

ORDINANCE NO. 12, 2025

ACCEPTING AND APPROVING THE TERMS OF EMPLOYMENT AGREED UPON BY AND BETWEEN THE VILLAGE OF ST. BERNARD AND LOCAL NO. 450, ST. BERNARD FIRE FIGHTERS UNION, I.A.F.F., AND DECLARING AN EMERGENCY.

WHEREAS, the Village and the Fire Fighters Union have engaged in negotiations; and

WHEREAS, the parties have agreed to the Terms of Employment and reduced those terms to writing; and

WHEREAS, Chapter 4117, Ohio Revised Code, requires that the legislative body of the municipal corporation approve these Terms of Employment; now therefore

BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF ST. BERNARD, STATE OF OHIO:

Section 1. That the Terms of Employment between the Village of St. Bernard and Local No. 450, St. Bernard Fire Fighters Union, I.A.F.F., a copy of which are attached hereto, be and are hereby approved.

Section 2. That the wages, hours, terms, and conditions of employment as set forth in the Terms of Employment be effective as of the time and date set forth herein.

Section 3. This Ordinance is hereby declared to be an emergency measure necessary to the immediate preservation of the public peace, health and safety. The reason for the emergency is the immediate necessity to implement the Terms of Employment as soon as possible. Therefore, this Ordinance shall take effect by and upon its passage. Therefore, this Ordinance shall take effect immediately by and upon its passage, and the approval of two-thirds of the members of said Council. However, this Ordinance shall take effect on the earliest date provided by law if approved by no more than a majority of the members of Council and in that event the emergency provisions herein are set at naught.

Passed this 27th day of March, 2025.

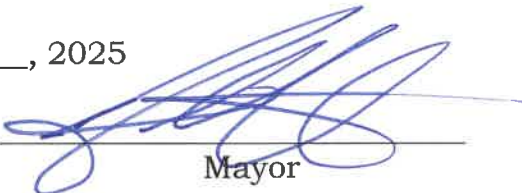


President of Council

ATTEST: 

Clerk of Council

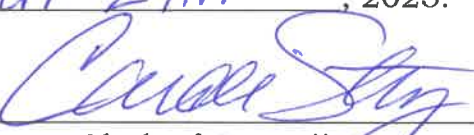
Approved this 27th day of March, 2025



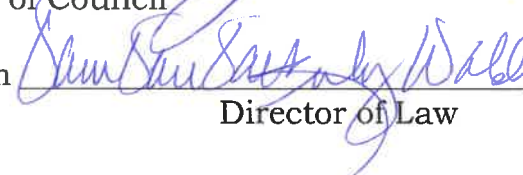
Mayor

ORIGINAL

I, CAROLINE STEGMAN, CLERK OF COUNCIL, VILLAGE OF ST. BERNARD, STATE OF OHIO, DO HEREBY testify that the publication of Ordinance No. 12, 2025, was made by posting true copies of the same in the most public places designated by Council: the Village website; and the Village social media account, for a period of fifteen (15) days or more commencing March 27th, 2025.

ATTEST:  DATE 3/27/2025

Clerk of Council

Approved as to form  Date 27 March 2025

Director of Law

TERMS OF EMPLOYMENT
FOR MEMBERS OF
LOCAL NO. 450
ST. BERNARD FIRE FIGHTER UNION, I.A.F.F.

Effective: Date signed,

Expires: Midnight, April 1, 2026

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PREAMBLE

This Terms of Employment is issued by the Village of St. Bernard, Ohio hereinafter referred to as the "Village") for its employees who are members of Local 450, St. Bernard Firefighter International Association of Firefighters (hereinafter referred to as the Union).

ARTICLE I - RECOGNITION

The Village agrees to recognize the "Union" as the sole and exclusive bargaining agent for all members of the St. Bernard Fire Department in all sworn ranks up to and including Captain, in all matters pertaining to wages, hours of work, fringe benefits, working conditions and grievances.

"Exclusive bargaining agent" shall be interpreted to mean that the Village shall not negotiate, meet or confer with any person, group of persons, associations or unions other than the bargaining committee of the Union for the purpose of effecting or attempting to effect a change in the terms of this Terms of Employment as it applies to any provision of this Terms of Employment.

The Village shall be notified in writing identifying the members of the negotiating committee representing the Union.

ARTICLE II - MANAGEMENT RIGHTS

Unless the Village has specifically set forth in this Terms of Employment a limitation upon its rights or duty to manage the Village of St. Bernard, the Village shall retain all rights imposed upon it by law to carry out the administration of government and management of the Village. The right to manage shall include, but not be limited to:

- A. The right to direct, supervise, hire, promote, transfer, assign, schedule and retain employees, and also to suspend, discipline, and discharge for just cause.
- B. The right to relieve employees from duty, and to determine the number of personnel needed in any agency or department, or to perform any function; determine services to be rendered, operations to be performed, utilization of technology, and overall budgetary matters.
- C. The right to purchase equipment, materials, or services, or to subcontract for services.

- D. The right to, determine the appropriate job classifications and personnel by which governmental operations are to be conducted; determine the overall mission of the unit of government; maintain and improve the efficiency and effectiveness of government operations.
- E. The right to, make reasonable rules to regulate the work force; establish and amend personnel policies and procedures relating to any matter which is not specifically set forth in this Terms of Employment.
- F. The right to take any necessary actions to carry out the mission of the Village in situations of emergency; and take whatever actions may be necessary to carry out the wishes of the public not otherwise specified above.
- G. To the extent that the above rights are specifically limited by the provisions of this Terms of Employment, alleged violations are subject to the Grievance Procedure.

ARTICLE III - GRIEVANCE PROCEDURE

Section 1. Definition

A grievance is defined as any employee complaint that the management is in non-compliance with a specific provision of this Terms of Employment.

Section 2. Steps

Step 1. An employee that feels he has a grievance under the terms of this Terms of Employment shall file a written grievance with the Fire Chief within thirty (30) calendar days of the event giving rise to the grievance. The Fire Chief shall meet with the grievant and his Union representative within ten (10) calendar days. The Fire Chief shall issue a written decision within ten (10) calendar days after that meeting.

Step 2. If the grievant is not satisfied with the decision of the Fire Chief, the grievance shall be submitted to the Safety/Service Director, or his designated representative, within five (5) calendar days. The Safety/Service Director shall schedule a grievance meeting with the grievant and his Union representative within ten (10) calendar days and issue a written decision within ten (10) calendar days of that meeting.

Step 3. If the grievant is not satisfied with the decision of the Safety/Service Director, the grievance shall be submitted to the Mayor, or his designated representative, within ten (10) calendar days. The Mayor shall schedule a grievance meeting with the grievant and his Union representative within ten (10) calendar days and issue a written decision within ten (10) calendar days of that meeting.

Step 4. If the grievant is not satisfied, the grievant's representative shall send the Safety/Service Director notice within ten (10) calendar days that the grievance is being sent to grievance mediation.

Section 3.

Unless the parties agree to by-pass mediation and proceed to Court, each case shall be submitted to mediation pursuant to the procedures outlined below.

Step 1. Mediation proceedings conducted pursuant to the section will be held in the Village.

Step 2. Each case shall be heard by a single mediator. Mediators will be provided by *Arbitration and Mediation Service* pursuant to a process agreed upon by the parties or by any other method mutually agreed upon by the parties. If no agreement is reached on a process, the rules of *Arbitration and Mediation Service* shall apply. All mediator fees and expenses will be shared equally between the parties. Each party will bear the costs and expenses of its participants in the mediation.

Step 3. Cases will be scheduled for mediation conference by mutual agreement of the parties and will be heard in the order in which they were filed unless the parties agree to a different order.

Step 4. The issue mediated will be the same as the issue the parties have failed to resolve through the grievance process. The presentation of evidence is not limited to that presented at any previous step of the mediation procedure. The rules of evidence will not apply, and no transcript of the mediation conference will be made.

Step 5. Each party's representative at the mediation conference will be familiar with and prepared to discuss the grievance(s) scheduled for that mediation conference.

Step 6. The mediation process will be informal. The mediator has authority to meet both jointly and separately with the parties.

Step 7. If the parties cannot reach a mutually agreeable settlement, the mediator shall impose a resolution which will be binding upon the parties, and may adopt the position of one or both of the parties in whole or in part. Upon resolution of the issue being mediated, whether by mutual agreement of the parties or imposition of the mediator, the mediator will immediately reduce the terms to writing, and it will be signed by the Village and the Union.

Step 8. The record of the mediation will be closed and inadmissible in any subsequent proceeding unless a written resolution is reached, in which case the record will be admissible solely to interpret or apply the resolution, if necessary.

Step 9. Either party may request the Mediator give it an oral advisory opinion.

Step 10. Written material presented to the Mediator or to the other party shall be returned to the party presenting that material at the termination of the mediation conference.

Step 11. The jurisdiction of the Mediator will not extend to proposed changes in hours of employment, rates of compensation, or working conditions.

Step 12. Any resolution of the issue being mediated, whether by mutual agreement of the parties or imposition by the mediator it is to be considered binding.

Section 4.

A grievance may be withdrawn by the Union at any time during Step 1, 2, 3 or 4 of the grievance procedure, and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any other grievance.

Section 5.

A grievant may be represented by a Union officer, or a nonemployee Union representative at any step of the grievance procedure. The Village agrees to release with pay the grievant and one Union representative as necessary to proper presentation of a grievance at a mediation hearing.

Section 6.

A grievance which affects a number of employees may initially be presented by the Union at Step 2 of the grievance procedure.

Section 7.

Grievance settlements which involve payment of wages or other remuneration shall be paid within Thirty (30) calendar days.

Section 8.

The time limits set forth in this grievance procedure may be extended by mutual written agreement. Grievances which the Union fails to process according to the time limits set forth in this Terms of Employment shall be considered settled in favor of the Village and in accord with the Village's last response.

ARTICLE IV – NON-DISCRIMINATION

The Village and the Union agree that there shall be no discrimination against any employee relating to employment on the basis of, race, color, creed, national origin, age, sex, or disability. The parties further agree that there shall be no discrimination in regard to membership or non-membership in the Union or because of participation or nonparticipation in any lawful activity on behalf of the Union.

Words, whether in the masculine, feminine or neuter genders shall be construed to include all of those genders. It is understood that the use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE V – DUES DEDUCTION

All employees in the bargaining unit who are not members in good standing of the Union shall pay a fair share fee to the Union. The bi-weekly fair share amount shall be certified by the Union to the Employer. The Village Auditor is hereby authorized to deduct dues and fair share fees as certified by the Union from the salary or wages of members of the Union as the member voluntarily subscribes in a written authorization. The Union shall hold the Village harmless from all claims or lawsuits arising out of the deduction of such dues.

- A. The Village Auditor shall promulgate rules and regulations for the administration of this voluntary deduction of wages, including, but not limited to, the preparation of necessary forms and the times for the filing of authorization for the deduction or the time for the filing of the cancellation of a deduction.

- B. There shall be no cost to the Union for the collection of dues and fair share fees, and the collected monies, in an amount equal to what is collected, shall be sent to the Union as soon as possible.

ARTICLE VI - UNION LEAVE

Section 1.

The Village agrees to grant Union Leave as personal with pay to equal a total of 72 hours per year. Such leave shall be available to union officers and members for conducting Union business and attending conventions, educational seminars and conferences. One hour of leave shall be deducted for each hour of leave taken by members.

Section 2. Union Officers

Reasonable time off shall be granted to the three (3) principal officers for the purpose of attending and/or conducting regular or special meetings of the local Union. Such time off shall not exceed twelve (12) such occasions for regular meetings and two (2) occasions for special meetings, in addition, time off shall be granted to the three (3) principal officers and/or members (not to exceed three) during the term of Village meetings with the Union bargaining committee. The Union bargaining committee shall not exceed three (3) members. Not more than one member shall be released from duty for bargaining sessions. The Union shall make every effort to be available for bargaining sessions at times when members will not have to be released from duty. All aforementioned time off shall be granted with full pay and will not be deducted from Union leave as described in Section 1 of this article.

Section 3.

Leave requests must be submitted through the proper supervisory channels with sufficient advance notice. Approval authority of Union leave requests will rest with the Chief of the Fire Department.

ARTICLE VII - SAFETY

Section 1. Safety Committee

The Village recognizes the Safety Committee of the Union and agrees to respond in a responsible manner to recommendations of proposals of the committee relating to a member's safety.

Section 2. Safety Responsibility

It is the responsibility of the Village to provide and maintain safe working conditions, tools, equipment and work methods for its employees. No member of the Union shall be disciplined in any manner for initiating a complaint and/or grievance regarding the environmental conditions of his quarters.

ARTICLE VIII - HOURS OF WORK

Section 1.

The work schedule for all members assigned to a forty (40) hour work schedule shall be determined by the Fire Chief and approved by the Safety Director. Hours of work shall mean activities undertaken within the classification of the employee and for the benefit of the Village of St. Bernard and shall not include volunteer activities undertaken for any other jurisdiction, unless assigned by the Village.

Section 2.

The work week for all members assigned to a tour system work schedule shall be a twenty-four (24) hour tour of duty followed by forty-eight (48) hours of continuous time off. Tour system members on a tour system work schedule are entitled to additional time off as described in Section 5.

Section 3.

Members shall be permitted to trade tours of duty or partial tours of duty providing they notify the Commanding Officer of the affected units and at that time the trade will not cause a situation in which overtime would be created. Shift trades may be denied if the Fire Chief or his/her designee determines that training schedules or other departmental functions may be significantly disrupted by a proposed shift trade.

Section 4.

In the event of an emergency, the Village retains full authority to adjust the work day or work week as it deems necessary for an adequate response to the emergency condition.

Section 5.

Members shall receive a Kelly Day every seventh (7th) tour. Kelly Days shall be days off without loss of pay. There shall be seven (7) Kelly Day schedules for each unit. Members shall select a Kelly Day Schedule according to seniority. Each member must select a different schedule.

Section 6.

In an effort to reduce overtime and to provide service coverage with full-time village firefighters instead of hiring part-time firefighters, the parties have agreed to an Alternative Staffing Plan ("ASP"). Notwithstanding any provisions of this Article, the parties agree to continue the existing Alternative Staffing Plan that creates a schedule of more than 24 hours, which allows the Fire Department to exclude 8 hours of sleep time towards calculating overtime under FLSA regulations 29 CFR §§ 785.22 and 553.222. Further, the parties agree:

- A. The Fire Chief or his/her designee is the administrator of the ASP.
- B. When shift staffing falls below 6 Firefighters due to Kelly Day, Vacation Day, or Longevity Vacation Day, or sick leave (more than 2 shifts) the Village agrees to use the ASP to bring the shift to 6 Firefighters for the day.
- C. If no eligible member agrees to work under the ASP, all decisions on staffing and overtime (OT) for the day shall be at the discretion of the Fire Chief or his/her designee.
- D. To be eligible for ASP a member must not work more than 182 hours in a 24-day work period, including ASP hours worked. Working more than fourteen (14) hours of ASP in a 24 day work period is only possible by using a sleep credit as defined in the Fair Standards Labor Act (FLSA).
- E. If 30 shifts in a calendar year are filled by overtime because ASP shifts are not filled, then the Village, Fire Department or the Union shall be able to reopen upon written demand this Section 6 to negotiate over modification or elimination of the ASP and/or the hiring of part-time firefighters. If after 30 days if delivery of the written reopener the parties are unable to agree to a resolution, then the parties may proceed under the Impasse Procedures contained in this Agreement to resolve the issue. During the notice

period through Impasse Procedures, the Fire Chief may mandate ASP coverage at straight time.

F. In the event that full-time firefighter head count, exclusive of the Fire Chief, falls below 18 firefighters, then the Village will use the civil service provisions to fill the open position.

ARTICLE IX - OVERTIME AND COMPENSATORY TIME

Section 1. Overtime

- A. In the event that a need for call-back overtime should occur in the Fire Department because of emergency, sickness or other unforeseen conditions, overtime shall be paid at a rate of one and one-half times the forty (40) hour rate of pay. Any overtime worked by a member who is called in from off duty status shall require the payment of two (2) hours of pay at a rate of one and one-half times the forty (40) hour rate of pay. Any overtime worked beyond two (2) hours shall be broken into fifteen (15) minute increments for payroll purposes and shall be paid to the next highest increment. Any overtime incurred as a unit is going off duty shall require the payment of one hour overtime pay and any overtime worked beyond one hour shall be broken into fifteen (15) minute increments for payroll purposes and shall be paid to the next highest increment. Overtime shall be calculated from the official run time.
- B. The Village shall make every effort to make overtime payments during the same pay period as the overtime is earned.

Section 2. Overtime for Official Off Time Duties

- A. All members of the St. Bernard Fire Department shall receive overtime for official duties performed on their scheduled off time and vacation when members:
 - 1. Are required to appear in court arising from their duties.
 - 2. Are required by the Village to be a witness at any disciplinary hearing or any investigation.
 - 3. Are required by the Village to attend any Fire Department meeting, seminar or training session.

4. Are required by the Village to give classes, demonstrations, lectures or attend meetings concerning the activities or personnel of the St. Bernard Fire Department.
5. Are required by the Village to attend classes for certification or re-certification of state approved EMT-A and/or EMT-P job related skills.

Section 3. Compensatory Time

Each member shall have the right to earn and maintain three hundred sixty (360) hours of compensatory time. The Chief shall have the right to grant additional compensatory time, or to pay cash for overtime, but in no event shall a member's accumulated compensatory time exceed three hundred sixty hours. Compensatory time earned after ratification of this Terms of Employment may be retained and taken as time off, or cashed in at the member's hourly rate, provided that the Village shall have the right to pay off accumulated time on a quarterly basis.

Any member may use accumulated compensatory time on an hour for hour basis with the Chief's approval. Such approval must be given as long as the use of compensatory time does not create a situation in which overtime would have to be scheduled. Disapproval of compensatory time must be provided to the member in writing, within twenty-four (24) hours, stating the actual basis for the refusal of the request that exists at the time of the refusal.

ARTICLE X - HOLIDAYS AND HOLIDAY PAY

Section 1.

The following shall be the schedule of paid holidays for all members of the St. Bernard Fire Department.

1. New Year's Day
2. President's Day
3. Good Friday
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Christmas Day

Section 2.

- A. All members shall work their regular tour of duty when such tour occurs on a listed holiday.
- B. In any pay period in which a holiday occurs, all members of the St. Bernard Fire Department shall receive additional pay for each said holiday in an amount equal to one-fifth (1/5) of the member's weekly rate.
- C. In any pay period in which a holiday occurs, all members who are required to work on the holiday shall receive, for each hour worked on the holiday, additional pay, equal to one and one-half times (1-1/2 x) the member's hourly rate at the forty (40) hour work week rate. This payment shall be in lieu of, not in addition to, Holiday Pay described in subsection (B) above.

ARTICLE XI - VACATION

Section 1.

All employees who have at least twelve (12) months of service shall be entitled to claim up to one hundred twenty (120) hrs. of vacation at the beginning of each calendar year. Any employee who has not completed twelve (12) months of service at the beginning of the calendar year shall, upon completing twelve (12) months of service, be entitled a prorated amount of vacation hours from the date of completing twelve (12) months service to the end of the calendar year.

A person employed by the Village is entitled to have his/her prior full-time service with any other Police or Fire agency in the State of Ohio to be counted as though it were service with the Village of St. Bernard for the purpose of computing vacation leave entitlement. The Director of Public Services and Safety shall require any employee requesting credit for prior service to furnish a satisfactory written, signed statement from the former employer to establish length and dates of their prior service.

Section 2. Vacation Shall Be Picked First

Regular vacation shall be selected by seniority with the senior member picking first. Each member may pick as many consecutive days as he is entitled. If a member decides not to pick all five (5) of his days he goes to the bottom of the rotation to pick up the next round. This shall continue until all regular vacation days have been selected by all members of the unit. Regular vacation days may at no time create scheduled overtime due to Kelly Day schedules or minimum manning requirements.

Employees with less than six (6) months service shall not receive vacation benefits.

Lateral Transfers are entitled to prorated vacation time within the year that they were hired.

Section 3.

Longevity vacation shall be selected next, by seniority, with the senior member picking first. Each member may pick as many consecutive days as he is entitled so long as it does not create scheduled overtime due to Kelly Day schedules, vacation selections or minimum manning requirements. If a member chooses not to select all of his longevity days then he goes to the bottom of the rotation to pick the next round.

Longevity vacation is earned based on the following schedule:

Years of Service	Additional Vacation
5 through 9 years	1 Tour
10 through 14 years	2 Tours
15 through 19 years	3 Tours
20 through 24 years	4 Tours
25 years or more	5 Tours

Section 4.

Maximum two (2) firefighters off at any time as long as it does not create scheduled overtime.

Section 5.

Completion of the selection process of all vacations shall be accomplished as soon as possible after the beginning of each year to enable all days to be selected.

Section 6.

All members, at the beginning of the calendar year in which they will complete five (5) years service shall receive an additional forty (40) hours of pay at the forty (40) hour rate of pay as vacation allowance per annum. This payment shall be made in the first full pay period of January.

ARTICLE XII - SICK LEAVE WITH PAY

Section 1.

All employees shall continue to accrue and accumulate sixteen (16) hour(s) of sick leave per calendar month (8 tours per year) as paid sick leave.

Section 2.

The member's immediate family shall include grandparents, brothers, sisters, father, mother, step-parents, spouse, child, step-child and grandchild.

Section 3.

Sick leave will be granted for the following reasons:

- A. Any physical or mental disability not willfully and intentionally provoked by the member, preventing the performance of his duty.
- B. Exposure to contagious disease which results in quarantine.
- C. To care for a sick member of the immediate family. Such time shall not exceed ten (10) hours.
- D. In the event of a critical illness, serious injury and/or surgery, a member shall be granted additional time up to fourteen (14) hours in addition to the ten (10) hours provided in Item C.
- E. Member on vacation or longevity vacation may elect to revert to sick leave with pay when hospitalized.
- F. In the event of the birth of the employee's child, up to (3) tours or (72) hours of Paternity Leave will be granted. A member may elect to take the Paternity leave in its entirety or partially using banked sick time.
- G. Members may use accumulated sick time up to a maximum of forty-eight (48) hours for a death in the member's immediate family. Members shall report back for duty on the next working day after the funeral. For funeral leave purposes the immediate family shall include in-laws, legal guardians, and step-siblings. In-laws shall mean mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.
- H. In the event of extenuating circumstances, the Fire Chief may grant additional sick leave with pay.

- I. Members who miss two (2) or more consecutive twenty-four (24) hour tours of duty shall be required to present a doctor's statement stating the date the member was evaluated by the doctor and authorizing the member to return to full duty.

Section 4.

Members shall be entitled to sick leave for purposes of visiting hospitalized immediate family members. Such leave shall be limited to one hour plus reasonable travel time to and from the hospital. Additional sick leave may be granted by the Chief. Visitations must be approved by the officer in charge and cannot cause a need for overtime.

Section 5. Notification of absence from duty:

When an employee is unable to report to work due to illness, injury or sickness in the immediate family, he/she shall notify the officer in charge as soon as possible but no later than one (1) hour prior to the time he/she is scheduled to report for duty, unless extenuating circumstances prohibit. Such notification shall be given on each day of absence unless other arrangements are made with the Fire Chief or his designee.

Section 6. Evidence required for sick leave/ sickness in the family usage:

When an employee requests use of sick leave for any reason, he/she shall, upon return to work, complete an application for sick leave form to justify the use of sick leave, an employee who seeks medical attention or seeks medical attention for a family member shall provide a physician's statement in order for the sick leave to be approved. This physician's statement shall include the following: name of the employee/ or family member, the date on which they were seen and if applicable the date the employee is allowed to return to work.

Section 7. Abuse of sick leave:

Employees failing to comply with sick leave rules and regulations shall not be paid. Employees abusing sick leave privileges may be charged with neglect of duty which may be cause for disciplinary hearing. The Village may initiate an investigation when an employee is suspected of abusing sick leave privileges. Falsification of an application for sick leave or a medical practitioner's statement shall be grounds for disciplinary action. The Village maintains the right to investigate any sick leave use and any excessive abuse or use of sick leave. The Village may deny the payment of sick leave if the investigation indicates that the absence was not within the provisions of this article.

ARTICLE XIII - INJURY LEAVE WITH PAY

After use of forty-eight (48) hours of accumulated sick leave, employees shall be granted leave up to six (6) months, with full pay and continued benefits for absence due to a disabling injury or illness which arises out of, and occurs in the scope of, the employee's activities during the employee's hours of employment (hereinafter Injured on Duty Leave ("IOD Leave")). If the disability continues for more than forty-eight (48) consecutive work hours, the employee shall be credited with forty-eight (48) hours of sick leave upon approval of the BWC/IOD claim. Under aggravated circumstances, the Safety/Service Director, or his/her designee, may waive the forty-eight hours of sick leave use.

Aggravation or reoccurrence of a previously sustained work-related injury shall not be compensable under this provision after one calendar year from the date of the original injury unless the aggravation or reoccurrence arises out of and occurs in the scope of the employee's activities during the employee's hours of employment. A disabling injury or illness resulting from an employee's own negligence or horse play shall not be compensable under this Article. A new and separate injury to the same body part shall not be deemed aggravation or reoccurrence of a previous injury.

Pay received under this provision shall be reduced by any compensation received from the Bureau of Workers Compensation or from any other source which is intended to provide payment for lost wages. The Village shall have the right of subrogation against any person who causes the employee's disability.

In order to be eligible for IOD leave, it shall be necessary that the injured employee:

1. File a workers' compensation claim that is approved by the Ohio BWC and/or the Industrial Commission.
2. Obtain a certificate from a licensed physician, stating that such employee, because of such injury, cannot perform the regular and ordinary duties of his/her position, or any other light duty assignment which may be available. Said physician shall also provide a statement of the anticipated duration of the disability; and
3. Upon request of the Village and in addition to any exams required as part of BWC proceedings, the employee shall submit to a physical examination by a licensed physician selected by the Village.

If it is determined by the Village's physician and the employee's physician that the employee is permanently disabled so as to be unable to perform the regular and ordinary duties of his/her position, then the employee shall promptly submit a proper application for disability retirement to the Ohio Police and Fire Pension Fund of Ohio. The determination of disability retirement eligibility by the Ohio Police and Fire Pension Fund of Ohio shall be binding upon the employee and the Village. Any employee who is determined to be eligible for disability retirement shall retire immediately. If the employee applies for disability retirement under the Ohio Police and Fire Pension Fund, the IOD Leave shall continue until the final determination of disability retirement eligibility. Employees on IOD leave shall not accumulate sick leave while on such leave.

It is understood by the parties to this agreement that an employee may be assigned light duty work while on IOD leave. An employee's assignment to light duty work does not affect the employee's IOD leave under this section, and does not extend such IOD Leave, nor entitle the employee to any additional or new period of IOD Leave.

Subject to Ohio laws governing substitution of leave benefits under Ohio's workers compensation laws, Employees may utilize their accumulated leave time to extend IOD leave after having exhausted the 6 month IOD leave benefit provided by the Village under the same conditions outlined in this Article.

ARTICLE XIV - COMPANY DETAILS

Company details shall be assigned with the approval of the Fire Chief. The assignments shall be made in a fair and nondiscriminatory manner.

ARTICLE XV - ANNUAL STEP-UPS

A salary step-up in the classification of Fire Fighter, unless it is denied, shall become effective on the first day of the anniversary period of the employees' date of hire or most recent step-up.

Promoted personnel in the Fire Department shall be immediately advanced to the highest pay rate available to which the member is promoted.

ARTICLE XVI - LONGEVITY PAY

Section 1

All members hired prior to 04/01/2013 shall, in the calendar year in which the member completes five (5) or more years of continuous service in the Fire Department, receive longevity pay as follows:

<u>Years of Service</u>	<u>Amount</u>
5 years through 9 years	\$350.00
10 years through 14 years	\$525.00
15 years through 19 years	\$700.00
20 years through 24 years	\$850.00
25 years or more	\$1000.00

All members hired after 04/01/2013 shall, in the calendar year in which the member completes (6) or more years of continuous service in the Fire Department, receive longevity pay as follows:

<u>Years of Service</u>	<u>Amount</u>
5 years through 14 years	\$350.00
15 years through 24 years	\$525.00
25 years or more	\$700.00

Section 2.

Payment shall be made during the second pay period in January.

ARTICLE XVII - LUMP SUM TERMINAL LEAVE BENEFITS

Upon retirement, a member may convert any amount of sick leave time to pay, at the rate in effect for the classification from which he is retiring, on an exchange basis of one tour sick leave (24 hours) for twenty-four (24) hours of compensation. In no event shall a member hired on or before December 31, 2007 have the right to convert more than one hundred five (105) tours of sick leave to compensation and all members hired after December 31, 2007 shall have the right to convert no more than seventy five (75) tours of sick leave compensation upon retirement, and all members hired after April 1, 2013 shall

have the right to convert no more than 16.67 tours/400 hours of sick leave to compensation upon retirement a member may convert any amount of vacation time to pay, at the rate in effect for the classification from which he is retiring, on an exchange basis of one vacation day for twenty-four (24) hours of compensation. In no event shall a member have the right to convert more than five (5) days of vacation time to compensation.

Upon retirement, a member may convert any amount of seniority vacation time to pay, at the rate in effect for the classification from which he is retiring, on an exchange basis of one seniority vacation day for twenty-four (24) hours of compensation. In no event shall a member have the right to convert more than six (6) days of vacation time to compensation.

This article shall apply to members retiring on length of service retirement, disability retirement, deferred retirement, or death. "Deferred retirement" means that a bargaining unit member has achieved a minimum of twenty-five years of service credit with the Police and Fire Pension Fund.

Any member who continues employment with the Village of St. Bernard Fire Department after electing deferred retirement may convert accrued but unused sick leave time to pay on an exchange basis of one day sick leave for twenty-four (24) hours of compensation pursuant to Article XVII – Lump Sum Terminal Leave Benefits and subject to the following limitations. Any such member who elects to convert sick leave time to pay shall elect in writing to take such pay at a rate of one-third (1/3) per year for a period of three (3) years, or one-half (1/2) per year for the last two (2) years of his/her deferred retirement provided that the member remains employed by the Village of St. Bernard for such period after electing deferred retirement. The sick leave converted to pay shall be at the current rate in effect for the member's classification for the year in which the member receives sick leave converted to pay. If the member's employment with St. Bernard terminates before such period is completed, the remaining balance of sick leave owed and not yet paid to the member shall be paid in accordance with Article XVII – Lump Sum Terminal Leave Benefits. If any such member goes on sick leave during a period when the member is converting sick leave to pay, he/she shall not be eligible to continue converting sick leave to pay until returning to full duty.

If a member continues employment with the Village of St. Bernard Fire Department after electing deferred retirement and the member elects to convert tours of sick leave to pay in more than one year consistent with this Memorandum of Understanding, all hours of sick leave converted shall be deducted from the member's sick leave balance and the aggregate amount of sick leave converted to pay shall not exceed one hundred and five (105) tours of sick leave if the member was hired on or before December 31, 2007, and the aggregate amount of sick leave converted to pay shall not exceed seventy five (75) tours of sick leave if the member was hired after December 31, 2007 and the aggregate amount of sick leave converted to pay shall not exceed 16.67 tours/400 hours of sick leave if the member was hired after April 1, 2013. These payments shall be made within thirty (30) calendar days of written request to the village auditor.

If a member does not elect to convert tours of sick leave to pay in more than one year pursuant to this Memorandum of Understanding, the member retains the right to convert up to one hundred and five (105) tours of sick leave into pay at once upon the termination of the member's deferred retirement. If the member was hired on or before December 31, 2007 or up to seventy five (75) tours of sick leave into pay at once upon the termination of the member's deferred retirement if the member was hired after December 31, 2007, or up to 16.67 tours/400 hours of sick leave into pay at once upon the termination of the members deferred retirement if the member was hired after April 1, 2013, pursuant to the existing language of "Article XVII – Lump Sum Terminal Leave Benefits".

ARTICLE XVIII -RETIREMENT CONTRIBUTION PICK-UP SALARY REDUCTION METHOD

Section 1.

The Village of St. Bernard shall not incur any additional cost in the deferment of federal and state income taxes as provided herein.

Section 2.

That effective as of March 30, 1985 the full amount of the statutorily required contribution to the Police and Firemen's Disability and Pension Fund of the State of Ohio shall be withheld from the gross pay of each full-time member who is a member of the Police and Firemen's Disability and Pension Fund and shall be "picked-up" (assumed and paid to the Police and Firemen's Disability and Pension fund of the State of Ohio) by the Village of St. Bernard. This "pick-up" by the Village of St. Bernard is and shall be designated as public employee contributions and shall be in lieu of contributions to the Police and Firemen's Disability and Pension Fund of the State of Ohio by each member. No person subject to this "pick-up" shall have the option of choosing to receive the statutorily required contribution to the Police and Firemen's Disability and Pension Fund instead of having it "picked-up" by the Village of St. Bernard.

Section 3.

That the Village of St. Bernard through its proper officers shall, in reporting and making remittance to the Police and Firemen's Disability and Pension Fund, report that the member's contribution for each person subject to their "pick-up" has been made by the Village of St. Bernard in lieu of contributions to said Police and Firemen's Disability and Pension Fund by each person and that such contributions are designated as public employee contributions.

ARTICLE XIX -VEHICLE REIMBURSEMENT

All members of the St. Bernard Fire Department that use their privately-owned vehicles for official Village business shall be reimbursed for such use at the applicable Federal rate per mile. The Chief shall authorize any such use.

ARTICLE XX - PARAMEDIC PAY

A. Employees who have completed the paramedic training program, have been certified by the State of Ohio, and assigned to paramedic duties shall be paid annually, in addition to their regular salary, the sum of Five Thousand Dollars (\$5,000.00) on the 1st pay period in June 2025. This amount will increase by the same percentage as any across-the-board annual increase reflected in Article XXVIII (Wages) thereafter. So long as they have been an active paramedic employed by the Village of St. Bernard Fire Department for the previous twelve (12) months. Employees who have been an active paramedic employed by the St. Bernard Fire Department for less than twelve (12) months, shall be paid the \$3500 paramedic bonus at a prorated rate. All members holding a paramedic certificate on the effective date of this Terms of Employment shall retain paramedic certification in accord with this Article.

B. Members who have served as an active paramedic for nine years, or two full recertification periods, may elect to be removed from the active paramedic program at the end of the calendar year provided that the complement of active paramedics remains 13 or more. Length of service as an active paramedic shall determine priority for removal from the program. The member with the greater length of service as a paramedic shall have the right to be removed from the program before a member with a lesser length of service as a paramedic. If two members are equal in length of service as a paramedic, department seniority shall determine paramedic seniority. All requests for removal from the paramedic program shall be submitted in writing to the Fire Chief by the first calendar day in November. Any member who elects to be removed from the paramedic program shall be able to do so without being considered in violation of his/her class specification and without loss of employment status, eligibility for promotion or other benefits, except that the employee shall not be eligible to receive the annual \$3,500.00 paramedic benefit after their time of removal. Lieutenants promoted after April 1, 2021 shall maintain Active Paramedic Status throughout the duration of their promotion to this position. All members who elect to be removed shall receive their annual paramedic pay on the first pay period of January prorated for the time served as a paramedic from the last date a paramedic bonus was paid.

C. A bargaining unit member holding a valid paramedic certification may be

required to respond as a paramedic, without receiving any additional compensation.

D. All employees who are certified paramedics on the effective date of this agreement or anyone hired after August 15, 2015 who is or becomes a paramedic shall maintain paramedic certification during the course of their employment. Loss of paramedic certification shall be just cause for termination, unless the employee regains paramedic certification within six (6) months of loss of certification. The Village agrees to provide sufficient opportunity for training for employees to retain their paramedic certification with the State of Ohio.

ARTICLE XXI - TUITION ASSISTANCE

In the Fire Department, the Safety Director may authorize employees to enroll in and pursue certain courses of study or training which in the opinion of the Safety Director can reasonably be expected to benefit said employees in the performance of their duties and to benefit the Department and the Village.

Upon completion of said course or seminar or conventional portion thereof, provided a passing grade is received, said employee shall be reimbursed one-half (1/2) of the cost of tuition paid by him for said course.

Prior approval of the Safety Director and Mayor must be obtained before enrollment in said course in order to qualify the employee for reimbursement and the schedule of the course may not conflict with the employee's work schedule.

ARTICLE XXII - UNIFORMS

The Village shall supply all clothing as determined by the Chief to be necessary to perform the job. This includes all daily work, dress and all Safety Equipment. These clothes should meet or exceed NFPA requirements for Fire-Fighters. All employees of the Fire Department shall be permitted to purchase one (1) pair of shoes per year. All decisions concerning clothing will rest with the Chief.

ARTICLE XXIII - GENERAL

Section 1. Notice of Policy or Procedure Revisions

In accordance with the provisions of the Management Rights Article, the right to establish, revise or modify policies and procedures is one vested in the management of the Village.

The Village agrees to provide elected Union officials the opportunity for comment on proposed changes to existing Fire Department policies or procedures at least five (5) days prior to the implementation date, except where immediate implementation is necessary. It is understood that implementation of revisions or changes to Fire Department policies or procedures is not subject to the mutual agreement, consent or approval of Local

450, I.A.F.F.

Section 2. Liability

All sworn members of the St. Bernard Fire Department shall be protected from liability claims, for acts arising out of and in the scope of the performance of their duties, by the Village of St. Bernard.

Section 3. Credit Union and Ohio Public Employees Deferred Compensation Program

The Village shall deduct from the salary or wages of a member the amount of which the member voluntarily requests to be withheld, and forward payment to the Fire Fighters Federal Credit Union and/or the Ohio Public Employees Deferred Compensation Program.

Section 4. Life Insurance

The Village agrees to provide, for all members, life insurance coverage in an amount equal to the annual base salary of a Senior Firefighter payable to the surviving spouse or heir(s) at law should there be no surviving spouse.

Section 5. Cancer Policy.

For members hired prior to December 31, 2007, the Village will continue to provide a cancer protection plan as set forth in, or substantially similar to that which is currently provided by Village ordinance. This benefit will not be available to members hired after December 31, 2007.

Section 6. C-9 Trust Fund.

For members hired prior to December 31 2007, The Village agrees to maintain and assume responsibility for the solvency of the C-9 Trust Fund. Payments shall be awarded by a Village appointed Board of Trustees of which at least one board member shall be a retired member of Local 450, I.A.F.F. and at least one member shall be an active member of Local 450, I.A.F.F. This benefit will not be available to members hired after December 31, 2007.

Section 7. Medical Insurance Benefits.

- A. Hospitalization, medical and surgical insurance shall be provided through a plan of self- insurance or through a health insurance carrier and be provided to all members.

B. The plan summary description for the Village of St. Bernard will serve as the plan document.

C. Members who subscribe to the Village's health insurance plan shall contribute to the cost of health insurance through deductibles and co-pays.

D. The Village shall notify the Union of any proposed change in insurance carriers and shall meet with the Union prior to changing its insurance carriers. Nothing shall restrict the right of the Village to change insurance carriers so long as there is no reduction in negotiated benefits.

E. Plan changes made unilaterally by a carrier shall not be deemed a reduction in benefits and are not subject to grievance proceedings or mediation. The Village shall, within five (5) days of notice from the carrier, give notice to the Village/Employee Health Insurance Committee of the proposed unilateral change. The Committee shall have the right to investigate and compare policies in an attempt to avoid a reduction in benefit coverage.

F. The Union agrees that the medical insurance plan provided under this Terms of Employment may change if the Village/Employee Health Insurance Committee selects a new health insurance plan for Village employees. The Plan selected by the Health Insurance Committee shall become the health plan for bargaining unit members. The Insurance Committee shall comprise representatives of the Village administrator and employee representatives from the I.A.F.F., the F.O.P., the Service Department Association and non-bargaining unit personnel.

Section 8. Fitness center

All members of the Union and their spouse shall be granted admission to the Village's fitness center during normal operating hours without payment of the admission fee or membership cost.

Section 9. Reimbursement to Village for leaving after training cost incurred

Any employee, who receives training that is paid for by the Village, who then leaves the Fire Department, either voluntarily or removed by the Village within five (5) years from the completion of such training, shall reimburse the Village for the cost of the training per the following table:

Leaves between

0-1 year- 100% reimbursement to the village

1-2 years- 80% reimbursement to the village

2-3 years- 60% reimbursement to the village

3-4 years- 40% reimbursement to the village

4-5 years- 20% reimbursement to the village

Over 5 years- no reimbursement

In the event an employee leaves due to retirement or disability the reimbursement clause shall be waived. For the purposes of this article, retirement shall mean accruing 25 years or more with the Ohio Police and Firefighters Pensions. For the purpose of this article disability shall mean, being deemed disabled by the Ohio Police and Firefighters Pension or the Industrial Commission of the State of Ohio.

In the event an employee leaves the department during training that is paid for by the village, the employee shall reimburse the Village for the entire cost of the training.

ARTICLE XXIV – DENTAL AND OPTICAL BENEFIT PLAN

All members shall have a dental/ optical insurance plan. The cost of the premium will be paid by the Village.

ARTICLE XXV – NO STRIKES

The Union agrees that during the term of this Terms of Employment there shall be no strikes, work stoppages, slowdowns, picketing, job actions, including any concerted effort to use sick leave for the purpose of withholding services, or other cessation of the full and faithful performance of duties for any purpose whatsoever. In the event of any such concerted activity, Union officers and representatives will continue to carry out their duties as employees and will take positive action to bring the concerted activity to an end.

ARTICLE XXVI – SAVINGS CLAUSE

If any article or section of this Terms of Employment shall later be declared invalid, unlawful or unenforceable by any court or by reason of any existing or subsequently enacted federal or state legislation, all other articles and sections of this Terms of Employment shall remain in full force and effect for the duration of this Terms of Employment. In the event of any invalidation of any provision of this Terms of Employment, the parties shall meet within thirty (30) days to negotiate an alternative to the invalidated provision.

ARTICLE XXVII – INTEGRITY OF TERMS OF EMPLOYMENT

The Village and the Union agree that the terms and provisions contained in this written Terms of Employment constitute the entire Terms of Employment between the parties and supersede all previous communications, understandings, or memoranda

of understanding pertaining to any matter set forth in this Terms of Employment. The parties further agree that during the term of this Terms of Employment, each party voluntarily and unqualifiedly agrees to waive its right to bargain with respect to any matter whatsoever whether or not such matter is contained in this Terms of Employment.

ARTICLE XXVIII – WAGES

Section 1. Effective when signed through duration of Terms of Employment

	Year 1
Fire Captain	\$101704.19 (4.0%)
Fire Lieutenant	\$93,661.17 (4.0%)
Engineer	\$90,269.52 (4.0%)
Senior Firefighter	\$85,538.46 (4.0%)
Firefighter III	\$80,604.82 (4.0%)
Firefighter II	\$73,403.19 (4.0%)
Firefighter I	\$66,201.61 (4.0%)

Any employee who is a State of Ohio Certified EMT-Paramedic and a State of Ohio Firefighter level II on their date of appointment shall begin their employment as a Firefighter II for wage purposes.

ARTICLE XXIX – IMPASSE PROCEDURES

In the event that the Union and the Village are not able to come to a mutual agreement upon terms and conditions of a successor Terms of Employment, both parties agree either party shall send the Safety/Service Director notice within ten (10) calendar days that the dispute is being submitted to mediation.

Unless the parties agree to by-pass mediation and proceed to Court, each dispute shall be submitted to mediation pursuant to the procedures outlined below.

Step 1. Mediation proceedings conducted pursuant to this Article will be held in the Village.

Step 2. Each case shall be heard by a single mediator. Mediators will be provided by *Arbitration and Mediation Service* pursuant to a process agreed upon by the parties or by any other method mutually agreed upon by the parties. In the event that the parties cannot agree on a process, the rules of *Arbitration and Mediation Service* shall apply. All Mediator fees and expenses will be shared equally between the parties. Each party will bear the costs and expenses of its participants in the mediation.

Step 3. Cases will be scheduled for mediation conference by mutual agreement of the parties and will be heard in the order in which they were filed unless the parties agree to a different order.

Step 4. The issue mediated will be the same as the issue disputed by the party referring the matter to mediation. The rules of evidence will not apply, and no transcript of the mediation conference will be made.

Step 5. Each party's representative at the mediation conference will be familiar with and prepared to discuss the dispute (s) scheduled for that mediation conference.

Step 6. The mediation process will be informal. The mediator has authority to meet both jointly and separately with the parties.

Step 7. If the parties cannot reach a mutually agreeable settlement, the mediator shall impose a resolution which will be binding upon the parties. Should the mediator impose a resolution upon the parties, the mediator may adopt the position of one or both of the parties in whole or in part. Upon reaching a resolution of the issue being mediated, whether by mutual agreement of the parties or imposition of the mediator, the mediator shall immediately reduce it to writing, and it will be signed by the Village and the Union.

Step 8. The record of the mediation will be closed and inadmissible in any subsequent proceedings unless a written resolution is reached, in which case the record will be admissible solely to interpret or apply the resolution if necessary.

Step 9. Either party may request the mediator give it an oral advisory opinion.

Step 10. Written material presented to the mediator or to the other party shall be returned to the party presenting that material at the termination of the mediation conference.

Step 11. The jurisdiction of the mediator is limited to the dispute(s) presented in the matter before him.

ARTICLE XXX - PREGNANCY AND MATERNITY POLICY

It is the employee's right to continue working while she is pregnant. Any Firefighters or EMT who is pregnant and physically capable of performing her regular field duties may, at her discretion, remain in an active-duty position and is not *required* to report her pregnancy to her supervisor. However, it is *recommended* the employee inform her supervisor when she is confirmed as being pregnant. Upon disclosure of pregnancy the employee will be given a copy of her job description and a medical release form for her attending physician to use to assess her ability to perform essential

job functions and determine if/when the pregnant employee's duties should be modified. The form must be taken to the health care provider on the employee's next visit. The employee must review the job description and medical release form with the attending physician and have it signed. The completed form must be returned to the employee's supervisor at the next work shift following completion of the release by the physician. The employee may be asked to provide updated medical release forms as her pregnancy continues.

An employee shall not be forced to go on light duty or leave at an arbitrary point during a pregnancy. Upon written request to the Fire Chief by the employee, temporary assignment from her regular field position and responsibilities to an alternative, non-hazardous or light duty position will be granted as available. This can be deemed appropriate at any time during the pregnancy. All alternative, non-hazardous or light duty assignments shall be based on Department and Village needs and the limitations determined by the employee's attending physician. Light duty or alternative duty assignments will generally include reassignment to a 40-hour work week. The temporary assignment may not be limited to the Fire Department but may be in any Village department, however, the Village shall not be required to expend funds for outside training of the employee to accommodate a request for temporary assignment. Such employee will be held at her current pay grade and step, and will retain her seniority, until she returns to her regular duties as a firefighter in the Department. Sick leave and vacation leave shall continue to accrue as set forth elsewhere in these Terms of Employment; Kelly days will not accrue during the reassignment to a 40-hour work week. Additionally, while on temporary assignment, the Village shall continue to pay the employee's health and dental insurance premiums in amount consistent with payments made by the Village prior to the employee taking the temporary assignment.

If, based on personal observation, a supervisor believes the employee is incapable of continuing to perform the regular duties of her field position as a result of her pregnancy, a fitness-for-duty evaluation may be requested of the employee. If the employee's attending physician approves her for continued work in her regular field position, but the supervisor continues to believe the employee is not capable of performing her duties satisfactorily thereby placing herself, her co-workers or the public at risk, the Village may, at its own expense, require the employee to be evaluated by a physician of its choosing. If that independent medical examination establishes the employee is currently incapable of performing her regular field duties in a safe and satisfactory manner but is capable of light duty work, the employee shall be assigned to an alternative, non-hazardous or light duty assignment, if one is available. If light duty work is not available, the employee may utilize vacation and/or sick leave or take unpaid leave until she has been cleared for return to duty (during pregnancy or post-partum) by the physician evaluating her at the employer's request.

It is not mandatory that the employee inform her supervisor or take a light duty position. There is a risk of causing damage to a developing fetus from activities associated with normal operational duties including firefighting, hazardous materials response, and EMS exposures. At this time, it is unclear whether or not a birth defect

caused by such exposure would be covered under Worker's Compensation; therefore, the Department urges caution in this area.

An employee who, on the advice of her attending physician, cannot continue working in any capacity during her pregnancy has the option of using any or all of her accumulated leave to date, including sick and vacation time, prior to taking a leave of absence without pay for the duration of the pregnancy, or to immediately request a leave of absence without pay for the duration of the pregnancy, at her discretion. The seniority of the former position shall continue to accrue for the employee during this leave of absence. If the employee wishes to continue to receive the Village sponsored health insurance during any unpaid leave of absence, she is responsible for prompt, monthly payment of her portion of her employee health, life and dental insurance premiums during the period of unpaid leave.

During pregnancy and the post-partum period, the employee will continue to participate in department-level training or outside training seminars (in accordance with the other provisions of these Terms of Employment) which are not believed to pose a risk to the employee and for which she has her physician's written approval. Participation in such training may continue while the employee is on temporary assignment or unpaid leave. If the employee member has not completed 40 hours of work for the Village prior to completion of the training program, compensation for participation in such training shall be paid at her regular hourly rate, calculated in fifteen (15) minute increments and paid to the next highest increment, for the time actually spent in class/training. If the employee has worked for the Village more than 40 hours in the calendar week in which the training occurs, any time in training over and above that 40 hour weeks will be compensated at 1.5 times her regular hourly rate, calculated in fifteen (15) minute increments and paid to the next highest increment, for the time actually spent in class/training.

The pregnant employee performing the duties of her regular field position will continue to wear her official Department uniform and all safety equipment until the uniform becomes uncomfortable. At that time the employee will be given guidelines for providing her own acceptable maternity clothing. An employee who is given a temporary assignment may wear non-uniform maternity wear appropriate for that position.

Following delivery or termination of the pregnancy, the employee has the option of using any or all of her accumulated leave to date, including sick and vacation time, prior to taking a leave of absence without pay for up to 90 calendar days, or to immediately request a leave of absence, without pay, for up to 90 calendar days, at her discretion. The seniority of the former position shall continue to accrue for the employee during this leave of absence. If the employee wishes to continue to receive the Village sponsored health insurance during any unpaid leave of absence, she is responsible for prompt, monthly payment of her portion of her employee health, life and dental insurance premiums during the period of for up to three months while the employee is on unpaid leave. Additionally, the employee shall be solely responsible for

the payment of any insurance premium should she opt to include the newborn as an insured.

Following delivery or termination of the pregnancy, the employee shall be returned to her previously held position as a fire fighter upon release for full field duty from her attending physician. (The guidelines for return to duty following delivery is six weeks for a normal, vaginal delivery and eight weeks for delivery by caesarian or other complicated procedure but can be reassessed by the parties pending unusual circumstances.) Such verification of readiness to work shall be in writing and given to the Fire Chief.

If a member becomes temporarily disabled as a result of childbirth or delivery, light duty may be offered during the time of disability and recovery, if available. An employee who becomes temporarily disabled as a result of childbirth has the option of using any or all of her accumulated (paid) leave to date, including sick and vacation time, prior to taking a leave of absence without pay for up to 90 calendar days, or to immediately request a leave of absence, without pay, for up to 90 calendar days, at her discretion. The seniority of the former position shall continue to accrue for the employee during this leave of absence. Additionally, the Village will pay one half of the Village's share for the employee's health, life and dental insurance premiums for up to three months while the employee is on unpaid leave. After the employee has returned to regular field duty and has been at work for six pay periods, the Village shall reimburse the employee for the other half of the Village's share of insurance premiums actually paid during the three-month period. Such payment shall be made over a three-month time frame. The employee shall be solely responsible for the payment of any insurance premium for which she has opted to include the newborn as an insured.

ARTICLE XXXI – DEFERRED COMPENSATION

The Village shall pay fifty dollars (\$50.00) per pay period to an employee's Ohio Public Employees Deferred Compensation Program account. An employee shall not be entitled to this benefit if the employee is not contributing at least the minimum amount per pay period to the Ohio Public Employees Deferred Compensation Program.

ARTICLE XXXII – TERM OF TERMS OF EMPLOYMENT

Unless specifically provided herein, this Terms of Employment shall be effective as of 12:01 a.m. on the day of and shall remain in full force and effect until at least 12:00 a.m. on the day of _____.

It shall automatically be renewed from year to year thereafter, unless either party shall have notified the other, in writing, at least 90 days prior to the expiration of the Terms of Employment that it desires to modify the Terms of Employment. This current Terms of Employment shall remain in effect until a successor Terms of Employment is reached.

ARTICLE XXXIII – LAYOFF AND RECALL

Section 1. Notwithstanding the minimum staffing requirement under Article VIII (6)(F), the Village may determine that a long-term layoff or job abolishment is necessary because of lack of work or lack of funds. The Village shall notify the affected employees as soon as possible, but not less than sixty (60) calendar days in advance of the effective date of the layoff or job abolishment.

Section 2. The Village shall lay off employees within each classification in order of rank seniority, beginning with the employee with the least amount of seniority in rank and progressing to the employee with the most seniority in rank. Displaced employees in a promoted rank may displace or “bump” the least senior bargaining-unit employee remaining in a lower rank, provided the employee bumping into a lower rank has more rank seniority in the lower rank than the employee being bumped and provided the employee bumping into a lower rank meets the minimum qualifications for that position. This procedure shall continue until the last employee in the lowest rank has been reached and, if necessary, laid off.

Section 3. The Village shall recall employees from layoff from within each classification as needed. The Village shall recall such employees according to seniority, beginning with the employee with the most rank seniority and progressing to the least senior employee up to the number of employees to be recalled. An employee shall be eligible to be recalled for a period of thirty-six (36) months after the effective date of layoff.

Section 4. In the event an employee is laid off, the employee shall receive payment for all earned but unused vacation, earned days off, and compensatory time with their final check. If, at the end of the thirty-six (36) month recall period, any employee has not been recalled, they shall be paid the balance of their sick leave in accordance with Article XVII, Lump Sum Terminal Leave Benefits.

IN WITNESS WHEREOF, the parties hereto have set their names this _____ day
of _____, 2025.

ST. BERNARD FIRE FIGHTERS
UNION LOCAL #450, I.A.F.F.

VILLAGE OF ST. BERNARD

President

: _____
Mayor
