articles, the union bargaining committee will present to the membership of the local union for ratification and the Employer will present to the Village Council.

5. Upon ratification by the Mayor and Village Council and the local Union, the bargaining committees will meet within seven (7) days to execute the Agreement by affixing signature of the parties.

G. Meeting notes

No recording or transcription shall be allowed during negotiation meetings and each party is responsible for taking its own meeting notes.

H. Meeting arrangement

The date and time of the next negotiating session shall, if possible be agreed upon prior to the close of each session.

I. Caucus

A caucus may be called at any time during the negotiations by the Chief Negotiators for either committee.

J. News Media

It is agreed that during the bargaining period neither party will issue a statement to the news media on an individual basis regarding topics of negotiations. If, in the normal conduct of negotiations such press release becomes necessary, the contents shall be mutually acceptable to all parties.

Section 41.2. At any time during the bargaining process, either side may request in writing, with or without a declaration of impasse, the Federal Mediation and Conciliation Service to provide a mediator to assist the parties in reaching agreement. The mediator shall have no power to impose a settlement on either party or to in any way bind either party to agreement on any issue. The party making the request shall serve the other party with a copy of the written request.

Section 41.3. In the event no agreement has been reached, approved and ratified prior to the expiration of the then-current agreement, either party may notify in writing the American Arbitration Association (AAA) of the intent to submit the unresolved issues to it to be resolved through binding arbitration. A copy shall also be served upon the other party. The request to arbitrate may be made jointly by the parties.

Any issues which have been agreed to by the Employer and the Union shall be submitted as a partial agreement to the union membership for approval/disapproval. If the Union approves the partial agreement, it shall notify the Employer in writing of such action. Thereafter, the Village Council will vote to accept or reject the agreed issues. After the arbitrator has entered his award, said award and the partial agreement shall constitute the entire Agreement between the Mayfield Village and the Union.

The arbitration hearing will be conducted by AAA in accordance with its rules and procedures. After AAA has received notice of the parties, it shall submit a list of arbitrators to each party and the arbitrator shall be chosen by the alternate strike method in accordance with the AAA's current rules within twenty (20) days of the request for arbitration. The hearing shall be held within forty-

five (45) days after the date the arbitrator is chosen. The Village and the Union shall equally share the cost of the services provided by AAA and the arbitrator. The Village and the Union shall pay the cost of their own witnesses and presentation.

Section 41.4. 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 AAA's current rules. 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 other matters submitted to the arbitrator, 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 the 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 41.5. After hearing the parties, the arbitrator shall resolve the dispute between the parties by selecting on an issue-by-issue basis from between either of the party's final offers, taking into consideration the following:

A. Past collectively bargained agreements, if any between the parties;

B. 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 particular to the area and classification involved;

C. 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.

D. 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;

E. The lawful authority of the employer;

F. The stipulations of the parties:

G. 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 private employment.

Section 41.6. The arbitrator shall make written findings of fact and promulgate a written opinion and award upon the issues presented to him and upon the record made before him and shall mail or otherwise deliver a true copy thereof to the parties.

Section 41.7. Increases in rates of compensation and other matters with cost implications awarded by the arbitrator will be effective at the end of the term of the preceding agreement.

Section 41.8. All awards of the arbitrator are subject to review by the Court of Common Pleas having jurisdiction over the public employers as provided in Chapter 2711 of the Ohio Revised Code.

Section 41.9. The award of the arbitrator 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 42
EXECUTION

Section 42.1. IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed this 5th day of January, 2026.

"Employer"	"Union"
MAYFIELD VILLAGE	**I.A.F.F. LOCAL 2619**
By: Brenda T Bodnar Brenda T. Bodnar, Mayor	By: Matthew Martin, President
By: Stephen Schutt, Council President	By: David Soriano, Vice-President
	By: Jeff Coll, Treasurer/Secretary