

REQUESTED BY: CITY MANAGER, BILL KOCHER

DATE OF FIRST READING: 6-15-2021 WAIVE RULES? ☒ YES ☐ NO
FINAL ACTION DATE: 6-15-2021 VOTE: ☒ YES ☐ NO

SUSPENSION OF TWO
READING RULE:

YES NO

☒ ☐
☒ ☐
☒ ☐
☒ ☐
☒ ☐
ABSENT
☒ ☐
6 0

DENISE LINGO
JENNIFER MOODY
ROBERT PARSONS
JOE ROETTING
KISHA DOSA
CORDEL GEORGE
CINDY SCHEETS

TOTALS

ORDINANCE NO. 21-1953

ADOPTION OF
ORDINANCE:

YES NO

☒ ☐
☒ ☐
☒ ☐
☒ ☐
☒ ☐
ABSENT
☒ ☐
6 0

AN ORDINANCE TO REPLACE THE EXISTING COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MT. HEALTHY AND THE MT. HEALTHY PART-TIME FIREFIGHTERS, AFSCME, OHIO COUNCIL 8, AFL-CIO WITH AN UPDATED AGREEMENT

WHEREAS, the existing agreement contains a wage chart that has been found to be incorrect.

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

Section 1. That the existing collective bargaining agreement between the City of Mt. Healthy and the Mt. Healthy Part-Time Firefighters, AFSCME, Ohio Council 8, AFL-CIO, be replaced with the updated version a copy of which is attached hereto and made a part hereof.

Section 2. That the City Council by a $\frac{3}{4}$ majority vote hereby dispenses with the requirement that the Ordinance be read on two separate days and hereby authorizes the adoption of the Ordinance upon its first reading.

Section 3. That Council finds and determines that all formal actions relative to the passage of this Ordinance were taken in an open meeting and that all deliberations of Council which resulted in the passage of this Ordinance were taken in meetings open to the public, in full compliance with all legal requirements including Section 121.22 of the Ohio Revised Code. That this Ordinance shall be in full force and effect from and after the first date provided by law.

Passed this 15 day of June, 2021.

Ron Bittner
President of Council

Attest: Melanie Brl
Clerk of Council

Approved this 15 day of June, 2021.

Mayor
Mayor

Approved as to form:

Scott A. Sollmann

Scott A. Sollmann, City Law Director

Collective Bargaining Agreement

Between

**Mt. Healthy Part-Time Firefighters,
AFSCME, OHIO COUNCIL 8,
AFL-CIO**

AND

The City of Mt. Healthy

From: April 1, 2021
To: Mar 31, 2024

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ARTICLE 1
AGREEMENT PURPOSE

A. This Agreement, entered into by the City of Mt. Healthy, Ohio, hereinafter referred to as the “Employer”, or the “City”, and AFSCME, Ohio Council 8, AFL-CIO hereinafter referred to as “the Union,” representing the part-time Firefighters, has as its purpose the following:

1. To comply with the requirements of Chapter 4117 of the Ohio Revised Code;

B. 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

A. 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 or the issue as addressed in the City’s personnel policy, will apply. 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. Nothing in this provision shall hinder the employer from amending their personnel policy.

ARTICLE 3
RECOGNITION

A. The employer recognizes AFSCME, Ohio Council 8, AFL-CIO 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: All persons in the following part-time positions: firefighters, firefighter/EMT’s, firefighter/medics, captains, and lieutenants in the Mt. Healthy Fire Department.

Excluded: All full-time employees; all supervisors, confidential employees, and management-level employees as defined by the Act, including the Fire Chief, Assistant Chief, and all seasonal and casual employees as defined by SERB.

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

ARTICLE 4 UNION SECURITY

- A. The Employer agrees to deduct AFSCME 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 or her designee. Upon receipt of the authorization, the Employer will deduct AFSCME 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 cause the dues deducted from eligible bargaining unit employees' pay to be remitted once each month in accordance with this article to the Controller, AFSCME, Ohio Council 8, 6800 North High Street, Worthington, Ohio 43085-2512.
- B. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's:
1. Termination or resignation 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; per the provisions of section F of this article.
- C. The laws regarding dues being used to finance political campaigns will be strictly followed. At the same time, bargaining unit members will not be hindered from

contributing additional, voluntarily donations to the Union's Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E.) committee, from the pay of an employee, upon receipt from the Union of an individual written authorization card, voluntarily executed by the Employee.

1. The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within to fifteen (15) days of the date they are deducted. Payment will be made by ACH to the Treasurer of P.E.O.P.L.E. and transmitted to AFSCME, AFL-CIO, P.O. BOX 65334, Washington, D.C., 20035. At the same time as the ACH payment is made an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction will also be sent. This list must be separate from the list of employees who had union dues deducted.
 2. An Employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time.
 3. The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.
 4. All P.E.O.P.L.E. contributions shall be made as a deduction separate from the dues.
- D. 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 deductions of the Union dues.
- E. 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 Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

- F. Any voluntary dues checkoff authorization shall be irrevocable, regardless of whether an employee has revoked union membership for a period of one year from the date of execution of the dues checkoff authorization and for year to year thereafter, unless the employee gives the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty-five (25) days before the end of any yearly period. Copies of employees' dues checkoff authorization cards are available from the Union upon request.

ARTICLE 5 UNION REPRESENTATION

- A. Non-employee representatives of the Union shall be admitted to the Employer's facility for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the Union representative shall identify themselves to the Employer or its designee and state the purpose of the visit.
1. The Employer or their 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.
- B. One (1) employee selected by the Union to act as the Union representative for the purpose of processing and investigating grievances under the Grievance Procedure shall be known as the Union Steward. The Union Steward may have an alternate who shall act

in their absence.

- C. A Union Steward must first get permission from the Chief or his/her designee before conducting union business while on duty. No request will be unreasonably denied.
- D. The Union shall have reasonable access to meeting areas of the Employer at reasonable times and only so far as any Union meetings do not interfere with the Employer's business.
- E. The Union Steward shall attend to the administration of this Agreement on a no loss/no gain basis.
- F. The Union Steward shall be granted release time of two (2) days annually to attend the State Convention/Seminar by being allowed to change their days off for that week to coincide with the appropriate dates or to take vacation or personal leave. 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

- A. The department will replace "worn out" uniforms. If the bargaining unit member feels that they need to replace station uniforms, they must show the article of clothing they want replaced to the designated uniform officer.
- B. Uniforms that can be replaced are:
 - a. Pants
 - b. Polo Shirt
 - c. T-Shirt
 - d. Job Shirt
 - e. Ball Cap

- f. Winter Knit Cap
- g. Breast Cancer T-Shirt

- C. No member of the bargaining unit who has asked for items to be replaced will be disciplined for those items appearing "worn out" or in disrepair.

ARTICLE 7 NON-DISCRIMINATION

- A. Neither the Employer, its agents, agencies, or officials, nor the Union 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, political affiliation, disability or ancestry.
- B. The Employer and the Union agree not to interfere with the desire of any person to become or refrain from becoming a member of the Union.

ARTICLE 8 MANAGEMENT RIGHTS

- A. 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:
 - 1. 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;
 - 2. Direct, supervise, evaluate, or hire employees;
 - 3. Maintain and improve efficiency and effectiveness of operations, and programs;
 - 4. Determine the overall methods, process, means, or personnel by which operations are to be conducted;
 - 5. Suspend, discipline, demote, or discharge, for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

6. Determine the adequacy of the work force;
 7. Determine the overall mission of the Department as a unit of government;
 8. Effectively manage the work force; and
 9. Take actions to carry out the mission of the Department as a governmental unit.
- B. The Union 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

- A. Each employee may request to inspect his or her 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 their choice accompany them during such review. Any employee may copy documents in their official personnel file.
- B. 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.
- C. Records of suspensions shall cease to have force thirty (30) months from the date of issuance, provided no intervening discipline has occurred. Records of written reprimands shall cease to have effect 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 six (6) months from the date of issuance, provided no intervening discipline has occurred.

ARTICLE 10 PROBATIONARY PERIOD

- A. 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 or her probationary period and shall have no right to appeal of the termination under this Agreement or to the Civil Service Commission.

ARTICLE 11
SENIORITY

- A. "Seniority" shall be computed on the basis of uninterrupted length of continuous service with the City, as a Firefighter. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.
- B. Employees laid off shall retain their seniority for a period of twenty-four (24) months from the date of layoff.
- C. 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 firefighter with the City.

ARTICLE 12
LAYOFF AND RECALL

- A. When the Employer determines that a long-term layoff or job abolishment is necessary, they 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.
- B. 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.
- C. 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 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.
- D. 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.
- E. 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 or her 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 or her intention to return within five (5) calendar days, or failing to report for duty within fourteen (14) calendar days of notice shall be removed from the recall list and be deemed to have resigned.

ARTICLE 13

GRIEVANCE PROCEDURE

- A. 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.
- B. 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 F of this article shall be used throughout.
- C. 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.
 - 1. 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 their designee within the stipulated time limits shall be considered to have been appealed to the next step in the grievance procedure.
- D. Written grievances must be filed on the form provided by AFSCME, Ohio Council 8, AFL-CIO 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 or in the absence of the employee or a group grievance, the signature of the steward filing the grievance.
- E. Disciplinary grievances involving suspension or discharge are to be appealed directly to Step 3 of the grievance procedure as specified in Section F of Article 14. All other grievances related to disciplinary actions are to be filed at Step 1.

F. The following steps shall be followed in the processing of a grievance:

Step 1 – Within seven (7) calendar days of the incident or knowledge of the incident, but in no case later than forty-five (45) calendar days from the actual fact, which gave rise to the grievance, the aggrieved employee shall notify in writing their grievance with the Assistant Chief, who shall investigate the matter and respond to the grievant within five (5) calendar days of the initial notification.

Step 2 – A grievance unresolved at Step 1 may be submitted by the grievant in writing to the Fire Chief within five (5) calendar days from receipt of the Step 1 answer. It shall be the responsibility of the Fire Chief to investigate the matter, hold such hearings as necessary, and to provide a written response to the grievant within seven (7) calendar days of receipt of the grievance. The grievant may, at his or her option, be represented by a representative of AFSCME, Ohio Council 8, AFL-CIO at any hearing or hearings held at this level or above.

Step 3 – A grievance unresolved at Step 2 may be submitted by the grievant to the City Manager within seven (7) calendar days from receipt of the Step 2 answer. The City Manager, within seven (7) calendar days of receipt of the grievance, shall schedule and hold a meeting with the grievant and their Union representative. The City Manager shall issue their written response to the grievance within seven (7) calendar days of the meeting.

Mediation

If the Union feels that an unsatisfactory answer has been provided at Step 3 of the grievance process, prior to submitting the matter to arbitration, the parties may mutually consent to submit the grievance to mediation. The parties shall use the no cost mediation process provided by the Federal Mediation and Conciliation Service (FMCS) and shall conduct the mediation in accordance with the rules of the FMCS. Once a grievance has been submitted to mediation, the time limits for arbitration set forth in this Article will be suspended until the grievance mediation process is completed, or the Employer notifies the union in writing that it no longer wishes to mediate.

G. Grievances unresolved at Step 3 or during mediation may be submitted to arbitration upon request of the Union, in accordance with Section H of this Article.

H. The Union, 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 Union shall notify the Employer, in writing, of the Union's intent to seek arbitration of an unresolved grievance. If the parties have agreed to mediate the grievance under Section F above, that thirty (30) day notice shall begin to run if and when the Employer notifies the union in writing that it no longer wishes to mediate.

1. 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.
2. The Employer's representative shall notify the Union of any question of arbitrability, and of their intent to raise the question at the arbitration hearing.
3. After receipt of a request to arbitrate, a representative of each party (The Union and Employer) shall select an arbitrator in the following manner:
 - a. The FMCS shall be jointly requested to submit a panel list of seven (7) arbitrators from FMCS area #15 (Ohio). The parties shall strike the names of the arbitrators, with the Union striking first, 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.
 - b. The Arbitrator shall limit their decisions strictly to the interpretation, application, or enforcement of the specific Articles and Sections of this Agreement, and shall be without power and authority to make any decision contrary to, or inconsistent with or modifying or varying in any way the terms of the Agreement or applicable laws. Nor shall they make any decision 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.
 - c. 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.
 - d. The decision of the arbitrator shall be final and binding on the grievant, the Union, and the Employer. The arbitrator shall be requested to issue their decision within thirty (30) calendar days after the conclusion of testimony and argument or submission of final briefs.
 - e. The cost of 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.

- f. Disciplinary actions of Letter of Counseling or Written Reprimand may be appealed through the grievance procedure, but are not subject to the arbitration procedure.

I. Peer Review Procedure

- a. For employees who desire to file a grievance that would be initiated at the traditional Step 1 grievance level and involve issues including written warning, reprimands, and the results of performance evaluations, an alternative Peer Review Procedure is available. Such procedure is not available for grievances involving suspension, removals, or job audits.
- b. An employee having a grievance shall file a written grievance following the traditional Step 1 procedure with the portion of the form where it calls for a Supervisor having been filled in with Peer Review Procedure, within seven (7) calendar days of the incident or knowledge of the incident occurring.
- c. A hearing shall be scheduled by the Fire Chief or their designee within seven (7) calendar days of the receipt of the grievance. The panel will consist of one (1) bargaining unit member, one (1) non-union front-line worker and one (1) management team member. The panel will hear the grievance, determine if a contract violation has occurred and make a written decision, which is final and binding.
- d. The panel's decision is not arbitrable. The finding will be issued to the employee, the Union President and the Staff Representative in writing via email or by certified mail to AFSCME Ohio Council 8, 1213 Tennessee Ave, Cincinnati, OH 45229.

ARTICLE 14 DISCIPLINE

- A. 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 for just cause, as outlined by the Seven Standards of Just Cause in Appendix I and the full appendix of *Enterprise Wire*, 46 LA 359 (1966) is incorporated by reference. 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 there is substantial proof that an

employee engaged in off duty misconduct that adversely impacted the ability of the Employer to operate efficiently and effectively and that there is a nexus between that misconduct and the employee's job responsibility. Forms of disciplinary action, but not necessarily the order of discipline are:

1. Letter of Counseling (verbal reprimand, date and time recorded);
 2. Written Reprimand;
 3. Suspension without pay; and
 4. Discharge.
- B. Incompetence, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, unapproved 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 with no corroborative evidence shall not be cause for disciplinary action.
- C. 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 A(1), A(2), A(3) and A(4) do not necessarily represent a systematic order to be followed in all instances.
- D. Anytime the Employer or any of his or her 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.
- E. Whenever the Fire Chief or their designee determines that an employee may be disciplined for cause (including 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 Letters of Counseling or Written Reprimands.
- F. No less than forty-eight (48) hours prior to the scheduled starting time of the conference, the Fire Chief will provide to the employee and the Union Staff Representative 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.
- G. The Fire Chief or their designee shall conduct the pre-disciplinary conference.
- H. At the conference the employee may present any testimony, witnesses, or documents which explain whether or not the alleged conduct occurred. The employee shall provide a list of witnesses to the Fire Chief or their designee not later than twenty-four (24) hours prior to the pre-disciplinary conference.
- I. A written report will be prepared by the Fire Chief or their designee 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 Fire Chief shall commence not later than forty-five (45) days after the issuance of the report.
- J. 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 may use accrued but unused vacation time or holiday leave during the leave. An employee found guilty by the trial court of a felony shall be summarily discharged. Where the employee is found not guilty of the charged offense (or of any lesser offense, including a misdemeanor), the employee may still be subject to discipline pursuant to the terms of this Article, but he or she shall be paid for all lost straight time hours and shall have any vacation time, compensation time or holiday leave used, in lieu of unpaid leave restored to his or her credit. The payment or restoration of such time shall have no bearing on whether the employee was properly disciplined.
- K. Whenever the Employer or any of his or her representatives question bargaining unit employees in reference to alleged or suspected misconduct, either in preliminary investigations or in pre-disciplinary conferences, the employee shall be informed that this is what the meeting is about and if they ask for a union representative to be present, one shall be provided before any further questioning continues.
- L. No employee shall be subject to disciplinary actions solely on the basis of results of a polygraph examination.

ARTICLE 15

HOURS OF WORK, OVERTIME, AND HOLIDAY'S

- A. Firefighters who work one of the legal holidays listed below will be paid one and one-half times their regular hourly rate. Firefighters who work Christmas Eve and New Year's Eve between the hours of 1500 and 2300 will be paid one and one-half their hourly rate for a maximum of four (4) hours.

New Year's Day	Columbus Day
Martin Luther King, Jr. Day	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	Christmas Eve
Juneteenth	Christmas Day
Independence Day	New Year's Eve
Labor Day	

- B. 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.
- C. Firefighters that work in a higher classification as in (OIC - Officer in Charge, AOC - Acting Officer in Charge) will be paid an additional \$1.50 for every hour worked.
- D. Firefighters that the Fire Chief or his or her designee asks to voluntarily pick up open shifts (a shift that is NOT part of their scheduled shift) shall receive 1 ½ times their pay, to a maximum of four (4) hours of a minimal ten (10) hour working shift.
- E. Special pay rates –
 - 1. Firefighters that work any special detail other than one during their scheduled shift will be paid at the special rate pay and will be paid for a minimum of 2 hours.
 - 2. Special rate pay details include but are not limited to: school functions, public relations by mutual agreement, festivals, fireworks, recalls, and called in/mandated by one of the Assistant Fire Chiefs or Fire Chief to work an unscheduled shift.
 - 3. Special rate pay is time and one half the bargaining unit member's current rate of pay.

ARTICLE 16 INSURANCE

- A. Part time fire fighters shall be covered by Workmen's Compensation insurance according to the laws of the State of Ohio.

ARTICLE 17 DEATH BENEFIT

- A. The City shall pay an accidental death benefit to the surviving spouse, or other designated beneficiary, or to the estate of the part-time Firefighter 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
AFSCME CARE PLAN

- A. On April 1, 2021, upon successful completion of six (6) months of service with the City of Mt. Healthy, Part-time Firefighters having worked no less than an average of twenty-four (24) hours or more per week, in the previous four (4) work weeks, shall on the first payroll of the month have one hundred dollars (\$100) per month, per bargaining unit member contributed to the Ohio AFSCME Care plan for the Prescription Drug reimbursement plan, Dental Level IV, Vision Level III, EAP II, and Life Insurance I. On April 1, 2022 the monthly payment for those members who meet the above parameters in this Article as outlined for April 1, 2021, shall be moved up from one hundred dollars (\$100) per month, per member to one hundred fifteen dollars and fifteen cents (\$115.15) per month, per member for the Prescription Drug reimbursement plan, Dental Level IV, Vision Level III, EAP III, Hearing, Legal Plan, and Life Insurance II. Additionally, on April 1, 2022 a health insurance stipend of fifty-nine dollars and eighty-five cents (\$59.85) shall be provided to each member, each month that meets the above parameters in this Article as outlined for April 1, 2021. On April 1, 2023 the health insurance stipend shall be moved up from fifty-nine dollars and eighty-five cents (\$59.85) to one hundred and thirty-four dollars and eighty-five cents (\$134.85) provided to each member, each month who meets the above parameters in this Article as outlined for April 1, 2021. Part-Time Firefighters injured on duty shall continue to receive the above stipend and AFSCME CARE plan benefits while injured and unable to work for the City of Mt. Healthy, Ohio.
- B. The AFSCME Care plan may also be implemented City-wide to cover all employees, at any level the City Manager chooses, as long as the rules established by the AFSCME Care plan are followed, should the City wish to do so.

ARTICLE 19
WAGES

- A. All bargaining unit members will be paid at the hourly rates as outlined in the following chart, effective April 1, 2021. No member of the bargaining unit hired after April 1, 2021 may be hired above or below step one of the pay chart, within their designated pay classification unless they are being promoted from a position already in the bargaining unit and already above step one. For all members of the bargaining unit hired on or before April 1, 2021, on April 1, 2021, they shall be placed at Step 1 of the chart below within the row of their designated pay classification, then be eligible to progress through the various steps within the bargaining unit member's job classification, each year on April 1, except no newly hired bargaining unit member, hired by the Employer in the first quarter of the year shall receive the April 1 step progression and will instead have to wait until April 1 of the next year to move from step one to step two. Upon promotion, a bargaining unit member shall be paid at the same rate as the column they were in when they promoted and move through the step progression as they normally would but on the row and column of the new classification. For example, a Firefighter/EMT at Step 2, promoted on January 1 to a Firefighter Medic, will move from being

New
Ord. 21-1953

paid \$18.45 to \$19.96 upon promotion and up to \$20.45 on April 1.

Only
Change
is
Chart

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Firefighter/EMT	\$18.00	\$18.45	\$18.91	\$19.38	\$19.87	\$20.37	\$20.87	\$21.40	\$21.93
Firefighter/EMT /Pump Operator	\$18.72	\$19.19	\$19.67	\$20.16	\$20.66	\$21.18	\$21.71	\$22.25	\$22.81
Firefighter/Medic	\$19.47	\$19.96	\$20.45	\$20.97	\$21.49	\$22.03	\$22.58	\$23.14	\$23.72
Firefighter/Medic /Pump Operator	\$20.25	\$20.75	\$21.27	\$21.80	\$22.35	\$22.91	\$23.48	\$24.07	\$24.67
Lieutenant/EMT	\$21.06	\$21.58	\$22.12	\$22.68	\$23.24	\$23.82	\$24.42	\$25.03	\$25.66
Lieutenant/EMT-1/Medic	\$21.90	\$22.45	\$23.01	\$23.58	\$24.17	\$24.78	\$25.40	\$26.03	\$26.68
Captain/EMT-1 or Medic	\$22.78	\$23.35	\$23.93	\$24.53	\$25.14	\$25.77	\$26.41	\$27.07	\$27.75

- B. In order for any bargaining unit member to receive back pay they must be employed by the City of Mt Healthy when this agreement is passed by Mt Healthy's City Council.

ARTICLE 20 COMMUNICABLE DISEASES

- A. 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.
- B. 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.

ARTICLE 21 MISCELLANEOUS

- A. No Firefighter shall be required to do Janitorial work for any other department, division or management personnel as a regular part of their daily work duties.
- B. The provisions of this Agreement shall be binding upon the Employer and its successors and assigns by merger, consolidation or otherwise.
- C. If there is/are any new employee(s) hired, the Staff representative and Local Union President shall be notified via electronic mail at least ten (10) days before their hiring date and shall be given reasonable access during orientation to introduce the Union and the benefits that we provide. Any time a bargaining unit member is hired, promoted, terminated or has a change in the status of their seniority, notification of the change shall be given to the designated AFSCME Ohio Council 8 Staff Representative, via email.

- D. Any time there is a new classification or a change to any current classifications, notification will be sent to the AFSCME Staff Representative via email. If the Union disagrees with the changes than the parties will bargain over them, until mutual agreement is reached.
- E. Should any other group of Employees wish to join the AFSCME, Ohio Council 8 Union, provided over fifty (50) percent of the unit sign a Union Card, the Employer agrees to voluntarily recognize and certify the unit to SERB and either combine them with a current bargaining unit or begin new contract negotiations, upon a mutually agreeable date.
 - 1. Should the employer become aware that Employees wish to join a union or that some members of a division have signed Union Cards, prior to fifty (50) percent of any unit having signed a Union Card, the Employer agrees to remain neutral on the matter.
- F. Should any employee become employed directly to the Union, they shall be allowed an unpaid leave of absence for a period of one year. Should they not pass the probationary period for the Union, they shall be allowed reinstatement to the Mt. Healthy Firefighters with full seniority rights.

ARTICLE 22

DRUG/ALCOHOL TESTING

- A. 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 “the following” (and if suspicion is based solely on 1, 2, 4, 5, 6 or any combination of any of those, it must be based on the observation or assessment of someone trained to detect the signs of drug and alcohol use):
 - 1. Observable phenomena, such as a direct observation of drug or alcohol use or possession and/or 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 ten thousand dollars (\$10,000); or
 - d. Non-vehicular damage in apparent excess of ten thousand (\$10,000) dollars.
 8. When such an 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.
- B. 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.
- C. 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.
- D. 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.

- E. 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 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.
- F. 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 a second test confirms the results of the first test, the Employer may proceed with the sanctions as set forth in this Article.
- G. 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 the city's insurance, or their 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 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, the employee shall be returned to their former position. Such employee may be subject to periodic retesting upon their return to their position for a period of eighteen (18) months from the date of their return to work. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority 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.
- H. If the employee refused to undergo rehabilitation or detoxification or if they test positive during a retesting after their return to work from such a program, the employee shall be subject to disciplinary action, including removal from their position and termination of their employment.
- I. 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 the Section C of this Article.
- J. The provisions of this Article shall not require the Employer to offer a rehabilitation/detoxification program to any employee more than once.

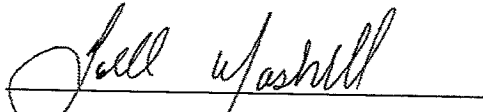
**ARTICLE 23
DURATION**

- A. Except as otherwise provided herein, this Agreement shall be effective from April 1, 2021 through and including March 31, 2024. Either party may file written notice of intent to modify or amend this Agreement no earlier than one hundred and twenty (120) calendar days and no later than sixty (60) calendar days prior to the expiration date. Such notice shall be hand-delivered, sent electronically or sent certified mail (return receipt requested).

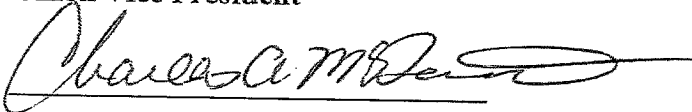
IN WITNESS WHEREOF, the Parties hereto execute this Agreement by their signatures below, this 21, day of APRIL.

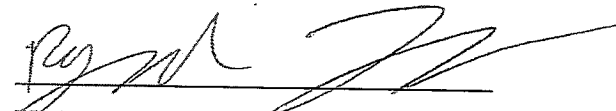

Staff Representative


City Manager


Union President


Union Vice President


Union Treasurer


Union Secretary

APPENDIX I – The Seven Standards of Just Cause

- A. The employer must give to the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee's conduct.
- B. The employer's rule or managerial order must be reasonably related to (a) the orderly, efficient, and safe operation of the company's business and (b) the performance that the company might properly expect of the employee.
- C. The employer, before administering discipline to an employee will conduct a thorough investigation to see if the employee did in fact violate or disobey a rule or order of management.
- D. The employer's investigation must be conducted fairly and objectively.
- E. At the investigation the "judge" must obtain substantial evidence or proof that the employee was guilty as charged.
- F. The employer must apply their rules, orders and penalties evenhandedly and without discrimination to all employees.
- G. The degree of discipline administered by the employer in a particular case will be reasonably related to (a) the seriousness of the employee's proven offense and (b) the record of the employee in their service with the company.