

CITY OF CLAYTON, OHIO

RESOLUTION NO. R - 01- 23- 10

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 4379

WHEREAS, the City of Clayton (City) and the International Association of Fire Fighters Local 4379 (Union) entered into a Collective Bargaining Agreement (CBA) dated April 1, 2022 through March 31, 2025; and

WHEREAS, the City and Union believe it to be in the best interest of both parties to clarify and amend the aforementioned CBA as further delineated in the attached MOU (*Exhibit A*).

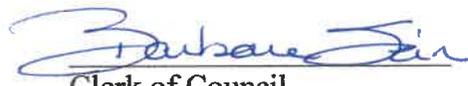
NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CLAYTON, STATE OF OHIO:

1. That the City Manager, on behalf of the City, is hereby authorized to enter into the attached Memorandum of Understanding (*Exhibit A*) with the Union. The appended Memorandum of Understanding is incorporated herein and made a part hereof.

ADOPTED BY COUNCIL ON JANUARY 5, 2023.

AUTHENTICATION:


Mayor (Presiding Officer of Council)


Clerk of Council

APPROVED AS TO FORM:


Law Director

CERTIFICATION OF PUBLICATION

This shall certify that that the text of the above referenced enactment or a summary thereof was published once in the following newspaper and a summary posted in three places of public access as designated by Council.

Name of newspaper

Brookville Star

Date of publication

January 11, 2023


CLERK

**MEMORANDUM OF UNDERSTANDING
Collective Bargaining Agreement**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between the City of Clayton, Ohio (hereinafter the “City”) and the International Association of Fire Fighters Local 4379 (hereinafter “Union”) to set forth specific items of clarification to and amendment of the current Collective Bargaining Agreement (“CBA”) between the City and the Union dated April 1, 2022 through March 31, 2025.

WHEREAS, the City and Union entered into the aforementioned CBA on April 22, 2022; and

WHEREAS, both City and Union believe it to be in the best interests of the parties to clarify and amend the aforementioned CBA as delineated herein.

NOW THEREFORE, the parties understand and agree as follows:

1. That Article 16 Section 3, *Work Period Overtime*, is hereby clarified as follows:
Work Period Overtime includes compensatory time earned and taken under Article 19 Section 6, *Attendance Bonus*, in the calculation of work period overtime. Comp time earned under this section will now be referred to as Holiday Comp time moving forward for clarification and tracking purposes. For example, FF Smith earned 12 hours of holiday comp time in compliance with article 19 section 6. When FF Smith uses those holiday comp time hours those hours are counted towards WPOT.
2. That Article 17, *Residency Requirements*, is hereby deleted and removed from the CBA.
3. That Article 24, *Wages*, at Page 18, is hereby amended as follows (deletions in strikethrough and additions in **bold**):

Firefighter/EMT

~~Receives part-time firefighter/paramedic top-out pay and shall receive no additional pay benefits other than work period overtime and holiday pay.~~

Firefighter/EMT Wage

2023 \$16.05

2024 \$16.37



Firefighter/EMT shall receive no additional pay benefits other than work period overtime and holiday pay.

IN WITNESS WHEREOF the parties set their hand as of the date(s) set forth after their respective names.

CITY OF CLAYTON

By: 

Amanda Zimmerlin, City Manager

Date: 1-6-2023

IAFF Local 4379

By: 

Union Representative

Date: 1/7/2023

Resolution No. R-01-23-10

Adopted: January 5, 2023