

REQUESTED BY: CITY MANAGER, BILL KOCHER

DATE OF FIRST READING:

12-15-2020

WAIVE RULES?

____ YES ____ NO

FINAL ACTION DATE:

1-5-2021

VOTE:

____ YES ____ NO

SUSPENSION OF TWO
READING RULE:

YES

NO

X

DENISE LINGO

JENNIFER MOODY

ROBERT PARSONS

~~CINDY SCHEETS~~

~~JUDY PETERSEN~~

JOE ROETTING

KISHA DOSA

CORDEL GEORGE

TOTALS

ADOPTION OF
ORDINANCE:

YES

NO

✓

✓

ABSENT

✓

ABSENT

✓

ABSENT

4

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ORDINANCE NO. 20-1933

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT
BETWEEN THE CITY OF MT. HEALTHY AND THE FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL, INC. REPRESENTING A BARGAINING UNIT OF CITY
EMPLOYEES IN THE CLASSIFICATION OF PART TIME POLICE OFFICERS**

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MT. HEALTHY,
STATE OF OHIO:

Section 1. That the City Manager is hereby authorized to execute an agreement
between the City of Mt. Healthy and the Fraternal Order of Police Ohio Labor Council, Inc.
representing a bargaining unit of City Employees in the classification of Part Time Police
Officers, a copy of which is attached hereto and made a part hereof.

Section 2. That this Ordinance shall be in full force and effect from and after the first
date provided by law.

Passed this 5 day of January, 2020.

Ron Butts
President of Council

Attest:

Melanie P. Z
Clerk of Council

Approved this 5 day of January, 2020.

Bill Kocher
Mayor

AGREEMENT

BY AND BETWEEN

THE CITY OF MT. HEALTHY

AND



**THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.**

Representing

Part-Time Police Officers

EXPIRES: December 31, 2023

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ARTICLE 1

AGREEMENT PURPOSE

Section 1.1. This Agreement, entered into by the City of Mt. Healthy, Ohio, hereinafter referred to as the "Employer", or the "City", and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "FOP/OLC", representing the part-time patrolmen, has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth in its entirety, the full and complete understandings and agreements between the parties governing wages, hours, terms and conditions of employment for those employees included in the bargaining unit as defined herein.

Section 1.2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or regulation from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of those rights and opportunities are set forth in the Agreement. The provisions of this Agreement constitute the entire Agreement between the parties, and all prior agreements, either oral or written, individual or collective, are hereby cancelled.

ARTICLE 2

SEVERABILITY

Section 2.1. The parties intend this Agreement to supersede and replace any state and local laws on the subjects covered by this Agreement. Where this Agreement makes no specification about a matter, the provisions of applicable law shall prevail. If by operation of law or by a court of competent jurisdiction it is found that any provision shall be of no further force and effect, the remainder of the Agreement shall remain in full force and effect for the Agreement term.

ARTICLE 3

RECOGNITION

Section 3.1. The Employer recognizes the Fraternal Order of Police, Ohio Labor Council, Inc. as the sole and exclusive representative for all part-time employees in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board as follows:

Included: Part-Time Patrol Officers

Excluded: Chief, Sergeants and above, Full-Time Patrol Officer's, and all other employees.

Section 3.2. The Employer will not recognize any other organization as the representative for any bargaining unit employee.

ARTICLE 4

FOP/OLC SECURITY

Section 4.1. The Employer agrees to deduct FOP/OLC membership dues twice each month from the pay of any eligible employee in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee or his designee. Upon receipt of the authorization, the Employer will deduct FOP/OLC dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer. The Employer will forward a check, for the aggregate of the dues deducted, to the FOP/OLC at 222 East Town Street, Columbus, Ohio 43215-4611 or such address as set forth by the FOP/OLC from time to time, once each month for the duration of this agreement.

Section 4.2. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) revocation of the check-off authorization; or (6) resignation by the employee from the FOP/OLC.

Section 4.3. The Employer shall not be obligated to make dues deductions from any employee who, during any pay periods involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of the FOP/OLC dues.

Section 4.4. The parties agree that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this Article regarding the deduction of the FOP/OLC's dues. The FOP/OLC hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deduction made by the Employer pursuant to this Article. Once the funds are remitted to the FOP/OLC, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the FOP/OLC.

ARTICLE 5

FOP/OLC REPRESENTATION

Section 5.1. Non-employee representatives of the FOP/OLC shall be admitted to the Employer's facility for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the FOP/OLC representative shall identify himself to the Employer or his designee and state the purpose of the visit.

The Employer or his designee shall facilitate (schedule) any necessary contact between the representative and an on duty bargaining unit member employee, provided that arrangement of the contact is not unduly disruptive of the employee's job responsibilities.

Section 5.2. One (1) employee selected by the FOP/OLC to act as the FOP/OLC representative for the purpose of processing and investigating grievances under the Grievance Procedure shall be known as the Associate. The Associate may have an alternate who shall act in his absence.

Section 5.3. No FOP/OLC meetings or other FOP/OLC activities shall take place during working hours without prior approval of the Chief of Police or his designee, provided that an Associate may discuss a grievance with an employee and/or his supervisor, for a reasonable period of time.

Section 5.4. The FOP/OLC shall have reasonable access to meeting areas of the Employer at reasonable times and only so far as any FOP/OLC meetings do not interfere with the Employer's business.

Section 5.5. The FOP/OLC Associate shall attend to the administration of this Agreement on a no loss/no gain basis.

Section 5.6. The FOP/OLC Associate shall be granted release time of up to two (2) days annually to attend the State Convention/Seminar by being allowed to change his days off for that week to coincide with the appropriate dates or to take vacation or personal leave time.

Such release time must be requested in writing at least fourteen (14) days in advance. The Employer will not deny the release time except in the event of an emergency.

ARTICLE 6

UNIFORMS

Section 6.1. The City of Mt. Healthy shall furnish uniforms as needed. The Chief of Police shall determine such need. All uniforms or equipment required of the employee by the Employer shall be furnished by the Employer, list will be provided by employer. One pair of shoes/boots will likewise be furnished each year by the Employer.

Section 6.2. Should a part-time officer fail to complete one year of service with the City of Mt. Healthy, said part-time officer shall reimburse the City for the cost of all uniforms and equipment supplied to the officer.

Section 6.3. Upon retirement, (a minimum of fifteen (15) years with the City of Mt. Healthy Police Department), the Employer (City of Mt. Healthy, Ohio) shall offer to sell the retiring employee the duty weapon issued to the officer for the sum of \$1.00. The employee's final annual earnings statement (Form W-2) shall include the fair market value of the weapon as untaxed income. Those who retire because of a mental/psychological disability will be excluded from this offer.

Section 6.4. Each part-time officer shall be permitted to have up to two (2) approved uniforms dry cleaned weekly the cost of which will be reimbursed by the employer on a quarterly basis. The cost of uniform repair will be borne on the employer. The employer has the discretion as to whether a uniform will be replaced or repaired.

Section 6.5. Body armor will be issued to all officers of the Mt. Healthy Police Department. Body armor will be replaced in accordance with manufacturers' recommendations and will be NIJ compliant. The City agrees to pay 100 percent of the replacement cost of each employee's body armor, not to exceed an actual cost to the City of \$700.00. All patrol officers are required to wear body armor while working on duty for the Mt. Healthy Police Department.

ARTICLE 7

NON-DISCRIMINATION

Section 7.1. Neither the Employer, its agents, agencies, or officials, nor the Mt. Healthy Police Association or its agents or officers shall unlawfully discriminate against any employee on the basis of age, sex, gender identity, sexual orientation, military status, veteran status, race, color, religion, national origin, disability or ancestry of any person.

Section 7.2. The Employer and the FOP/OLC agree not to interfere with the desire of any person to become or refrain from becoming a member of the FOP/OLC.

Section 7.3. All references in this Agreement to the male gender shall be construed to be equally applicable to females.

ARTICLE 8

MANAGEMENT RIGHTS

Section 8.1. The Employer's exclusive rights include, but shall not be limited to the following, except as expressly limited by the terms set forth in this Agreement:

- A. Determine matters of inherent managerial policy, which include, but are not limited to areas of discretion or policy such as functions and programs, standards of service, overall budget, use of technology and organization structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve efficiency and effectiveness of operations, and programs;
- D. Determine the overall methods, process, means, or personnel by which operations are to be conducted;
- E. Suspend, discipline, demote, or discharge, for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Department as a unit of government;

H. Effectively manage the work force; and

I. Take actions to carry out the mission of the Department as a governmental unit.

Section 8.2. The FOP/OLC recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement shall remain the function of the Employer.

ARTICLE 9

PERSONNEL FILES

Section 9.1. Each employee may request to inspect his official personnel file maintained by the Employer. Inspection of the individual's personnel file shall be by scheduled appointment requested in writing or by phone call to the Employer. Appointments shall be during the regular scheduled work hours of the administrative staff of the Employer. An employee shall be entitled to have a representative of his choice accompany him during such review. Any employee may copy documents in his official personnel file.

Section 9.2. If an unfavorable statement or notation is in the official personnel file, the employee shall be given the right to place a statement of rebuttal or explanation in the file. No anonymous material of any type shall be included in the employee's official personnel file.

Section 9.3 The Employer and Employees understand that release of an employee's personnel file is subject to the laws of the State of Ohio. The City of Mt. Healthy is obligated under current State law to release certain types of personnel information upon demand. The employer will notify the employee of any requests for information regarding the employee's personnel file.

- A. If the Employer receives a public records request for the inspection of any information about an employee covered by this agreement contained within the files kept by the Employer, the Employer shall ascertain the identity of the person making such a request.
- B. No information may be released until the Employer has provided the employee with a summary of the information about the employee that will be released and to whom it will be released. If the employee is question is satisfied the information being released does not place the officer or their family at risk of irreparable harm and the information being released is in compliance with current case law, the employee will agree with its immediate release. Should the employee feel the information being released places the employee or their immediate family at risk of irreparable harm or does not comply with current case law, the following steps will apply.
 - 1. The employee will have five (5) days after being notified in (2) above to file an objection to the release of information and/or to request an opportunity to be heard regarding such release.

2. If the employee requests a hearing on the release of his or her information, the Employer shall hold such hearing within a reasonable amount of time, and shall allow the employee the opportunity to be heard.
3. If, after the hearing, the Employer determines that disclosure of the requested information would not threaten the officer's and or the officer's families' personal security, or said information is not otherwise protected from disclosure, the Employer will release the information requested.

Section 9.4 Records of suspensions shall cease to have effect and shall be removed from the file thirty (30) months from the date of issuance, provided no intervening discipline has occurred. Records of written reprimands shall cease to have effect and shall be removed from the file eighteen (18) months from the date of issuance, provided no intervening discipline has occurred. A Letter of Counseling (verbal reprimand, date and time recorded) shall cease to have effect and shall be removed from the file six (6) months from the date of issuance, provided no intervening discipline has occurred.

ARTICLE 10

PROBATIONARY PERIOD

Section 10.1. Every newly hired employee shall be required to successfully complete a probationary period. The probationary period shall begin the first day for which the employee receives compensation from the Employer following their Field Training Program and shall continue for a period of one (1) calendar year. A new hire probationary employee may be terminated at any time during his probationary period and shall have no right to appeal of the termination under this Agreement. By mutual agreement between the Employer and the Union, the probationary period of an employee may be extended for a period of up to six (6) months in lieu of termination.

Section 10.2. A part-time employee who are promoted to full-time status and have worked a total of 2080 hours or more will not be required to serve another probationary period.

Section 10.3. If an employee voluntarily leaves employment prior to the completion of probation, he/she shall reimburse the city for all actual uniform and training cost provided by the City, up to, but no more than \$2,000.00

ARTICLE 11

SENIORITY

Section 11.1. "Seniority" shall be computed on the basis of uninterrupted length of continuous service with the City, as a part-time sworn officer. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

Section 11.2. Employees laid off shall retain their seniority for a period of twenty-four (24) months from the date of layoff.

Section 11.3. Employees shall have no seniority during their probationary period, but shall be granted seniority upon successful completion of the probationary period, calculated from the date of hire as a part-time sworn officer with the City.

ARTICLE 12

LAYOFF AND RECALL

Section 12.1. When the Employer determines that a long-term layoff or job abolishment is necessary, he shall notify the affected employees fourteen (14) days in advance of the effective date of layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, as soon as possible.

Section 12.2. In the event of any layoff all part-time personnel shall be laid off first in the inverse order of seniority, with the least senior employee being laid off first. The full-time personnel shall then be laid off in the same inverse order.

Section 12.3. Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of recall. Any training required in this Section shall be at the Employer's expense and time.

Section 12.4. Notice of recall shall be sent to the employee by certified mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

Section 12.5. The laid off employee shall have five (5) calendar days following the date of receipt of the certified mail recall notice to notify the Employer of his intention to return to work, and shall have fourteen (14) calendar days following the date of receipt of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice. An employee failing to notify the Employer of his intention to return within five (5) days, or failing to report for duty within fourteen (14) days of notice shall be removed from the recall list and be deemed to have resigned.

ARTICLE 13

GRIEVANCE PROCEDURE

Section 13.1. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement.

Section 13.2. A grievance may be filed by any member of the bargaining unit. Where a group of bargaining unit members desires to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such a group shall process the grievance. Such a grievance shall be defined as a group grievance. The names of each member, if practical on behalf of which the grievance is filed, shall be made available at the first hearing. Group grievances shall be presented in the first instance to the supervisor common to all employees in the group. The grievance procedure outlined in Section 13.6 shall be used throughout.

Section 13.3. All grievances must be processed and answered at the proper step in the grievance progression to be considered at the next step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step.

Time limits set forth herein may only be extended by a mutual agreement of the parties. The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer or his designee within the stipulated time limits shall be considered to have been appealed to the next step in the grievance procedure.

Section 13.4. Written grievances must be filed on the form provided by the FOP/OLC and shall contain, but not be limited to, the following information.

1. Date and time grievance occurred;
2. Description of incident giving rise to the grievance;
3. Articles and sections of the Agreement involved;
4. Relief requested; and
5. Signature of the employee.

Section 13.5. Disciplinary grievances involving suspension or discharge are to be appealed directly to Step 2 of the grievance procedure as specified in Section 13.6. All other grievances related to disciplinary action are to be filed at Step 1.

Section 13.6. The following steps shall be followed in the processing of a grievance.

Step 1 - Within fourteen (14) calendar days of the incident or knowledge of the incident which gave rise to the grievance, the aggrieved employee shall notify the Chief of Police in writing of the grievance. The notification shall occur in the following manner.

Filing of Grievance: All grievances must be reduced to writing on a form provided by the Fraternal Order of Police, Ohio Labor Council, Inc., and filed in person, when possible, with the Police Chief. When it is not possible to file in person with the Police Chief, the grievant shall file the grievance with the Supervisor on Duty, Police Clerk, or person performing the duties of the Police Clerk for the purpose of the grievance to be "time stamped" as proof of filing. The Supervisor, Police Clerk or person performing the duties of the Police Clerk shall forward the grievance to the Police Chief. If the Supervisor, Police Clerk or person performing the duties of the Police Clerk delays or fails to forward the grievance to the Police Chief, the grievant shall not be held responsible and the time limit (below) shall start at the time the grievance is received/"time stamped". A copy of the "time stamped" grievance shall be provided to the grievant at the time it is filed.

The Police Chief shall investigate the matter and respond to the grievant within fourteen (14) calendar days of the initial notification. The Police Chief, as opposed to one of the Police Chief's subordinates (i.e. Sergeant), is the decision maker for the Step 1 response.

Step 2 - A grievance unresolved at Step 1 may be submitted by the grievant to the City Manager within fourteen (14) calendar days from receipt of the Step1 answer. The City Manager, within fourteen (14) calendar days of receipt of the grievance, shall schedule and hold a meeting with the grievant and his Mt. Healthy Police Association or Fraternal Order of Police, Ohio Labor Council, Inc. representative. The City Manager shall issue his written response to the grievance within fourteen (14) calendar days of the meeting.

Grievances unresolved at Step 2 may be submitted to arbitration upon request of the FOP/OLC in accordance with Section 13.7 of this Article.

Section 13.7. The FOP/OLC, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) calendar days from the date of the final answer on a grievance from Step 3, the FOP/OLC shall notify the Employer, in writing of its intent to seek arbitration of an unresolved grievance.

The parties shall attempt to draft an agreed upon submission statement. If the parties are unable to agree upon a submission statement, the arbitrator shall frame the issue or issues to be decided.

The Employer's representative shall notify the FOP/OLC of any question of arbitrability, and of its intent to raise the question at the arbitration hearing.

After receipt of a request to arbitrate, a representative of each party (FOP/OLC and Employer) shall select an arbitrator in the following manner:

The Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of seven (7) arbitrators from FMCS area #15 (OHIO). The parties

shall alternately strike the names of the arbitrators, , until only one name remains. Either party may once reject the list and request from the FMCS another list of seven (7) names until a mutually agreed arbitrator is selected. The party rejecting and requesting subsequent list(s) is responsible for any cost incurred to obtain subsequent list.

The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of the specific Articles and Sections of this Agreement, and shall be without power or authority to make any decision:

1. Contrary to, or inconsistent with, or modifying or varying in any way the terms of this Agreement or applicable laws;
2. Contrary to, or inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules or regulations, established by the Employer so long as such practice, policy, or regulations do not conflict with this Agreement.

The Arbitrator shall be without authority to recommend any right of relief on an alleged grievance occurring at any time other than the contract period in which such right originated or make any award based on rights arising under any previous Agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

The decision of the arbitrator shall be final and binding on the grievant, the FOP/OLC, and the Employer. The arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and argument or submission of final briefs.

The cost and fees of the arbitrator shall be borne equally by the parties. The expense of any non-employee witness shall be borne, if any, by the party calling them. 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 reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearings shall not lose pay or benefits to the extent such hearing hours are during scheduled working hours on the day of the hearing. Any cancellation fee charged by the arbitrator shall be borne by the party (or parties) canceling the hearing.

Section 13.8. Disciplinary actions of Letter of Counseling and Written Reprimand may be appealed through the grievance procedure, but are not subject to the arbitration procedure.

ARTICLE 14 **DISCIPLINE**

Section 14.1. The tenure of every employee subject to the terms of this Agreement shall be during good behavior and efficient service. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. The Employer

may take disciplinary action for actions which occur while an employee is on duty, or which occur while an employee is working under the colors of the Employer, or in the instances where the employee's conduct reflects adversely upon the Employer. Forms of disciplinary action, but not necessarily the order of discipline, are:

1. Verbal reprimand, date and time recorded;
2. Written reprimand;
3. Suspension without pay; and
4. Discharge.

Records of Discipline shall cease to have effect as indicated in Section 9.4 of this agreement.

Employee Supplemental evaluation logs ("ESLs") are performance-based actions kept for the purpose of tracking progress and creating accurate evaluations. ESLs do not constitute a form of discipline, but repeated ESLs which occur may serve as a basis for the issuance of discipline (i.e. Verbal and Written reprimand). ESLs shall cease to have effect and shall not be considered for the basis of discipline six (6) months from the date of issuance, provided no intervening ESL has been noted of the same or similar nature.

Section 14.2. Incompetence, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave or any other failure of good behavior or any other acts of misfeasance, malfeasance, or nonfeasance in office shall be cause for disciplinary action. Anonymous complaints may result in initiating investigative action(s), but shall not be cause for disciplinary action without any corroborative evidence. .

Section 14.3. Except in instances wherein the employee is charged with serious misconduct, discipline will be applied in a progressive and uniform manner. 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. Disciplinary penalties shall be appropriate to the severity of the offense, and as such the forms of discipline listed in Section 14.1 do not necessarily represent a systematic order to be followed in all instances.

Section 14.4. Anytime the Employer or any of his representatives has reason to discipline any employee, it shall be done in a manner that will not intentionally embarrass the employee before the other employees or the public.

Section 14.5. Whenever the Chief of Police or designee determines that an employee may be disciplined for cause (including all suspensions, reductions or termination), a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct. This provision does not apply to Verbal Reprimands or Written Reprimands.

Section 14.6. No less than forty-eight (48) hours prior to the scheduled starting time of the conference, the Chief will provide to the employee and the City Manager a written outline of the charges which may be the basis for disciplinary action. The employee must choose to:

(1) appear at the conference to present an oral or written statement in his/her defense; (2) appear at the conference and have a chosen representative present an oral or written statement in defense of the employee; or (3) elect in writing to waive the opportunity to have a pre-disciplinary conference. The City Manager, or his designee, shall conduct the pre-disciplinary conference.

Section 14.7. At the conference the employee may present any testimony, witnesses, or documents which explain whether or not the alleged conduct occurred. The employee may be represented by any person he or she chooses. The parties shall provide a list of witnesses to each other not later than twenty-four (24) hours prior to the pre-disciplinary conference.

Section 14.8. The employee or his representative will be permitted to confront and cross examine witnesses. A written report will be prepared by the City Manager concluding as to whether or not the alleged conduct occurred, and deciding what discipline, if any, is appropriate. A copy of this report will be provided to the employee within fifteen (15) days following the conference. Any disciplinary action ordered by the City Manager shall commence not later than forty-five (45) days after issuance of the report.

Section 14.9. Any employee charged with or under indictment for a felony who is not disciplined or discharged by the Employer, may be placed on a leave of absence without pay until resolution of the court proceedings. An employee found guilty by the trial court of a felony shall be summarily discharged. Where the employee is found not guilty of the charges or any lesser offense including misdemeanor the employee may be subject to discipline pursuant to the terms of this Article, but he shall be paid for all lost straight time hours.

Section 14.10. Whenever the Employer or any of his representatives questions bargaining unit employees in reference to alleged or suspected misconduct of which a sustained charge could result in suspension or discharge, either in preliminary investigations or in pre-disciplinary conferences, the following conditions shall apply:

- A. Employees being questioned as witnesses shall be so informed.
- B. When an employee who is suspected of misconduct is questioned regarding such misconduct, he shall be apprised of the nature of the suspected misconduct as it is known at that time and his right to have the opportunity to have a FOP/OLC representative or a representative of his choice present during the questioning.
- C. Prior to questioning, the employees will be given their Miranda and/or Garrity Rights (including witnesses) and shall be informed that failure to respond truthfully may result in disciplinary action for insubordination or dishonesty.

- D. Either or both parties may record (audio and/or video) any investigative interviews, pre-disciplinary or disciplinary conferences. If requested the parties will make available a copy of the recordings to the other party.
- E. Preliminary investigations and pre-disciplinary conferences shall be held either during an employee's scheduled working hours or at a time in reasonable proximity to his shift.
- F. Questioning sessions shall be for reasonable periods and shall allow for personal necessities and rest periods, it being understood that there shall be no period of continuous questioning exceeding one (1) hour without provision for a ten (10) minute rest break.
- G. No employee shall be subjected to abusive language during questioning. No promise of reward shall be made as an inducement to answer questions.

Section 14.11. No employee shall be subject to disciplinary actions solely on the basis of results of a polygraph, CVSA or other mechanical truth verification examination.

ARTICLE 15

HOURS OF WORK , OVERTIME, AND HOLIDAY'S

Section 15.1. Part-time officers will be paid one and one half their regular hourly rate for hours worked over eight hours per day or forty hours per week (Sunday through Saturday).

Section 15.2. For Court appearances that do not occur during an officer's scheduled shift, officers will be guaranteed a minimum of three (3) hours pay at one and one half times their regular rate of pay. Bargaining unit members required, or authorized by the Chief, to use his personal vehicle for such appearances shall be reimbursed for actual miles driven at the existing I.R.S. authorized rate. In addition, the bargaining unit member will be reimbursed for parking when using their personal vehicle under these situations. Court time will only be paid if the Officer presence is required as a result of his official position as a Mt. Healthy Police Officer. For training (schools - weapons shoots) that does not occur during an officer's scheduled shift, officers will be guaranteed a minimum of three (3) hours of pay at straight time.

Section 15.3. Part-time officers who work one of the legal holidays listed below will be paid one and one-half times their regular hourly rate. Officers who work Christmas Eve and New Years Eve between the hours of 1500 and 2300 will be paid one and one-half times their hourly rate for a maximum of four (4) hours.

New Year's Day
Martin Luther King, Jr. Day
Presidents Day
Memorial Day
Juneteenth (June 19th)

Columbus Day
Veterans Day
Thanksgiving Day
Christmas Eve
Christmas Day

Independence Day
Labor Day

New Year's Eve

Section 15.4. The number of Part-time officers will not exceed the maximum authorized number of Full-Time officers.

Section 15.5. Part-time officers who are scheduled/mandated or volunteer when called by the Chief, a Sergeant or Officer in Charge to work two shifts without a minimum of a sixteen (16) hour break will be considered to have worked a "double back" and will receive their overtime rate for the hours they work the shift following the double back.

Section 15.6. Hours of work will be equally offered to bargaining unit members depending on the members' availability. Bargaining unit members will be required to make themselves available to work a minimum of three (3) shifts per week on three separate days. Making themselves available six (6) partial shifts per week will also fulfill this requirement. . There is no requirement that the City actually schedule members' three (3) shifts per week. Bargaining unit members may, at their discretion, trade work days with other available bargaining unit members. Trades must be documented on the appropriate form and approved by a supervisor. Voluntary trades of this nature are not subject to Section 15.5. The City agrees that hours will not be withheld from members based on their hourly rate of pay.

Section 15.7. Call Out Pay

If an officer is called in to work outside of their regularly scheduled hours the officer will receive a minimum of 4 hour pay, at their regular rate of pay, unless this creates more than 8 hrs worked per day and or over 40 hrs per week at which time the officer will be compensated at the appropriate overtime rate of pay.

ARTICLE 16
INSURANCE

Section 16.1. Upon successful completion of six (6) months of service with the City of Mt. Healthy, Part-Time Officers having worked no less than an average of twenty-five (25) hours or more per week, in the previous four (4) work weeks, shall on the first payroll of the month receive a two hundred-fifty (\$250.00) insurance stipend. Part-Time Officers injured on duty shall continue to receive the above stipend while injured and unable to work for the City of Mt. Healthy, Ohio.

Section 16.2. Part-time officers shall be covered by Workmen's Compensation insurance according to the laws of the State of Ohio.

ARTICLE 17
DEATH BENEFIT

Section 17.1. The City of Mt. Healthy, Ohio shall pay an accidental death benefit to the surviving spouse, or other designated beneficiary, or to the estate of the part-time officer

killed in the line of duty. The death benefit shall be in the amount of \$20,000. A copy of this policy will be provided upon request.

ARTICLE 18 **PENSION**

Section 18.1. The City of Mt. Healthy, Ohio shall continue to pay its share of contributions to the Public Employees Retirement System of Ohio for part-time officers as required by state law.

ARTICLE 19 **WAGES**

Section 19.1. Beginning January 1, 2021, the hourly pay rates for part-time officers will be a percentage of the full-time officers hired after September 1, 2013 contractual rates based on their experience as follows:

0-12 months	Step 1 @ 65%	=	\$18.53
12+ months	Step 1 @ 100%	=	\$28.5085

Beginning January 1, 2022, the hourly pay rates for part-time officers will be a percentage of the full-time officers hired after September 1, 2013 contractual rates based on their experience as follows

0-12 months	Step 1 @ 65%	=	\$18.99
12+ months	Step 1 @ 100%	=	\$29.2212

Beginning January 1, 2023, the hourly pay rates for part-time officers will be a percentage of the full-time officers hired after September 1, 2013 contractual rates based on their experience as follows

0-12 months	Step 1 @ 65%	=	\$19.56
12+ months	Step 1 @ 100%	=	\$30.0978

Section 19.2. The employer, at its sole discretion, reserves the right to place a new hire employee at step 2 of the wage scale.

Section 19.3. OIC: When two (2) or more Part-Time officers are present and no Full-Time Officer, Sergeant or Chief are present, the Part-Time Police Officer with seniority in rank will be considered the Officer In Charge (OIC). The OIC shall receive an additional \$1.50 per hour worked in the capacity of OIC.

Section 19.4. FTO: Effective January 1, 2018, part-time Patrol Officers acting as a Field Training Officers shall receive an additional \$1.50 per hour for every hour worked in the Field Training Officer Capacity.

Section 19.5 Whereas the employees are frequently the first at the scene of a critical incident, often administer emergency first aid and are exposed to hazardous situations/substances, all employees shall be paid an annual First Responder's wage supplement of \$375.00.

This payment shall be made on the Employee's anniversary date in a check separate from the normal payroll check.

Section 19.6 PATROL BONUS PAY

Any Part-Time Police Officer who holds a certification or is engaged/assigned to one or more of the following:

Master Criminal Investigator,
Crime Scene Technician,
Traffic Crash/Accident Investigator,
CALEA Program Manager,
Certified Instructor,
Member of a Quick Reaction Force/Special Tactics Unit,

and has 3 years or more of service as an officer with the Mt. Healthy Police Department, shall receive pay equal to one percent (1%) of his/her base annual wage. A Full-Time Police Officer who has 6 years or more of service as an officer with the Mt. Healthy Police Department, and meets more than one of above list, shall receive pay equal to one and one-half percent (1 1/2%) of his/her base wage.

Patrol Bonus Pay shall begin the first full pay period following the effective date of his/her change in eligibility.

ARTICLE 20
COMMUNICABLE DISEASES

Section 20.1. Exposure to Blood Borne Pathogens (BBP) and Other Potentially Infectious Material (OPIM) is an inherent health hazard for all bargaining unit positions. The Employer shall provide Hepatitis B vaccinations to all employees at the Employer's expense. Employees shall have the opportunity to accept or not accept the vaccinations, and shall so indicate on forms provided by the Employer.

Employees exposed to tuberculosis (TB) shall be provided with TB tests at the Employer's expense. Employees who test positive for TB shall be provided with necessary medication at the Employer's expense to the extent such medication is not paid for under the health insurance plan.

Section 20.2. In the event that an employee has a reasonable belief that he/she has been exposed to a biological or chemical hazard, pathogen or a communicable disease in the line of duty, the employee shall be tested for any condition resulting from such exposure.

Any cost of testing shall be paid by the Employer.

ARTICLE 21

MISCELLANEOUS

Section 21.1. Should the City of Mt. Healthy choose to hire a full-time officer, part-time officers on the eligibility list will be given first consideration.

Section 21.2. Shotguns 15: All officers assigned to patrol or investigative duties shall have a shotgun mounted in and readily available in their City provided vehicle while on duty with the City of Mt. Healthy. If AR 15/long guns are purchased by the City, they will be made available to part time employees in the same manner as offered to full time employees of the department.

Section 21.3 The employer shall provide to each Bargaining Unit Employee, if the Employee so desires, a printed copy of the Police Policy Manual and City Policy Manual.

ARTICLE 22

DRUG/ALCOHOL TESTING

Section 22.1. Drug/alcohol testing may be conducted on employees upon reasonable suspicion. Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:

1. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
2. A pattern of abnormal conduct or erratic behavior;
3. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;
4. Information provided either by reliable and credible sources or independently corroborated;
5. Evidence that an employee had tampered with a previous drug test; and
6. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.
7. Post-accident testing will be conducted whenever an automobile accident occurs, regardless of whether there is an injury. An automobile accident is defined as an unplanned, unexpected or unintended motor vehicle crash that occurs during working hours that involves a City owned motor vehicle used in conducting City business, or is within the scope of employment that results in any of the following:

- a. A fatality of anyone involved in the accident;
- b. Bodily injury to the employee and/or another person that requires off-site medical attention away from the City's place of employment;
- c. Vehicular damage in apparent excess of one thousand dollars (\$1,000.00); or
- d. Non-vehicular damage in apparent excess of one thousand dollars (\$1,000.00).

When such accident results in one of the situations listed above, any employee who operated the vehicle that contributed to the accident will be tested for drugs or alcohol use or both. Motor vehicle accidents that involve a City owned vehicle and an animal (deer, dog etc.) will not require testing regardless of monetary damage to the vehicle.

Section 22.2. Drug/alcohol testing shall be conducted solely for administrative purposes and the results obtained shall not be used in criminal proceedings. Under no circumstances may the results of drug/alcohol screening or testing be released to a third party for use in a criminal prosecution against the affected employee. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the initial testing results alone.

Section 22.3. All drug screening tests shall be conducted by medical laboratories meeting the standards of the National Institute of Drug Abuse and the National Institutes of Health. No test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry full scan test. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in two (2) separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article. The Employer's Medical Review Officer shall review all confirmed positive results from the laboratory.

Section 22.4. Alcohol testing shall be done in accordance with the law of the State of Ohio to detect drivers operating a motor vehicle under the influence.

Section 22.5. The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results to the Employer only. A representative for the bargaining unit shall have a right of access to the results upon request to the Employer, with the employee's consent. Refusal to submit to the testing provided for under this Agreement shall be grounds for discipline.

Section 22.6. If a drug screening test is positive, a confirmatory test shall be conducted utilizing the samples collected in the manner prescribed above.

In the event the second test confirms the results of the first test, the Employer may proceed with the sanctions as set forth in this Article.

Section 22.7. If after the testing required above has produced a positive result the employee shall be permitted to participate in any rehabilitation or detoxification program covered by his insurance, or of his choice. Any discipline allowed by the positive findings provided for above shall be deferred pending successful rehabilitation of the employee within a reasonable period. An employee who participates in a rehabilitation or detoxification program shall be placed on medical leave of absence for the period of the rehabilitation or detoxification program. Prior to being placed on leave without pay, the employee may use any accrued vacation leave. Upon satisfactory completion of such program, as verified in writing by the treatment facility and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee shall be returned to his former position. Such employee may be subject to periodic retesting upon his return to his position for a period of eighteen (18) months from the date of his return to work. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay, for a period not to exceed ninety (90) days.

Section 22.8. If the employee refuses to undergo rehabilitation or detoxification or if he tests positive during a retesting after his return to work from such a program, the employee shall be subject to disciplinary action, including removal from his position and termination of his employment.

Section 22.9. Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense. The employee may request a third sample be taken at the time the initial sample is taken. This sample shall be tested in accordance with Section 22.3.

Section 22.10. The provisions of this Article shall not require the Employer to offer a rehabilitation/detoxification program to any employee more than once.

Section 22.11. An officer assigned to a drug unit who works specifically with scheduled drugs may be subject to random testing.

ARTICLE 23 OFFICERS' RIGHTS AFTER CRITICAL INCIDENT

Section 23.1 This Article only pertains to Officers' Rights after a critical incident with respect to an administrative interview/investigation. For the purposes of this Agreement, a "critical incident" is defined as a situation beyond the realm of an employee's usual experience on duty that overwhelms an employee's sense of vulnerability and/or lack of control over the situation which includes the following:

- Officer involved shooting while on-duty;
- Vehicle crash involving serious injury or death to an officer or citizen while on-duty;
- Officer being the victim of a felonious assault while on-duty;
- Witnessing the death of a fellow officer, colleague or partner while on-duty;
- Death or serious injury to someone in custody of officer while on-duty;
- Witnessing severe trauma or death of a child while on-duty (particularly if officer has a child near same age)
- Incident involving multiple deaths or injuries in short amount of time while on-duty (natural disaster or terrorist attack)

Section 23.2 Officers involved in a critical incident shall be granted forty-eight (48) hours prior to being required to give a statement and/or answer questions in an administrative interview/investigation. Any officer involved in a critical incident shall contact a crisis intervention specialist as soon as practicable. This is to ensure the Officer's physical and psychological well-being and to promote clear recall of the events. At the direction of the Police Chief or the City Manager, a greater amount of time may be granted.

Section 23.3 Officers involved in a critical incident shall not be denied individual access to their legal and Union representation upon request.

Section 23.4 Officers involved in a critical incident shall be allowed to view and review any notes, reports, video(s), audio(s) or other media created during or after the event upon request, to the extent permitted by law, when required to give a statement and/or answer questions in an administrative interview/investigation. This includes, but is not limited to, any body cam, dash cam video/audio should any exist. Any request under this Section shall not delay an administrative interview/investigation, acknowledging the 48 hours in Section ?.2.

Section 23.5 No employee may be compelled by the Employer to submit to a polygraph, CVSA, or any other truth verification instrument examination, nor shall any refusal to submit to such examination be mentioned in any investigation report, and such refusal shall not be construed in a negative light. If an employee voluntarily submits to a polygraph, CVSA, or any other truth verification instrument examination, no discipline shall result based solely on the result of the polygraph, CVSA, or other truth varication instrument or the interpretation of such.

Section 23.6 While a member may be required to appear before, give evidence or statement(s) to a Civilian Review Board or other type of Civilian oversite body, the employee shall have the right to be represented by legal counsel and/or a Union representative. Employees have the right to invoke their right against self-incrimination. A Civilian body shall have no authority to impose discipline on an employee. A Civilian body may make a recommendation on the merit of a complaint but shall be only advisory in nature and shall not be binding. Reports or determinations of a Civilian oversight body shall not be placed in an employee's personnel file unless discipline is issued by the City.

ARTICLE 24

DURATION

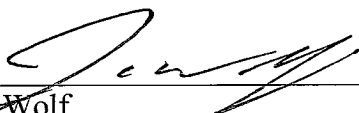
Section 24.1. Except as otherwise provided herein, this Agreement shall be effective from January 1, 2021 through and including December 31, 2023. Either party may file written notice of intent to modify or amend this Agreement no earlier one hundred and twenty (120) and no later than sixty (60) days prior to the expiration date. Such notice shall be hand-delivered or sent electronically.


Section 24.2 All sections of this Agreement shall remain in full force and effect until a new Agreement is reached.

Section 24.3. The Parties acknowledge that the Dispute Resolution Procedures under 4117 are available to these officers in the same manner as they apply to full-time police officers and sergeants.

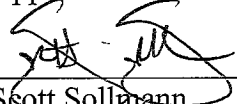
SIGNATURE


In Witness Whereof, the parties have hereunto signed by their authorized representatives
this 5 day of January, 2020.

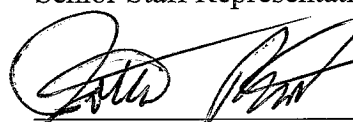

James Wolf
Mayor



William Kocher
City Manager

Approved to form:


Scott Sollmann
Director of Law


Barry L. Gray, FOP/OLC, Inc.
Senior Staff Representative


Jonathan Roth
Bargaining Team Member


Michael Varin
Bargaining Team Member