

October 29, 2021

TO: Mayor and City Council Members  
FROM: Brian K. Riblet, City Manager *BCR*  
SUBJECT: City Council Business Session of Wednesday, November 3, 2021

As a reminder, City Council is scheduled to meet in Business Session on Wednesday, November 3, 2021 at 7:00 p.m.

### Public Hearing

At 6:45 p.m., a Public Hearing will be held to consider an application to establish a Community Entertainment District at the Montgomery Quarter.

At the close of the presentation, City Council's options are to:

- Approve the Recommendation
- Deny the Recommendation or
- Take the matter under advisement and vote at another public meeting within thirty days.

If City Council chooses the final option, it is suggested that City Council announce the date and time of the subsequent hearing when the matter will be discussed and considered for vote.

As a reminder, the Code does not allow additional new evidence to be submitted for review during the public hearing. City Council is to limit its consideration to the information presented from the City, and any comments, pro or con, from the public.

### Business Session

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Special Presentation
5. Guest and Residents

## 6. Legislation for Consideration this Evening

### Legislation to be added to the Agenda

- a. A Resolution Authorizing The City Manager To Enter Into A Labor Agreement With The Montgomery Firefighters IAFF Local 4391 For Wages And Benefits From April 1, 2021 through March 31, 2024—Please see attached correspondence from Julie Prickett, Human Resources Manager, requesting that City Council consider the adoption of a Resolution authorizing the City Manager to enter into a labor agreement with the Montgomery Firefighters IAFF Local 4391 (“IAFF”) from April 1, 2021 through March 31, 2024. The City and the IAFF have reached an agreement on a new three-year labor contract that includes wage and benefit modifications, pending City Council’s approval.

*Make a Motion to add to the Agenda*

*Assign to a Council Member*

*Move to Read by Title Only*

*Voice Vote*

*Explain the Resolution*

*Move for passage of the Resolution*

*Roll Call Vote*

### Pending Legislation

- a. An Ordinance to Make Appropriations for Current Expenses and Other Expenditures of the City of Montgomery, State of Ohio During the Fiscal Year Ending December 31, 2022—(Mr. Suer-2<sup>nd</sup> Reading) Information has been previously supplied on this Ordinance that, if approved, would establish the City’s budget for fiscal year 2022. These documents were presented to and reviewed with the Financial Planning Committee of City Council at their September 7 meeting. City Council will conduct its formal review of the 2022 Operating and Capital Budget with Four Year Forecast and 2022-2026 Capital Improvement Program, on Thursday, September 9.

*Move to read the Ordinance by title only*

*Voice Vote*

*Move for passage of the second reading of the Ordinance*

*Explain the Ordinance*

*Roll Call Vote*

*The third reading of the Ordinance will be at the December 1, 2021 Business Session with adoption requested that evening.*

- b. An Ordinance Approving A Planned Development Overlay For Property Owned By Twin Lakes Located On Montgomery Road At Schoolhouse Lane—(Vice Mayor Margolis, 2<sup>nd</sup> Reading) Information has been previously supplied on this Ordinance that, if approved, will establish a Planned Development overlay district for the property located at 10120 Montgomery Road owned by Twin Lakes Senior Living Community. This Ordinance approves a Planned Development Overlay with certain conditions and exceptions as recommended by the Planning Commission and presented at the September 1, 2021 Public Hearing. This Ordinance will only take effect if approved at three successive readings and then thirty days after final approval.

*Move to read the Ordinance by title only*

*Voice Vote*

*Move for passage of the second reading of the Ordinance*

*Explain the Ordinance*

*Roll Call Vote*

*The third reading of the Ordinance will be at the December 1, 2021 Business Session with adoption requested that evening.*

7. Administration Report
8. Minutes-October 20, 2021 Work Session Minutes
9. Mayor's Court Report
10. Other Business
11. Executive Session
12. Adjournment

Should you have any questions or concerns regarding this information, please do not hesitate to contact me.

- C: Connie Gaylor, Administrative Coordinator  
Department Heads  
Terry Donnellon, Law Director



## CITY COUNCIL BUSINESS SESSION AGENDA

10101 Montgomery Road • Montgomery, Ohio 45242  
(513) 891-2424 • Fax (513) 891-2498

**November 3, 2021**  
**Montgomery City Hall**  
**7:00 p.m.**

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Special Presentations
5. Guest and Residents
6. Legislation for Consideration for this Evening

### Legislation to be added to the agenda

- a. A Resolution Authorizing The City Manager To Enter Into A Labor Agreement With The Montgomery Firefighters IAFF Local 4391 For Wages And Benefits From April 1, 2021 through March 31, 2024

### Pending Legislation

- a. An Ordinance to Make Appropriations for Current Expenses and Other Expenditures of the City of Montgomery, State of Ohio During the Fiscal Year Ending December 31, 2022—(Mr. Suer-2<sup>nd</sup> Reading)

*Move to read the Ordinance by title only*

*Voice Vote*

*Move for passage of the second reading of the Ordinance*

*Explain the Ordinance*

*Roll Call Vote*

*The third reading of the Ordinance will be at the December 1, 2021 Business Session with adoption requested that evening.*

- b. An Ordinance Approving A Planned Development Overlay For Property Owned By Twin Lakes Located On Montgomery Road At Schoolhouse Lane—(Vice Mayor Margolis-2<sup>nd</sup> Reading)

*Move to read the Ordinance by title only*

*Voice Vote*

*Move for passage of the second reading of the Ordinance*

*Explain the Ordinance*

*Roll Call Vote*

*The third reading of the Ordinance will be at the December 1, 2021 Business Session with adoption requested that evening.*

7. Administration Report
  8. Approval of Minutes – October 20, 2021 Work Session Minutes
  9. Mayor’s Court Report
  10. Other Business
  11. Executive Session
  12. Adjournment
- C: Connie Gaylor, Administrative Coordinator  
Department Heads  
Terry Donnellon, Law Director

October 26, 2021

TO: Brian K. Riblet, City Manager

FROM: Julia E. Prickett, Human Resources Manager *JEP*

SUBJECT: Legislation Request for Approval of Contract with the Montgomery Firefighters IAFF, Local 4391

### Introduction

It is requested that City Council adopt a Resolution to authorize the City Manager to enter into a contract with the Montgomery Firefighters IAFF, Local 4391 effective April 1, 2021 through March 31, 2024.

### Background

The two parties began the negotiation process on April 28, then met again for additional negotiation sessions on May 18 and June 10. On July 22 the two parties entered into mediation with the assistance of federal mediator John Gray. Through mediation, the parties reached agreement in concept, pending representatives from both parties developing some final contract language.

On October 8, 2021, with contract language finalized the City and the IAFF reached tentative agreement on a new contract. The tentative agreement requires approval by a majority of the IAFF members as well as approval by City Council before it will become binding. On October 13, 2021, the City was notified that the IAFF members voted to approve the tentative agreement.

The following list summarizes the items settled in negotiations and through mediation which are changes from current contract language.

- Wages: 2.75% increase effective April 2021, 2.75% increase effective April 2022, and a 3.00% increase effective April 2023.
- Insurance: Contract language was added to reflect the current practice of an annual 6% increase to medical maximums (caps) and an annual 3% increase to dental maximums (caps.) Language was also added to ensure effective dates of health insurance maximums would change to coincide with any changes to plan year dates.
- The employee's ability to work an outside job during hours preceding the start of their regular shift was limited (may not do so within 8 hours of start of shift.)

- Two employees can be permitted off work at the same time. Additional employees may be permitted off at the discretion of the Fire Chief (similar to current practice.)
- Procedures for assigning overtime were added to the agreement (new language is similar to current practice.)
- New language provides for a sick leave “loan” for new employees (when a new employee is hired and has no sick leave bank transferred from their previous employer, the new employee may borrow up to 24 hours of sick leave from the City. The leave will be paid back to the City as the employee accrues sick leave until the 24 hours is repaid.)
- Time periods between steps in the grievance procedure were increased (this change can benefit both parties.)
- Wording changes for clarification purposes only in Article 5 (Discipline.)
- Duration: three-year contract through March 31, 2024.

All other contract language would remain the same.

#### Recommendation

Staff recommends that City Council authorize the City Manager to enter into a labor agreement with the Montgomery Firefighters IAFF, Local 4391 representing fulltime Firefighter/Paramedics and Fire Lieutenants effective April 1, 2021 through March 31, 2024.

c: Paul Wright, Fire Chief  
Ben Shapiro, Assistant Fire Chief

RESOLUTION NO. 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ENTER INTO A LABOR AGREEMENT  
WITH THE MONTGOMERY FIREFIGHTERS IAFF LOCAL 4391  
FOR WAGES AND BENEFITS  
FROM APRIL 1, 2021 THROUGH MARCH 31, 2024**

**WHEREAS**, the City of Montgomery entered negotiations with the Montgomery Firefighters IAFF Local 4391 to establish a labor agreement governing wages and benefits for its member/employees; and

**WHEREAS**, the City of Montgomery has negotiated an agreement with Montgomery Firefighters IAFF Local 4391 and said labor agreement has been ratified by the Montgomery Firefighters IAFF Local 4391 bargaining unit certified by the State Employment Relations Board.

**NOW THEREFORE, BE IT RESOLVED** by the Council of the City of Montgomery Ohio, that:

**SECTION 1.** The attached labor agreement governing wages and benefits for member/employees of the Montgomery Firefighters IAFF Local 4391 from April 1, 2021 through March 31, 2024 is ratified and approved by the City Council of the City of Montgomery. The City Manager is authorized and directed for and on behalf of the City of Montgomery to enter into said agreement.

**SECTION 2.** This Resolution shall be in full force and effect from and after its passage.

PASSED \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Connie M. Gaylor, Clerk of Council

\_\_\_\_\_  
Christopher P. Dobrozsi, Mayor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Terrence M. Donnellon, Law Director



AGREEMENT BETWEEN  
THE CITY OF MONTGOMERY, OHIO  
AND  
MONTGOMERY FIREFIGHTERS IAFF  
LOCAL 4391

EFFECTIVE: April 1, 2021 to March 31, 2024

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## **PREAMBLE**

This Agreement, entered into by the City of Montgomery, Ohio, hereinafter referred to as the “Employer” or “City” and the International Association of Firefighters, hereinafter referred to as the “IAFF” or “Union,” has as its purpose to comply with the requirements of Chapter 4117 of the Ohio Revised Code.

**ARTICLE 1**  
**RECOGNITION**

Section 1.1 The Employer recognizes the IAFF as the sole and exclusive representative for all full time employees of the Employer in the certified bargaining unit defined as follows:

Included: All full-time Firefighter/Paramedics and Fire Lieutenants.

Excluded: All other employees.

Section 1.2 Whenever the word “Employee” or “Bargaining Unit Member” or “Firefighter” is used in this Agreement, it shall be deemed to mean the Employees in the bargaining unit covered by this Agreement, as defined in Article 1, Section 1 hereof.

**ARTICLE 2**  
**MANAGEMENT RIGHTS**

Section 2.1 The Union recognizes that the City shall have the exclusive right to manage the operations, control the premises, direct the work force and maintain efficiency of operations. Among the City's management rights, but not by way of limitation, and except as specifically modified in this Agreement, are the following:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Determine the overall methods, process, means or personnel by which the Employer's operations are to be conducted;
- C. Maintain and improve the efficiency and effectiveness of the Employer's operations;
- D. To determine the mission of the department and the personnel, methods, means, and procedures necessary to most efficiently fulfill that mission;
- E. Determine the adequacy of the work force, as well as to make, amend, and enforce work rules and regulations, standard operating procedures and general and special orders;
- F. To lay off Employees if deemed necessary;
- G. To hire, schedule, promote, demote, transfer and assign Employees;
- H. To recruit, select, and determine the qualifications and characteristics desired in new hires;
- I. To suspend, discipline, reduce or discharge Employees for cause;
- J. To train or retrain Employees as needed in order for Employees to maintain certifications, including but not limited to certifications required by the State of Ohio for a fulltime firefighter;
- K. To determine the locations, size and number of facilities;
- L. To determine quality standards in order to promote efficient operations;
- M. To select the type, quantity and quality of equipment, tools and apparatus to be used in the methods of operating them and the responsibilities therefore;

N. To effectively manage the workforce and Fire Department;

Section 2.2 The above listing of management rights shall not be deemed to exclude other proper functions not specifically listed herein or traditionally exercised by the Employer.

**ARTICLE 3**  
**IAFF REPRESENTATION**

Section 3.1 A representative of the IAFF shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the IAFF representative shall identify him/herself to the Employer or the Employer's designee.

Section 3.2 The Employer shall recognize three (3) Employees, designated by the IAFF, to act as IAFF associates. The associates shall be recognized as representatives, as provided herein.

Section 3.3 The IAFF shall provide to the Employer an official roster of its employee officers and associates which is to be kept current by the IAFF at all times and shall include the following:

- A. Name
- B. Address
- C. Home telephone number
- D. IAFF office held

No employee shall be recognized by the Employer as an IAFF Employee Representative until the IAFF has presented the Employer with written certification of that person's selection.

Section 3.4 The IAFF agrees that no representative or associate of the IAFF, either Employee or non-employee of the Employer, shall interfere, interrupt, or disrupt the normal work duties of the Employees. Further, the IAFF agrees not to conduct meetings (bargaining unit, lodge, or committee meetings) involving on-duty employees except to the extent specifically authorized by the Employer. Bargaining unit members shall not conduct IAFF business (defined as fund raising activities, solicitation for memberships, or distribution of literature) on behalf of the IAFF or any IAFF affiliated Local, during the work time of any involved Employee. Unauthorized activities shall cease upon the demand of a supervisor of the rank of Assistant Chief or above, and any failure to cease unauthorized activities may subject the offending Employee(s) to disciplinary action.

Section 3.5 The Employer agrees to provide an IAFF bulletin board at each firehouse. All IAFF notices of any kind posted on the bulletin board shall be signed, posted, or removed by an



IAFF representative. It is understood that all notices shall be IAFF related and no material may be posted on the IAFF bulletin board, at any time, which contains the following:

- A. Personal attacks on any other member or any other City employee;
- B. Scandalous, scurrilous, or derogatory attacks upon the Employer or any other governmental units or officials;
- C. Attacks on and/or favorable comments regarding a candidate for public office.

Upon the request of the Employer or designee, the IAFF shall cause the immediate removal of any material posted in violation of this Article.

All items posted on the bulletin board shall be signed by the person who posts the item, dated to indicate the actual date of posting, and removed within forty-five (45) days of posting.

Section 3.6 The Union may conduct meetings concerning bona fide Union business, at municipal fire stations for all on duty and off duty personnel that are a part of the bargaining unit. The Union shall submit all such meeting notices in writing (including the date and time) to the Fire Chief, or designee, for review of potential scheduling conflicts prior to conducting such meetings. Any such conflict, as determined by the Fire Chief or designee shall be in writing. Meetings may be conducted during the work day.

Meetings shall not interfere with any assigned duties or emergency details. Meetings will be limited to four (4) per year.

## ARTICLE 4

### MODIFICATION, SEPARABILITY AND CONFLICT OF LAWS

Section 4.1 Unless otherwise specifically provided herein, the provisions of this Agreement shall be conclusive as to all bargainable matters relating to wages, hours of work, and working conditions. Therefore, the Employer and the Union for the term of this Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to by the Agreement unless the Employer and the Union mutually agree to alter, amend, supplement, enlarge, or modify any of its provisions.

Section 4.2 If any provision of this Agreement be found to be illegal or unenforceable by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 4.3 The parties agree that this Agreement will be the sole and exclusive recourse available to Employees and the parties hereto. All sections of this Agreement that are inconsistent with Ohio law are intended to supersede Ohio law, in accordance with Chapter 4117 of the Ohio Revised Code. The parties agree that some sections of the Agreement may specifically identify certain Ohio laws that are superseded and others may not. If a section does not specifically indicate that Ohio law is superseded, that section shall nevertheless be interpreted to supersede Ohio law.

Section 4.4 In the event of invalidation of any Article or Section, as described in this Agreement, the parties agree to meet, if requested in writing, within thirty (30) days of such request for the purpose of renegotiating said Article or Section by good faith negotiations up to and through the impasse procedure as provided under Ohio Revised Code § 4117.

**ARTICLE 5**  
**DISCIPLINE**

Section 5.1 The tenure of every Employee subject to the terms and conditions of this Agreement shall be during good behavior and efficient service. No Employee shall be reduced in pay and position, suspended, removed or discharged except for grounds stated in this Agreement. The Employer may take disciplinary action against any Employee in the bargaining unit only for just cause. In addition to disciplinary action as set forth in section 5.14, the Employer may take this type of action for actions occurring while the Employee is on duty, or working under the colors of the Employer, or off-duty, where the Employee's conduct could cause the citizenry to lose trust in the department or where the Employee's conduct could negatively impact the reputation of the department.

Forms of disciplinary action are:

- A. Verbal warning (written record)
- B. Written reprimand
- C. Suspension without pay
- D. Reduction in classification or rank
- E. Discharge from employment

Section 5.2 Among other things, incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, or any conduct unbecoming an Employee or any other acts of misfeasance, malfeasance, or nonfeasance shall be cause for disciplinary action up to and including termination.

The following list is intended to provide employees with a general idea of the type behavior that may result in disciplinary action. This list is not meant to be all inclusive.

- A. Gross neglect of duty or refusal to comply with management's lawful instruction.
- B. Insubordination.
- C. Indecent conduct or conviction of a felony or of a misdemeanor while an employee of the City (excluding minor traffic offenses).
- D. Intentional falsification of personnel records, time reports or other City records.

- E. Indulging in offensive conduct or using offensive language.
- F. Sleeping on duty except when accepted as a normal portion of the job assignment.
- G. Being under the influence or in possession of intoxicants or illegal drugs, or misusing any prescription or non-prescription drug, while on duty.
- H. Deliberate or careless conduct endangering the safety of the Employee or other Employees including provoking of or instigating of a fight during working hours or on City premises.
- I. Inducing or attempting to induce any employee in the service of the City to commit an unlawful act or to act in violation of any lawful departmental official regulations, orders, or professional ethics.
- J. Accepting any fee, gift, or other valuable thing in the course of or in connection with work for personal use from any person or groups of persons when such a gift or other valuable thing is given in the hope or expectation of receiving a favor or better treatment than accorded other persons.
- K. Unauthorized use of City property, whether that property be vehicles, machinery, uniforms or office material.
- L. Discussing with unauthorized persons any confidential information gained through their employment with the City.
- M. Excessive tardiness, inattentiveness to work, failing to start work at a designated time, quitting work before proper time, or leaving Employer's premises during working hours without authorization from the Fire Chief or his designee.
- N. Using tobacco products in unauthorized areas.
- O. Violating a safety rule or safety practices. Failure to report an accident or to falsify reports concerning accidents.
- P. Failure to report to work without giving the supervisor, Fire Chief or his designee, notice of absence by the beginning of that scheduled work day, unless it is impossible to give such notice. Only emergency situations will be regarded as exceptions.
- Q. Vending, soliciting, or collecting contributions on the Employer's time.
- R. Unauthorized possession of items such as firearms, explosives, or other weapons on City property at any time.

S. Willful or careless abuse, damage or destruction of City property at any time.

Section 5.3 Except in instances where an Employee is charged with a serious offense, discipline will be applied in a progressive and uniform manner. Progressive discipline for such minor offenses shall take into account the nature of the violation, the Employee's record of discipline and the Employee's record of performance conduct.

Section 5.4 Whenever the Employee's supervisor, Fire Chief or representative of the office of the City Manager determines that an Employee may be disciplined for just cause (including only suspension without pay, reduction in classification or rank, or termination from employment), a pre-disciplinary hearing will be scheduled to give the Employee an opportunity to offer an explanation of the alleged misconduct.

Section 5.5 At any time during the disciplinary process provided for in the Article, the Employee may waive in writing the opportunity to a pre-disciplinary hearing, and accept the form and severity of disciplinary action determined by the Employer. Disciplinary action that is implemented by the Employer and accepted by the Employee following the Employee's waiver of a pre-disciplinary action shall not be subject to the grievance procedure.

Section 5.6 Not less than forty-eight (48) hours prior to the scheduled starting time of the pre-disciplinary hearing, the Employer will provide to the Employee a written outline of the charges which may be the basis for disciplinary action together with written notification of the date, time and place of the pre-disciplinary hearing. The Employee must choose to: (1) appear at the conference to present oral or written statement in his/her defense; (2) appear at the conference and have one (1) 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 hearing. Failure to elect and pursue one of these three options or failure to appear at a scheduled pre-disciplinary hearing will be deemed a waiver of the Employee's right to the pre-disciplinary hearing.

Section 5.7 Pre-disciplinary hearings will be conducted by a hearing officer as appointed by the City Manager, or Acting City Manager.

Section 5.8 At the pre-disciplinary hearing the Employee may present any testimony, witnesses, or documents which explain whether or not the alleged misconduct occurred, but the hearing officer has the right to limit the witnesses' testimony to matters relevant to the allegations of misconduct, and to limit the redundancy of testimony. The Employee shall provide a list of witnesses and the name and occupation of his/her representative, if any, to the hearing officer as far in advance as possible, but not later than twenty four (24) hours prior to the pre-disciplinary hearing. It is the Employee's responsibility to notify his/her witnesses that he/she desires their attendance at the hearing. The Employer will require the attendance of Employee witnesses requested by the Employee within reason. Pre-disciplinary hearings held outside the Employee's scheduled working hours shall be considered time worked.

Section 5.9 At the pre-disciplinary hearing, the hearing officer may ask the Employee or his/her representative to respond to the allegations of misconduct which were outlined to the Employee. If an Employee elects to personally respond to the hearing officer's inquiry, failure to respond truthfully may result in disciplinary action. Failure of an Employee witness to provide truthful testimony may also result in disciplinary action.

Section 5.10 The Employee or his/her representative will be permitted to question witnesses subject to the hearing officer's right to reasonably limit the length and extent of such examination. A written report will be prepared by the hearing officer concluding whether or not the alleged misconduct occurred. The City Manager or Acting City Manager will decide what discipline, if any, is appropriate. A copy of the hearing officer's report will be provided to the Employee within five (5) days following its preparation.

Section 5.11 Grievances concerning the disciplinary actions of verbal warning (written record) and written reprimand may be appealed through steps one, two and three of the grievance procedure, but may not be appealed to step four. Grievances concerning the disciplinary actions of suspension without pay, reduction in classification or rank, and termination from employment shall be submitted directly to step three of the grievance procedure, and may be appealed to step four.

Section 5.12 Whenever the Employer or his/her designee(s) has probable cause to suspect an Employee of misconduct that may result in discipline of a suspension without pay, reduction in classification or rank, or termination of employment, the following conditions shall apply:

- A. At the time of an investigatory interview, the Employee shall be apprised of the nature of the suspected misconduct as it is known at the time. The Employee has the right to have the opportunity to have a representative present during questioning.

Section 5.13 Any preliminary conferences may be recorded with the consent of both parties. Formal pre-disciplinary hearings may be recorded by the hearing officer. If a recording is made, a copy of the recording shall, at the request of the charged Employee, be provided within forty-eight (48) hours of the close of the hearing. The Employee may also record the hearing.

Section 5.14 Any Employee charged with or under indictment for a felony who is not disciplined or discharged by the Employer, may be placed on leave of absence without pay until resolution of the court proceedings. An Employee may use accrued but unused vacation or holiday time during the leave. An Employee found guilty by the trial court of a felony shall be summarily discharged and shall have no recourse through the grievance or arbitration procedures. Where the charges are reduced to a misdemeanor or the Employee is found innocent of the charges, the Employee may be subject to discipline pursuant to the terms of this Article. The Employer shall continue to pay the Employee's insurance premiums as provided for in Article 14 of this Agreement during the unpaid leave of absence.

Section 5.15 Disciplinary actions of verbal warning (written record) and/or written reprimand that have been placed in an Employee's personnel file shall not be used as the sole reason for disallowing an Employee in the rank of firefighter from being considered for promotion to the rank of lieutenant.



**ARTICLE 6**  
**GRIEVANCE PROCEDURE**

Section 6.1 The term “grievance” shall mean an allegation that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement or those matters which are controlled by the charter and ordinances of the City of Montgomery, the provisions of the Federal and/or State laws and/or by the United States or Ohio State constitution.

Section 6.2 All grievances must be presented at the proper step and time in progression in order to be considered at the next step. Grievances involving lost pay discipline (suspension, reduction in pay, removal or discharge) shall be initiated at Step 3 of the grievance procedure.

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’s representatives within the stipulated time limits may be advanced by the Employee to the next step in the grievance procedure. Time limits set forth herein may only be extended upon mutual agreement.

A grievance may be brought by any member of the bargaining unit. Where a group of bargaining unit Employees desire 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 group will process the grievance, and shall so indicate that the grievance is a group grievance.

Wherever used in this procedure, the word “day” shall mean calendar day. Whenever a time limit ends on a Saturday, Sunday, or a holiday, the end of the time limit shall run until the end of the next day which is not a Saturday, Sunday or holiday.

Section 6.3 A grievance must be submitted to the grievance procedure within fourteen (14) calendar days after an Employee knows or should have known the facts giving rise to the grievance, otherwise it will be considered not to have existed.

Section 6.4 All grievances must be submitted on a form agreed to by the parties and must contain the following information to be considered:



- A. Aggrieved Employee's name and signature;
- B. Date, time and location of grievance;
- C. Description of incident giving rise to the grievance;
- D. Date grievance was first discussed;
- E. Name of supervisor with whom grievance was first discussed;
- F. Date grievance was filed in writing;
- G. Article(s) and Section(s) of the Agreement alleged to have been violated; and
- H. Desired remedy to resolve grievance.

Section 6.5 Any grievant may, if he/she so desires, have an IAFF representative or any representative of his choice accompany the grievant at any step or meeting provided for in this Article.

Section 6.6 It is the mutual desire of the Employer and the IAFF to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the IAFF to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedures shall be followed:

Step 1: Within the established time limits, the aggrieved Employee shall submit his/her written grievance to the Assistant Fire Chief. It shall be the responsibility of the Assistant Fire Chief to investigate the matter and to provide a written response to the aggrieved Employee within fourteen (14) calendar days following his/her receipt of the grievance.

Step 2: If the grievance is not resolved in Step 1, the Employee may within fourteen (14) calendar days following the Step 1 reply, refer the grievance to the Fire Chief or designee in the Chief's absence. The Chief or designee shall have fourteen (14) calendar days in which to schedule a meeting, if he/she deems such necessary, with the grieved Employee. The Chief or designee shall investigate and respond in writing to the grievance within fourteen (14) calendar days following the meeting date or fourteen (14) calendar days following receipt of the grievance, whichever is later.

Step 3: If the grievance is not resolved in Step 2, the Employee may refer the grievance to the City Manager or designee in the City Manager's absence within fourteen (14) calendar days after receiving the Step 2 reply. The City Manager or designee has fourteen (14) calendar days in which to schedule a meeting with the aggrieved Employee. The City Manager or designee shall investigate and respond in writing to the grievant and/or appropriate representative within twenty-one (21) calendar days following the meeting.

Step 4: A grievance unresolved at Step 3 may be submitted to arbitration upon request of the IAFF in accordance with the provisions of Section 6.7 of this Article hereinafter set forth.

Section 6.7 The IAFF, 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 IAFF shall notify the Employer in writing of its intent to seek arbitration over an unresolved grievance. The IAFF may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party or parties canceling the arbitration. Any grievance not submitted within the thirty (30) calendar day period described above shall be deemed settled on the basis of the last answer by the Employer or his/her representative(s).

- A. The arbitrator shall be selected in the following manner: The parties shall jointly request of the Arbitration and Mediation Service a panel list of nine (9) arbitrators from within 125 miles of Cincinnati, Ohio. AMS rules shall apply to selection procedures and conduct of hearings. Either party may once reject the list and request from AMS another list. The parties may at any time mutually agree to an alternate arbitration service or method of selection of an arbitrator.
- B. If either party challenges the arbitrability of a grievance, it shall notify the other party of its challenge and intent to raise the issue at the arbitration hearing. At the hearing, the first question to be placed before the arbitrator is whether or not the issue is arbitrable and within his/her jurisdiction to decide. If the arbitrator determines the grievance is arbitrable, the grievance will be heard on its merits

before the same arbitrator. The arbitrator shall limit his/her decisions strictly to the interpretation, application, or enforcement of specific Articles of this Agreement. He/she may not modify or amend the Agreement.

- C. The decision of the arbitrator shall be final or binding on the grievant, the IAFF and the Employer. The arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of testimony and arguments and submission of final briefs.
- D. The fees and other costs for the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, and the cost of the hearing room, if any, shall be borne equally by the Employer and the IAFF. The fees and costs of any non-employee witnesses shall be borne by the party calling them. The fees of the court reporter shall be paid by the party asking for one, or split equally by the parties if both parties desire a court reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

Section 6.8 When an Employee covered by this Agreement chooses to represent him/herself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate IAFF representative will be notified of his/her right to be present at the adjustment.

Section 6.9 Disciplinary actions of verbal warning (written record) and written reprimand may be appealed to steps 1, 2 and 3 of the grievance procedure, but may not be appealed to step 4.

Section 6.10 As this Agreement provides for final and binding arbitration of disciplinary action involving suspension without pay, reduction in classification or rank, and/or termination from employment, consistent with ORC 4117.10, neither the State Personnel Board of Review nor Civil Service Commission shall have jurisdiction to receive and determine any appeal relating to such disciplinary action. This Agreement and Article shall be the sole recourse for any dispute between the parties herein in regard to disciplinary matters.

**ARTICLE 7**  
**PERSONNEL FILES**

Section 7.1 Each employee may request to inspect his/her official personnel file maintained by the City Manager or his/her designee. Inspection of the individual's personnel file shall be by scheduled appointment requested in writing 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/her choice accompany him/her during such review. Any Employee may copy documents in his/her official personnel file.

Section 7.2 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 at the time of insertion. No negative anonymous and/or undated material of any type shall be included in the Employee's official personnel file.

Section 7.3 Any record of discipline shall cease to have force and effect four (4) years from the date of issuance and shall, upon written request of the Employee, be removed from the personnel file, providing no intervening discipline has occurred; provided, however, that a suspension without pay of forty-eight (48) hours or more shall remain in the personnel file for six (6) years.

**ARTICLE 8**  
**PROBATIONARY PERIODS**

Section 8.1 Any Employee promoted into a higher level position shall be required to successfully complete a promotional probationary period of one hundred eighty-five (185) calendar days. An Employee serving a promotional probationary period whose performance is judged unsatisfactory may be returned to his/her former classification and pay level. The return of an Employee to his/her former classification and pay level shall not be subject to the grievance procedure.

Section 8.2 During the first three hundred sixty-five (365) calendar days of employment, a newly hired Employee shall be considered a probationary Employee. The probationary period may be extended up to an additional six (6) months. Probationary Employees shall not have access to the grievance and arbitration procedures of this Agreement for the purpose of appealing a disciplinary action and/or termination.

**ARTICLE 9**  
**UNION SECURITY**

Section 9.1 The Employer agrees to deduct Union membership dues, fees, and assessments in accordance with this Article for all Employees eligible for the bargaining unit.

Section 9.2 The Employer agrees to deduct Union membership dues once each bi-weekly pay period 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/her designee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check following the pay period in which the authorization was received by the Employer.

Section 9.3 The Employer agrees to supply the Union with a list of those Employees for whom dues deductions have been made.

Section 9.4 A check in the amount of the total dues withheld from those Employees authorizing a dues deduction shall be tendered to the Treasurer of the Union within thirty (30) days from the date of making said deductions.

Section 9.5 The parties agree that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold harmless from any claims, actions or proceedings by an Employee arising from the deductions made by the Employer pursuant to this Article. Once funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 9.6 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) written revocation of the check-off authorization by an Employee not earlier than sixty (60) days nor later than thirty (30) days prior to the expiration of the Agreement.

Section 9.7 The Employer shall not be obligated to make dues deductions from any Employee who, during the pay periods involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

Section 9.8 The parties agree that neither the Employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within thirty (30) days after the date of such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period.

Section 9.9 The bi-weekly pay period rate at which dues are to be deducted shall be certified to the Employer or his/her designee by the Union upon execution of this Agreement. One (1) month advance notice must be given to the Employer or his/her designee prior to making any changes in an individual's dues deduction.

Section 9.10 Upon receiving authorization signed by the Employee, the Employer agrees to deduct from the pay of each bargaining unit Employee an assessment. The Union shall provide in writing the total amount to be assessed, the rate of such assessment, and the address to which such assessment should be mailed.

## ARTICLE 10

### SENIORITY

Section 10.1 **Definition:** Seniority shall be defined as the length of continuous service measured in years, months and days that an Employee has accumulated as a Full-time Employee in the service of the City of Montgomery Fire Department.

Section 10.2 **Accrual:**

- A. An Employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the first day the Employee reported for work as a full-time Employee.
- B. Seniority shall accrue during a continuous authorized leave of absence without pay up to 6 months or for the period of an approved maternity leave, if the Employee: (1) returns to work immediately following the expiration of such leave of absence or maternity leave; (2) is laid off for 12 months or less and is recalled to employment; or (3) is on sick leave for up to 12 months.

Section 10.3 **Loss of Seniority:** An Employee's seniority shall be lost when he or she:

- A. terminates voluntarily;
- B. is discharged for cause;
- C. exceeds an official leave of absence;
- D. is laid off for a period of more than 12 months;
- E. fails to notify the Employer of his intent to return to work on a recall from layoff, within five (5) days after the Employer has sent notice according to the Layoff and Recall Article of this Agreement. It shall be the responsibility of the Employee to advise the Employer of his current address.

Section 10.4 **Application:** Seniority shall apply in layoffs and recalls and for scheduling of vacations as provided in the general orders, rules, regulations and procedures of the Employer.



**ARTICLE 11**  
**HOURS OF WORK AND OVERTIME**

Section 11.1 The standard work period for bargaining unit Employees will vary by position and department needs. The standard work period for bargaining unit Employees who perform fire suppression duties shall consist of an average of 208 hours per 28-day work period during a calendar year, which is adopted under the 7(k) exemption of the Fair Labor Standards Act (“FLSA”).

Section 11.2 So long as the overtime provisions of the FLSA, as amended, are applicable to state and local government fire department Employees, the Employer shall pay overtime in accordance with existing rules and regulations applicable to the FLSA under the 7(k) exemption, except as otherwise provided in this Article.

Section 11.3 For purposes of this Agreement, a standard workday or tour-of-duty for a two hundred and eight (208)-hour/28-day Lieutenant or Firefighter shall be defined as a 24 continuous hour period beginning with the starting time of the Lieutenant or Firefighter followed by 48 continuous hours of off time.

Section 11.4 The normal work schedule for other Employees will be based on position and department needs.

Section 11.5 Employees are subject to make emergency responses during meal periods.

Section 11.6 When there is a change from eastern standard time to eastern daylight time, or vice-versa, the starting and stopping times of the shifts shall not change, and the resultant change in hours worked by the regular duty shift shall not result in a reduction of paid hours nor the addition of overtime hours.

Section 11.7 Changes in an individual employee’s work cycle or days worked caused by a permanent or temporary shift re-assignment and/or duty re-assignment shall not be considered a schedule change as provided for in Section 11.8, below.

Section 11.8 Short-term schedule changes lasting fourteen (14) calendar days or less may be implemented by the Employer upon giving no less than seventy two (72) hours written notice to the affected Employee(s).

Section 11.9 Nothing in this Article shall preclude the Employer from implementing any emergency schedule changes or assignments as determined in the sole discretion of the City, in accordance with Article 22, Waiver in Case of Emergency.

Section 11.10 EARNED HOURS OFF (“EHO”)

- A. Each Employee will earn two hundred eight (208) earned hours off (EHOs) to adjust their weekly average. Employees may only use these hours after they are earned. If an Employee does not work all of his scheduled shifts, his earned hours off will be reduced accordingly. The workweek shall be an average of 52 hours for shift employees. Twenty-four (24) hours of EHO must be used in at least twelve (12) hour increments during any 28-day work period during which the Employee is regularly scheduled to work ten (10) twenty-four (24) hour shifts. The Employee will be encouraged to schedule EHO at the beginning of each year. If an Employee does not schedule EHO at least thirty (30) days in advance of the 28-day work period for which they are scheduled to work ten (10) twenty-four (24) hour shifts, the Employer may schedule the EHO for the Employee. The balance may be used in any other 28-day work period in increments of not less than twelve (12) hour increments.
- B. Beginning November 15, EHO selections for the months of January and February will be determined by rank seniority for all employees submitting requests on or before November 15, subject to the approval of the Chief. All requests submitted after November 15 will be determined by the date and time the request is submitted. The Employee submitting his request the earliest will be granted leave, as long as the request is otherwise in compliance with and approved under this Article.

Beginning January 15, EHO selections for the months of March through December will be determined by rank seniority for all employees submitting

requests on or before January 15, subject to the approval of the Chief. All requests submitted after January 15 will be determined by the date and time the request is submitted. The Employee submitting his request the earliest will be granted leave, as long as the request is otherwise in compliance with and approved under this Article.

At no time shall the scheduling of EHO's and/or vacations cause the staffing level to drop below the minimum established by the Fire Chief. EHO's selected at the beginning of the year may be reduced proportionately if an Employee does not work all of his scheduled shifts. EHO's may not be taken on City recognized premium holidays (Christmas and Thanksgiving). As an alternative to the above EHO selection process, the parties hereto may mutually agree to a standard recurring scheduled 24 (or 12) EHO shift off, for the convenience of the City and bargaining unit Employees. At least two (2) 24-hour shift Employees shall be permitted to schedule EHOs, vacations, or personal time for each 24-hour shift. This restriction may be waived by the Chief or the Chief's designee in his/her sole discretion.

- C. EHO's shall only be taken in 12 or 24 hour increments, unless an Employee's EHO balance is less than 12 hours.
- D. If EHO is not scheduled seven (7) days in advance, then it will not be approved.
- E. An Employee transferred from one shift to another shall meet with the Fire Chief once the transfer has been announced to select his or her EHO's, subject to the approval of the Chief. EHO selection shall be based on available open days only.
- F. Employees who are sick on their EHO cannot take sick leave for that day in order to bank or save EHO hours.
- G. Employees are not permitted to work on a scheduled EHO and collect pay for the hours worked, unless approved by the Fire Chief due to staff shortages.
- H. There will be no reimbursement for EHO's not taken, nor may EHO's be carried over to the following year. EHO time not taken is lost as of the last day of the final pay period of each year. Any person who is unsure about this date should ask the Chief.

- I. Once each year during the months of November or December, Employees will be permitted to combine his accrued but unused personal leave and accrued but unused EHO, to exhaust both of these balances. This will only be permitted if both the balance of the accrued personal leave and the balance of accrued EHO are below the minimum usage requirements permitted under this Agreement. In addition, any accrued leave hours that are below the minimum usage requirements may be combined with accrued vacation hours and be used in twelve (12) or twenty-four (24) hour increments. This usage is subject to the complete discretion of the Chief. Denial of this usage may be grieved through the grievance procedure but shall not be advanced to arbitration. In no event shall this usage be permitted beyond the last pay period ending before the last date of the year.

Section 11.11 No Pyramiding. There shall be no duplication or pyramiding in the computation of overtime or other premium wages. Nothing in this Agreement shall be construed to require the payment of overtime and other premium pay more than once for the same hours worked.

Section 11.12 Miscellaneous

- A. An Employee assigned a twenty-four (24) hour shift is to be paid on an annual salary basis, with an equal amount of base pay each pay period based on the annual salary set out in this Agreement. The parties recognize that hours of work under the normal tours-of-duty will fluctuate from week to week, and the fixed amount of salary paid each two weeks represents straight pay for whatever hours the employee is called upon to work in a two-week period. The fixed salary is compensation for the normally scheduled hours worked each two weeks, whatever their number. Since straight time is already compensated in the salary, the half-time ( $\frac{1}{2}$ ) method of calculating overtime compensation, for each twenty-eight (28) day work period, in accordance with 29 C.F.R. 778.114, shall be used and paid to each employee through the EHO time off policy described above.
- B. Assignment, approval, documentation, compensation and other matters regarding overtime, or hours worked beyond the regular work schedule, except as specifically provided in this Agreement, will be subject to rules and regulations,

- general orders, procedures and regulations as determined by the Employer, except as may otherwise be required by federal wage and hour law, rules and regulations.
- C. Call-Out Pay: Notwithstanding the provisions of any other paragraph in this Article, an Employee who works call-out time shall be paid for actual hours worked at the applicable rate from the time of reporting, but shall receive no less than three (3) hours pay at the according rate of pay as set forth in this Article. Call-Outs for Employees must be approved by the Fire Chief or an Assistant Fire Chief. Attendance at a pre-scheduled meeting that is outside an Employee's workday will qualify as Call-Out pay only if approved in writing before the meeting by the Chief or designee.
  - D. Employees may substitute for another Employee during scheduled hours if prior approval is received by the Fire Chief or his designee pursuant to Article 26, Shift Trades. The substituting Employee shall be excluded from receiving any overtime payments under the Fair Labor Standards Act for hours of work.
  - E. Employees shall not be off duty until their relief is on station and available to respond to details.
  - F. Employees may be required to work special event details based upon the size and extent of the special event and the availability of personnel.
  - G. Employees are considered essential personnel to provide safety services. Employees are expected to report for duty, on time. Should weather conditions or other situations exist where the general public is ordered to stay off public roadways, Employees will report on time to the extent practical. In the event that there has been or is occurring an "emergency condition" as declared by the City Manager which includes but is not limited to tornadoes, conflagration, or community disaster, any Employee may be ordered to work overtime in order to secure the peace, health, safety and welfare of the citizens and the properties of the City.

Section 11.13 Payroll Reporting Procedures: Employees shall record their time on the City approved Time Sheet and Payroll Record prior to the end of the pay period. The Employee shall sign the record testifying that the information is correct.

Section 11.14 Overtime Authorization and Reporting Procedures: Employees shall have prior and proper authorization to work in excess of their normally scheduled shift. Overtime authorization shall be approved by the Fire Chief or his/her designated authority. This includes but is not limited to special meetings, trainings, events and other activities relating to the Employee's duties at the City. Employees who work an authorized overtime period shall complete, validate and submit an Overtime Reporting Form with their Time Sheet and Payroll record.

Section 11.15 Short Term Shift Vacancy Overtime: In the event of a call off before the beginning of the next shift which causes staffing levels to fall below the minimum staffing level established by the Fire Chief, a Short-Term Call Off procedure will take place. (Short term call off qualifies as less than 12 hours notice of the beginning of shift that starts at either 0630 hours or 1830 hours' time.) If no one is willing to pick up the open shift, the Chief or his/her designee has the option to mandate off-going or oncoming shift members for the day/night portion of shift. The second half of the shift will be filled using the Long-Term Vacancy procedures first. If no employee has volunteered for the overtime opportunity, then a member from the next oncoming unit day will be responsible for filling the evening (12 hours). The Chief or his/her designee will also have the discretion and ability to adjust the assignment by taking the following factors into consideration when filling open shifts- Officer in Charge status; Vehicle Operator status; Crew Strength; or any other extenuating circumstance.

Section 11.16 Long Term Shift Vacancy Overtime: For Long Term Shift Vacancy Overtime which causes staffing levels to fall below the minimum staffing level established by the Fire Chief, the Chief or his/her designee will send out a Code Red or other notification system to all employees. Employees will have 1 ½ hours to reply to this notification. An overtime list shall be kept by the Fire Chief (but accessible as a read only document by all members.) Any employee on EHO, vacation, sick leave, personal time or other authorized leave shall be exempt from the overtime rotation for the extent of their approved leave, except in an emergency situation. The employee who accepts the shift with the least amount of offered overtime hours will be granted the open shift. Employees who reply "No", don't respond to the notification, or reply "Yes" will only be charged the appropriate hours if the process gets to their name on the overtime list. The Chief or his/her designee will also have the discretion and ability to adjust the



assignment by taking the following factors into consideration when filling open shifts-Officer in Charge status; Vehicle Operator status; Crew Strength; or any other extenuating circumstance.

Section 11.17 Mandatory Overtime: If no employee has volunteered for an overtime opportunity, then the Fire Chief or his/her designated authority may fill the overtime opportunity by assigning employees to work the overtime from a mandatory overtime list. A mandatory overtime list shall be kept by the Fire Chief (but accessible as a read only document by all members), and the employee at the bottom of the list will be mandated to report for duty. Failure to report shall initiate discipline in accordance with the contract for failure to report for duty. The mandatory overtime list will initially be in order of least seniority to most senior. Any employee on EHO, vacation, sick leave, personal time or other authorized leave shall be exempt from the mandatory overtime rotation for the extent of their approved leave, except in an emergency situation. If an employee is working on Christmas or Christmas Eve Day/night, they are not eligible to be mandated for the other shift. If an employee is mandated either via short-term or long-term shift vacancy and they can get their own coverage from another “equally” qualified employee for any time period within the “mandated” shift, the mandated employee will be charged the full 12 hours. The proposed employee covering the shift for the mandated employee must be approved by the Fire Chief or his/her designee. The Chief or his/her designee will also have the discretion and ability to adjust the assignment by taking the following factors into consideration when filling open shifts-Officer in Charge status; Vehicle Operator status; Crew Strength; or any other extenuating circumstance.

**ARTICLE 12**  
**LAYOFF AND RECALL**

Section 12.1 When the Employer determines that a long-term layoff is necessary, they shall notify the affected Employee(s) no less than fourteen (14) calendar days in advance of the effective date of the layoff. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seven (7) calendar days or less, in which case the Employer shall notify the affected Employee as soon as possible.

Section 12.2 Layoffs of bargaining unit Employees will occur in inverse order of seniority from the date the Employee started work as a full-time (career) Employee. (*i.e. least senior being laid off first*)

Section 12.3 Employees who are laid off shall be placed on a recall list for a period of eighteen (18) months. If there is a recall, Employees who are still on the recall list shall be recalled, in the inverse order of their layoff provided they are presently qualified to perform the work in the classification to which they are recalled. Any recalled Employee requiring additional training to meet new position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of the recall. Such training will be provided at the Employer's expense.

In accordance with ORC 124.37, if a bargaining unit Employee is laid off and enters into the active service of the Army, Navy, Marine Corps, or other armed service of the United States, the period the Employee serves therein shall not be considered in the determination of the eighteen (18) months for reinstatement status. The eighteen (18) month period shall be computed exclusive of the time the Employee spent in the armed services.

Section 12.4 Notice of recall shall be sent to the Employee by certified mail or hand delivered to the Employee's last known residence. 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 in writing by the Employee.



Section 12.5 The recalled Employee shall have five (5) calendar days following the date of receipt or attempted delivery of the recall notice to notify the Employer of his/her intention to return to work and shall have twenty one (21) calendar days following the receipt or attempted delivery of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

Section 12.6 For the purpose of this Article, seniority shall be computed on the basis of uninterrupted length of continuous full time service in the Montgomery Fire Department.

Section 12.7 An Employee who is laid off in excess of eighteen (18) months as stipulated in Section 12.4 of this Article shall be paid for all accrued but unused vacation leave or any other accrued paid leave that would be payable upon termination.

**ARTICLE 13**  
**WAGES AND COMPENSATION**

Section 13.1 Employees will be paid in accordance with the City's Performance Achievement Plan/Pay for Performance System. Any major changes made to the City's Performance Achievement Plan/Pay for Performance System shall be first submitted to the Union for its consideration. Any material changes to said Plan/System will require mutual consent of the parties.

Section 13.2 Effective on the first day of the first full pay period after April 1, 2021, each Employee's then-current hourly wage will increase by 2.75% and the hourly wage range for all bargaining unit Employees shall be as follows:

	MINIMUM	MAXIMUM
Fire Lieutenant (on tour):	\$28.94	\$36.38
Fire Lieutenant (40 hours):	\$37.63	\$47.30
Firefighter/Paramedic (on tour):	\$24.89	\$31.88
Firefighter/Paramedic (40 hours):	\$32.36	\$41.43

Section 13.3 Effective on the first day of the first full pay period after April 1, 2022, each Employee's then-current hourly wage will increase by 2.75% and the hourly wage range for all bargaining unit Employees shall be as follows:

	MINIMUM	MAXIMUM
Fire Lieutenant (on tour):	\$29.74	\$37.38
Fire Lieutenant (40 hours):	\$38.66	\$48.60
Firefighter/Paramedic(on tour):	\$25.57	\$32.76
Firefighter/Paramedic (40 hours):	\$33.25	\$42.57

Section 13.4 Effective on the first day of the first full pay period after April 1, 2023, each Employee's then-current hourly wage will increase by 3% and the hourly wage range for all bargaining unit Employees shall be as follows:

	MINIMUM	MAXIMUM
Fire Lieutenant (on tour):	\$30.63	\$38.50
Fire Lieutenant (40 hours):	\$39.82	\$50.06
Firefighter/Paramedic (on tour)	\$26.34	\$33.74
Firefighter/Paramedic (40 hours)	\$34.25	\$43.85

Section 13.5 This system may include a merit bonus of up to two percent (2%) for those employees who have reached the top of their established pay range.

Section 13.6 The Employer may determine the appropriate placement of new firefighter hires within the pay range established by this Agreement.

Section 13.7 The full amount of the required contributions to the Police and Firemen’s Disability and Pension Plan (“Plan”) shall be withheld from the gross pay (salary/hourly wage reduction method) of each person who is or becomes a contributing member of the Plan, which shall be paid to the Plan by the City of Montgomery. This salary/hourly wage reduction by the City of Montgomery is, and shall be designated as, employee contributions and shall be in lieu of contributions to the Plan by each person. No person subject to this salary/hourly wage reduction shall have the option of choosing to receive the required contribution to the Plan directly instead of having it withheld and paid by the City of Montgomery or of being excluded from the withholding and remittance by the City.

The City of Montgomery shall, in reporting and making remittance to the Police and Firemen’s Disability and Pension Plan, report that the public employee’s contribution for each person subject to this salary/hourly wage reduction has been made as provided by the statute.

The total salary/wage rate for each Employee shall be the salary/wage rate otherwise payable under this agreement. Such total salary/wage rate of each Employee shall be payable by the City in two parts: (a) deferred wages and (b) cash wages. An Employee’s deferred salary shall be equal to that percentage of that employee’s total salary which is required from time to time by the retirement system to be paid as an employee contribution by that employee, and shall be paid by the City to the retirement system on behalf of that employee as a salary reduction and in lieu of the Police and Firemen’s Disability and Pension Plan employee contribution otherwise

payable by that Employee. An Employee's cash salary/hourly wage shall be equal to that Employee's total salary/hourly wage less the amount of the pick-up for that Employee, and shall be payable, subject to applicable payroll deductions, to that employee. The City shall compute and remit its employer contributions to the Police and Firemen's Disability and Pension Plan based upon an Employee's total salary. The total salaries/wages payable under this agreement shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

Section 13.8 Effective upon the passage of legislation by Montgomery City Council, and in accordance with Ohio Revised Code §742, and Montgomery City Ordinance, members of the Police and Firemen's Disability and Pension Fund of Ohio may (1) redeposit contributions previously withdrawn plus interest and/or (2) purchase additional forms of permissive service credits.

Employees may purchase additional service credit, tax-deferred, and the City shall withhold the required service credit deduction from the gross pay of the Employee who elects to do so and shall pick up (assume and pay) such deduction to the Police and Fireman's Disability and Pension Fund. Employees electing this pick up deduction shall not have the option of choosing to receive the payroll deduction directly instead of having this deduction picked up by the City. Employees who have elected to participate in this plan cannot increase, decrease, or terminate the amount of the pick up deduction.

Section 13.9 Maintaining Certification: Any Employee must maintain Ohio Firefighter Level II, Ohio Fire Inspector and Ohio EMT-P certifications.

Section 13.10 Officer in Charge Incentive. The Fire Chief or his designee may assign firefighters to serve as Officer in Charge (OIC) in the absence of a Lieutenant. Firefighters assigned as OIC will receive \$1.50 pay for all hours worked in that capacity. These assignments are not permanent. The selection and duration of OIC assignments are made at the discretion of the Fire Chief or his designee. Beginning the first full pay period following the signing of this Agreement, firefighters are eligible for an additional Officer-in-Charge Incentive of \$0.50 per hour only if the firefighter has obtained Class 3 Operator status according to department policy and has successfully completed Fire Officer 1 and 2 training.

**ARTICLE 14**  
**INSURANCE**

Section 14.1 The Employer shall make available to all bargaining unit Employees comprehensive major medical, hospitalization, health care, and dental insurance. If the Employer determines that it is necessary to change insurance carriers, the Employer agrees to meet with the Union prior to implementing the change in order to negotiate the impact of any proposed changes. A change in third party administrators (to administer the City's plan) does not constitute a change in carrier.

Section 14.2 For the term of this Agreement, the Employer shall pay the monthly cost of providing insurance as listed in Section 14.1 above to the maximum cost per month as listed below. If the cost to the Employer for providing such insurance exceeds the maximum amount per month as listed below, fifty percent (50%) of the cost that is in excess of the maximum shall be paid by the Employer and fifty percent (50%) of the cost that is in excess of the maximum shall be paid by the Employee. Insurance cost payments made by the employee shall be by payroll deduction. As indicated below, medical insurance maximums will increase by 6% each year and dental maximums will increase by 3% each year.

**Medical Maximum Per Month – Family Plan**

Effective January 1, 2022:	\$1,572.84
Effective January 1, 2023:	\$1,667.21
Effective January 1, 2024:	\$1,767.24

**Medical Maximum Per Month – Employee and Spouse Plan**

Effective January 1, 2022:	\$1,142.67
Effective January 1, 2023:	\$1,211.23
Effective January 1, 2024:	\$1,283.90

**Medical Maximum Per Month – Employee and Child Plan**

Effective January 1, 2022: \$1,142.67  
Effective January 1, 2023: \$1,211.23  
Effective January 1, 2024: \$1,283.90

**Medical Maximum Per Month – Single Plan**

Effective January 1, 2022: \$571.59  
Effective January 1, 2023: \$605.89  
Effective January 1, 2024: \$642.24

**Dental Maximum Per Month – Family Plan and Single Plan**

Effective January 1, 2022: \$192.61  
Effective January 1, 2023: \$198.39  
Effective January 1, 2024: \$204.34

\*These effective dates are intended to be consistent with the plan years. If the plan year changes, the effective dates will be changed accordingly.

Section 14.3 If the Employer determines that it is necessary to change insurance coverages and/or if the anticipated cost of insurance coverages as they exist or as proposed to exist is to exceed the cap set forth in Section 14.2, then these issues shall be referred to the Employee/Management Health and Benefits Plan Committee for review and recommendation to the Employer. The committee shall be comprised of five (5) members, one of whom shall be appointed by the Union, one of whom shall be appointed by the Police Department, one of whom shall be appointed by the Service Department, and one of whom shall be appointed by the administrative staff employees. The fifth member of the committee shall be appointed by the City Manager. The committee shall have the authority to recommend a change in either the level of or provider for health care benefits, which include comprehensive major medical, hospitalization or health care insurance, and dental or optical benefits provided by the self-

funded program. The committee shall have the authority to continue the current plan benefits at the cost of the employees if the committee determines that such health care benefits at such cost are in the best interests of the employees. The committee shall not have the authority to modify the ceiling limits on Employer paid health care costs. A majority of the committee shall constitute a quorum and it may take action or make recommendations only by a consensus vote of its committee members. If the committee is unable to reach consensus after exhausting all efforts to do so, the recommendation shall be made by a majority vote of the committee members.

Section 14.4 The Employer shall provide, at no cost to the Employee, term life insurance coverage on each Employee in an amount equal to the Employee's annual salary, rounded off to the nearest one thousand dollars (\$1,000.00).

Section 14.5 The Employer agrees to defend any bargaining unit Employee from actions arising out of the lawful performance of his/her official and/or assigned duties.

**ARTICLE 15**  
**HOLIDAYS/PERSONAL TIME**

Section 15.1 The following are recognized as holidays under this Agreement:

New Years Day

Martin Luther King Jr. Day

Memorial Day

Independence Day

Labor Day

Thanksgiving

Day After Thanksgiving

Christmas Eve

Christmas Day

Personal Days/Time – 42 hours (24 hours shift), 32 hours (8 hour shift)

Section 15.2 Employees who are not available for duty on any of the above designated holidays due to unpaid leave, layoff, or disciplinary suspension, shall not be eligible for holiday pay for that holiday.

Section 15.3 All Employees who are regularly scheduled on a 24/48 hour shift will be paid for 94 hours of regular pay, for nine holidays, in addition to regular earnings. This additional pay will occur at the first pay period in December. New Employees or Employees transferring to or from a 24-hour shift schedule will be pro-rated based on their hire date, or date of transfer, respectively. Employees working a 40-hour per week schedule will receive the recognized holiday off in lieu of holiday pay.

Section 15.4 In order to receive holiday pay, an Employee must work their scheduled holiday, unless their absence from work is due to an approved shift trade or illness or injury, in which event a physician's statement will be required.

Section 15.5 Holiday pay as provided for in this Article shall be at the employee's straight time hourly rate as provided for in Wage Article of this Agreement.



Section 15.6 An Employee who actually works on any of the holidays provided for in this Article shall receive holiday pay as provided in Section 15.3 above, in addition to his/her regular earnings. However, an employee who actually works on Thanksgiving and/or Christmas Day and/or Christmas Eve shall receive compensation of two times his/her regular rate of compensation for hours worked on the actual holiday date in addition to ten and four tenths (10.4) hours of holiday pay. The only exception to this Section occurs when there is an approved trade on a holiday. In that situation, the employee who was originally scheduled to work the holiday shall receive the holiday pay at the rate set forth in this section.

Section 15.7 Personal Days/Time.

- A. Up to six times per year, employees may use personal time in varying lengths of at least three consecutive hours and up to twelve consecutive hours per shift. All other personal time must be used in units no less than twelve (12) hours at any one time. All personal time requests are subject to prior approval by the Employee's supervisor by completing a Leave Request form at least 24 hours in advance of the requested leave.
- B. When an Employee is hired, the Employee's earned personal days will be prorated based on the Employee's hire date and rounded to the nearest half day.
- C. Personal days may not be carried over and accumulated from year to year. All personal days must be used before the end of the final full pay period of the calendar year. After the end of the final full pay period of the year, all unused personal time will be forfeited and not paid. The parties agree to revisit this language whenever the City acquires new financial software.
- D. At retirement, any personal days remaining unused in that calendar year will be paid to the Employee.

**ARTICLE 16**  
**VACATIONS**

Section 16.1 Full time bargaining unit employees who have completed one (1) or more years of service in the bargaining unit shall accrue vacation leave in accordance with the following schedule:

<b>COMPLETED YEARS OF SERVICE</b>	<b>VACATION HOURS 24 HOUR SHIFT EMPLOYEE ENTITLEMENT</b>	<b>VACATION HOURS 8 HOUR SHIFT EMPLOYEE ENTITLEMENT</b>
1-5	104 hours	80 hours
6	114 hours	88 hours
7	124 hours	96 hours
8	136 hours	104 hours
9	146 hours	112 hours
10	156 hours	120 hours
11	166 hours	128 hours
12	176 hours	136 hours
13	188 hours	144 hours
14	198 hours	152 hours
15	208 hours	160 hours

Vacation leave shall be accrued for each completed pay period at a rate proportional to the number of hours of vacation entitlement as defined in the above table. Vacation leave shall not accrue when an employee is on any unpaid leave, in layoff status, or on disciplinary suspension.

Section 16.2 Vacation leave may be scheduled as follows:

- A. A 24-hour shift Employee may use vacation leave in not less than 12-hour increments. An 8 hour shift Employee may use vacations in not less than 4 hour increments.
- B. The Employer may refuse to grant vacation leave usage that is requested less than fourteen (14) days in advance.

- C. At least two (2) 24-hour shift Employees shall be permitted to schedule EHOs, Vacation, or personal time for the same period of time during each 24-hour shift. This restriction may be waived by the Chief or the Chief's designee in his sole discretion.

Section 16.3 The maximum number of accrued but unused vacation days cannot exceed twice the employee's annual vacation entitlement.

Section 16.4 Beginning November 15, vacation selections for the months of January and February will be determined by rank seniority for all employees submitting requests on or before November 15. All requests submitted after November 15 will be determined by the date and time the request is submitted. The Employee submitting his request the earliest will be granted leave, as long as the request is otherwise in compliance with and approved under this Article. Beginning January 15, vacation selection for the months of March through December will be determined by rank seniority for all employees submitting requests on or before January 15. All requests submitted after January 15 will be determined by the date and time the request is submitted. The Employee submitting his/her vacation request the earliest will be granted leave, as long as the request is otherwise in compliance with this Article.

Section 16.5 Vacation and EHO Requests.

- A. When an Employee requests to use accrued vacation or EHO, the employee must satisfy the following criteria:
  - 1. The Employee must submit the vacation or EHO request to the Chief or his designee;
  - 2. The Employee must be eligible to take vacation or EHO according to the requirements of the collective bargaining agreement;
- B. If the Employee requesting vacation or EHO fails to complete the numbered items described above, the Employee's vacation request will be denied. When the Chief or designee receives the information described above, he will determine who will fill the shift. The Chief or designee has the sole discretion in determining who will fill the shift. The City will maintain an adequate level of staffing in its discretion.

## ARTICLE 17

### SICK LEAVE

Section 17.1 Full time bargaining unit Employees working a 24/48 schedule shall accrue sick leave at the rate of 4.8 hours for each fourteen (14) day pay period to a maximum accrual of one hundred twenty-four and eight tenths (124.8) hours in any calendar year. Sick leave shall accrue while an Employee is on duty and on vacation leave, but shall only accrue during the first one hundred four (104) consecutive hours while an Employee is on sick leave. Sick leave accrual shall cease for any sick leave exceeding one hundred four (104) hours. Sick leave shall not accrue while an Employee is on any unpaid leave, on layoff, on disciplinary suspension, or in overtime status.

Section 17.2 During the first ninety (90) days of employment, a full time bargaining unit Employee working a 24/48 schedule may borrow up to twenty-four (24) hours of sick leave from the Employer. All borrowed sick leave hours shall be paid back to the Employer as they are accrued until the hours have been repaid. If an employee separates from employment before repaying the City for borrowed time, the City may withhold the amount owed from the Employee's final paycheck.

Section 17.3 Sick leave shall be granted to an Employee, upon approval by the Employer or his/her designee, for the following reasons:

- A. Illness or injury of the Employee when such illness or injury prohibits the Employee from performing the normal duties of his/her work assignment.
- B. Illness or injury of a member of the Employee's immediate family where the Employee's presence is reasonably necessary for the health and welfare of the affected family member. Sick leave usage for this purpose shall be limited to twenty-four (24) hours per incident.
- C. Death of a member of the Employee's immediate family. Such usage shall be limited to twenty-four (24) hours, including the date of the funeral.
- D. Medical, optical, dental, or other appointments with a licensed medical practitioner when such appointments cannot reasonably be scheduled during non-work time.

- E. Exposure of the Employee to a contagious disease which could be communicated to and jeopardize the health of other employees. Use of sick leave for this purpose may require the confirmation of necessity by a licensed medical practitioner and the Employer.

Immediate family as used in this article shall be limited to mother, father, son, daughter, spouse, brother, sister, grandparent, grandchild, or a legal guardian or other person who stands in the place of a parent (in loco parentis). In the case of death, mother-in-law, father-in-law, brother-in-law, sister-in-law or a spouse's sibling's spouse, sick leave usage is permitted for a maximum of twenty-four (24) hours. In addition, the term immediate family for the purpose of this Article can include any aunt, uncle, nephew or niece who was a permanent resident of the Employee's household at the time of their death.

Section 17.4 When an Employee is unable to report to work due to illness or injury, he/she shall notify his/her immediate supervisor or other designated person as soon as possible, but no less than two (2) hours prior to the time he/she is scheduled to report to work, unless extenuating circumstances prohibit. Such notification must be given on each day of absence, unless other arrangements are made with the Fire Chief or his/her designee.

Section 17.5 Upon return to work, an employee shall complete and sign an application for sick leave use on a form provided by the Employer to justify the use of sick leave. The Employer may require (at its option) the submission of a physicians receipt or statement after the employee has experienced three (3) or more occurrences of sick leave in any given twelve (12) month period. Such receipt or statement shall include the nature of the illness or injury, the treatment given, and the prognosis. Failure of the Employee to provide such a statement when requested shall result in the denial of sick leave pay.

Section 17.6 Sick leave usage, when approved, shall be charged in a minimum of one (1) hour increments. In order to receive pay for sick leave usage, an Employee must comply with all departmental rules and regulations governing application and use. Falsification of an application for sick leave or a medical practitioner's statement shall be grounds for disciplinary action, including termination. The Employer maintains the right to investigate any request for sick leave use and any excessive abuse or use of sick leave. The Employer also maintains the right to have

any employee examined by a licensed medical doctor selected and paid by the Employer. The Employer may deny the payment of sick leave if the investigation indicates that the absence was not within the provisions of or the spirit of this Article. Denial of sick leave payment shall not preclude the Employer from implementing disciplinary action.

Employees may accrue unused sick leave up to a maximum of one thousand two hundred forty-eight (1,248), which shall be known as the Employee's "sick leave bank."

Section 17.7 The policies concerning the sick leave bank shall be as follows:

- A. The maximum number of hours that any employee can accrue in the sick leave bank is one-thousand two hundred forty-eight (1,248) hours. All sick leave hours earned in excess of one-thousand two-hundred forty-eight (1,248) hours shall not be accumulated in the sick leave bank and shall be lost.
- B. When the number of accrued but unused sick leave hours in the sick leave bank reaches one-thousand two-hundred forty-eight (1,248) hours, the employee may request to receive a cash conversion of all hours in excess of one-thousand one-hundred twenty-three (1,123) hours at a rate of one (1) hour pay for each one and one-half (1-1/2) hours in excess of one-thousand one-hundred twenty-three (1,123) hours. Failure of an Employee to exercise this option shall result in all hours earned in excess of one-thousand one-hundred two forty-eight (1,248) hours to be lost.
- C. An Employee working a regular forty (40) hour per week schedule will be subject to the following standard. When a full-time employee has accumulated 864 hours of unused sick leave, the employee may redeem sick leave hours at the employee's current rate of pay at the rate of one hour of compensation for each one and one half hours of sick leave redeemed. Redemption may occur only once each calendar year. The minimum number of hours that may be redeemed at any one time shall be sixty (60) hours. The City Manager shall establish rules governing the frequency of redemption, the maximum number of days which may be redeemed within a period, and such other incidents of redemption as may be

necessary to protect the public interest and rights of employees. The maximum number of days of sick leave that may be accrued shall be 960 hours.

- D. An Employee with twenty (20) or more years of service with the Employer in a bargaining unit position who retires from active service with the Employer, shall be paid for fifty percent (50%) of the value of all accrued but unused hours in the sick leave bank at the rate of pay on the date of retirement. An Employee with ten (10) through nineteen (19) years of service with the Employer in a bargaining unit position who retires from active service with the Employer, shall be paid for thirty three and one third percent (33-1/3%) of the value of all accrued but unused hours in the sick leave bank at the rate of pay that is in effect as of the date of retirement.



## ARTICLE 18

### OCCUPATIONAL INJURY LEAVE (OIL)

Section 18.1 Each full-time bargaining unit Employee shall be entitled to occupational injury leave (OIL) to a maximum of one hundred twenty (120) calendar days for each qualifying injury. OIL may be granted to an Employee (a) who suffers a workers' compensation eligible on-the-job injury or occupational disease from an identifiable incident that occurred in the course of performance of his or her official duties within the scope of his or her employment with the Employer; and (b) where such injury directly results from a hazard as defined in Section 18.2; and (c) who is off work due to said injury for a continuous period of twelve (12) calendar days. The City may decide to waive the requirement to use sick leave during the initial twelve (12) calendar day period, but a City decision not to waive the requirement to use sick leave shall not be subject to the grievance procedure under this contract. Payment of OIL is conditioned upon the Employee's submission of supporting medical evidence to establish the Employee's inability to work. An Employee who is receiving OIL benefits will be required to use Family and Medical leave (if eligible) concurrently with OIL. If the City compensates the Employee in a manner consistent with salary continuation after the expiration of Occupational Injury Leave, such leave will be chargeable against accumulated sick leave, personal leave, compensatory time, and vacation leave.

Section 18.2 In the event of a service connected injury incurred in the active discharge of duty particular to firefighting, emergency medical services, rescue operations, fire department training evolutions, or other similarly hazardous events beyond the control of the Employee, and not characteristic of other occupations, which injury is not the result of negligence, recklessness, self-infliction, intoxication, or being under the influence of illegal drugs or legal drugs not used in compliance with a prescription or "horseplay" by the Employee, the Employer shall consider a request for OIL from an eligible Employee and if approved, grant full pay for a period not to exceed one hundred twenty (120) calendar days. This time shall not be charged to the Employee's sick time. No extensions of this OIL benefit are permitted.

Section 18.3 An Employee applying for OIL shall, in compliance with the rules of the Ohio Bureau of Workers' Compensation, sign a medical release authorizing the Employer or its designee to request all medical information related to the alleged injury, and/or treatment for the



body part(s) alleged to be injured. The Employee is also required to complete a provider list identifying any and all physicians, medical facilities, and pharmacies who have treated or filled prescriptions for the Employee for the alleged injury or who have treated the Employee for the same body part in the past. The Employee may be required to submit to an exam by a licensed medical practitioner selected and paid for by the Employer.

Section 18.4 Any Employee claiming an occupational injury under this Article shall file an injury claim with the Ohio Bureau of Workers' Compensation (OBWC) as soon as possible. The Employee is required to complete an internal accident report within 24 hours or as soon as physically possible. An Employee who is receiving OIL leave will not request or be entitled to receive Temporary Total Disability (TTD) Compensation from the Ohio Bureau of Workers' Compensation for the same period for which they have received OIL benefits. An Employee eligible for OIL will receive said benefits after the first twelve (12) calendar days. An Employee can use eligible accrued paid leave for the initial time off work before he or she is eligible for OIL. If the BWC/Industrial Commission ultimately allows the claim, the eligible Employee's OIL benefits will be retroactively granted to the first day of absence, and he or she will be credited the initial sick or vacation time used. In the event the claim is ultimately denied by the BWC/IC, the Employee will revert back to sick leave status and will be charged sick leave or vacation time for any period he or she previously received OIL. For any period which the Employee is receiving OIL, the Employee shall remit said payments back to the OBWC for the period during which the Employee received full pay from the Employer while on OIL.

Section 18.5 It is understood and agreed that the Employee and Employer will complete salary continuation forms for the period for which OIL is being paid. Said forms will be submitted to the Ohio BWC. OIL benefits are considered wages in lieu of compensation. After OIL benefits have been exhausted, the Employee must continue to accept salary continuation if the City chooses to maintain salary continuation.

Section 18.6 Prior to determining an Employee's eligibility for OIL, the Employer will determine whether transitional work (within the City) or a modified duty off site (MDOS) is available. If restrictions are provided by the physician of record (POR), the Employer will determine whether there are any assignments within the City that the Employee can perform

within his or her restrictions. If there are no job assignments within the City that are within the Employee's restrictions, the Employer or its designee will determine whether there is MDOS within the Employee's restrictions. It is strictly the management right of the Employer to determine if transitional work within the restrictions is available within the City. If the POR, after communicating within the Employer or its designee about the availability of transitional work, has not provided restrictions, and the Employee is certified as totally disabled, the Employer will adjudicate the request for OIL.

Section 18.7 No entitlement to OIL shall arise from a personal injury sustained while an Employee is engaged in private employment of any nature whether or not such private employment is in a firefighting related field, and whether or not such private employment was secured through the City of Montgomery.

Section 18.8 Before an Employee on injury leave will be permitted to return to his or her former position of employment, he or she shall submit to the Chief a physician's statement and any other required documentation concerning the injury, demonstrating his physical ability to satisfactorily perform all the duties of his position. Additionally, the Chief may require the Employee to submit to an examination by a physician selected by the City, at the City's expense, if there is any question about the Employee's ability to return to full duty.

**ARTICLE 19**  
**LEAVES OF ABSENCE**

Section 19.1 Leave Without Pay. Employees may be granted the following types of unpaid leaves of absence:

- A. Disability Leave A physically or mentally incapacitated Employee may request a disability leave. A disability leave for a period not to exceed six (6) months for mental disability and twelve (12) months for physical disability may be granted when the disability continues beyond the accumulated sick leave rights provided the Employee furnishes satisfactory medical proof of such a disability along with his/her written request and is:
1. Hospitalized or institutionalized;
  2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution;  
or
  3. Declared incapacitated for the performance of the duties of his/her position by a licensed physician. It is the Employee's responsibility to request a disability leave since such disability leave is not granted automatically when the Employee's sick leave has expired.

In order to maintain re-employment rights, the Employee must request to return prior to the conclusion of the disability leave. When an Employee is ready to return to work, he/she shall furnish a statement by a physician releasing the Employee as able to return to work. Replacements for workers on disability leave are employed pursuant to C (3) of this Section.

- B. Employer Required Disability Leave The Employer may require an Employee to be examined by a licensed physician, selected by the Employee from a list of three (3) submitted by the Employer, at the Employer's expense. An Employee found to be unable to physically perform the substantial duties of his/her position shall be placed on Disability Leave as described in Paragraph A above.
- C. If the physician hired by the Employer and the Employee's physician are in disagreement regarding the ability of an Employee to return to his/her duties, the Employer's physician and Employee's physician will mutually select a third

physician to resolve the disagreement as to the determination of return to duty. The cost of such evaluation/examination shall be borne equally by the parties. The decision of the third physician shall be binding upon the City, the Union and the Employee.

- D. Leave of Absence The Employer may grant a leave of absence to any Employee for personal reasons of the Employee. Such a leave may not be renewed or extended beyond six (6) months. Failure of the Employer to grant an unpaid leave of absence shall not be subject to the grievance procedure.
1. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted.
  2. The granting of any leave of absence is subject to approval of the Employer. Except for emergencies, Employees will advise the Employer sixty (60) days prior to commencement of the desired leave so that the various departmental functions may proceed properly.
  3. Upon completion of a leave of absence, the Employee is to be returned to the position formerly occupied, or to the next available similar position if the Employee's former position no longer exists.
  4. An Employee may return to work before the scheduled expiration of leave as requested by the Employee and agreed to by the Employer. Failure of the Employer to grant a request for early termination of an approved leave of absence shall not be subject to the grievance procedure. If an Employee fails to return to work at the expiration of an approved leave of absence, such Employee, absent extenuating circumstances, shall be removed from his/her position and shall not receive seniority time for the period of leave.
- E. No benefits or service credit shall be accrued by an Employee granted an unpaid leave of absence, except that group insurance coverage may continue to be available at the Employee's option pursuant to the terms and conditions of COBRA, except in the case of Section F below.

- F. The provisions of the Family Medical Leave Act, as amended, shall apply to unpaid leave under this section.

Section 19.2 Leaves With Pay. Employees may be granted the following types of paid leaves of absence:

- A. Court Leave

The Employer shall grant full pay where an Employee is summoned for any jury duty or subpoenaed as a witness (outside the scope of his/her employment) by any court or other adjudicatory body as listed in this Article. All compensation for such duty shall be reimbursed to the Employer unless such duty is performed totally outside of normal working hours. An Employee released from jury or witness duty prior to the end of his/her scheduled work day shall report to work for the remaining hours. Employees will honor any subpoena issued to them, including those from Worker's Compensation, Unemployment Compensation and State Employment Relations Board hearings. The Employer will not pay Employees who appear in court for criminal or civil cases, when the case is being heard in connection with the Employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences would be leave without pay, or personal day leave, or vacation at the discretion of the Employee. An Employee shall request prior approval for court leave, in order for such leave to be granted.

- B. Military Leave

Military Leave will be provided in accordance with State and Federal Law.

**ARTICLE 20**  
**NO STRIKE/NO LOCKOUT**

Section 20.1 The Employer and the IAFF recognize that a work stoppage of any kind would create a clear and present danger to the health and safety of the public. This Agreement provides machinery for the orderly resolution of grievances. Therefore the parties agree that:

- A. During the term of this Agreement, the Union shall not, for any reason, authorize, cause, engage in, sanction, condone or assist in any strike, sit down, sit in, cessation, stoppage, refusal to work, picketing, or any other concerted activity which would interrupt the operation or services of the Employer.
- B. During the life of this Agreement, the Employer shall not cause permit or engage in any lockout of the bargaining unit Employees unless those Employees have violated Section A above.

Section 20.2 In addition to any other remedies available to the Employer, any Employee or Employees, either individually or collectively, who violated Section A above is/are subject to disciplinary action up to and including discharge or removal by the Employer.

Section 20.3 In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit down, sit in, cessation, stoppage or refusal to perform work occur, the Union, within twenty-four (24) hours of a request by the Employer, shall:

- A. Publicly disavow such action by the Employees;
- B. Advise the Employer in writing that such action by Employees has not been caused or sanctioned by the Union;
- C. Notify Employees of its disapproval of such action and instruct such Employees to cease action and return to work immediately;
- D. Post notices on the Union Bulletin Boards advising that it disapproves of such action, and instructing Employees to return to work immediately.

Section 20.4 Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful work stoppages.

**ARTICLE 21**  
**UNIFORMS AND EQUIPMENT**

Section 21.1 The Employer shall supply at no cost all equipment required by the Employer. The Employer shall supply to the employee all uniforms, including City logo gym shorts and t-shirts, excluding socks and underwear, in quantities not to exceed \$500.00 per Employee per calendar year. Additionally, the Employee may use the uniform and equipment allowance to purchase gym shoes, business attire (City or fire department logo embossed), and/or fitness monitoring device. Any uniforms or equipment purchased in excess of \$500.00 per Employee shall be the responsibility of the Employee. Employees not utilizing the total \$500.00 per year forfeit the remainder of the money at the end of the year.

Section 21.2 All uniforms and equipment issued by the Employer are and shall remain the property of the Employer. Upon termination of employment of any bargaining unit Employee, all uniforms and equipment shall be returned to the Employer in the condition as when issued, allowing for reasonable wear and tear, prior to the issuance of any final compensation to the employee. Any issued item which is lost by an Employee, or damaged through the negligence of the Employee, shall be either replaced, repaired, or paid for at the current market value by the Employer, at the option of the Employer.

Section 21.3 Uniform and equipment items that require replacement due to normal and reasonable wear and tear may be submitted to the Employer for replacement on a scheduled basis as determined by the Employer. The Employer shall order, pay for, and distribute such replacement items, not to exceed the total amount allotted in Section 21.1, above.

Section 21.4 The Employer will make available a washing machine, a dryer, supplies used to launder and sufficient facilities so that Employees are not required to use their family facilities to clean their uniforms.

Section 21.5 Equipment, insignia, buttons, and other items not issued or required by the Employer may be utilized or worn only with the permission of the Fire Chief.

Section 21.6 When uniforms or equipment that are property of the Employer are damaged or lost through willful damage or through neglect by the employee, the repair or replacement cost of



such items shall be deducted from the pay of the responsible Employee. When such loss or damage occurs as the result of an incident that is beyond the reasonable control of an employee, repair or replacement shall be made at the expense and discretion of the Employer.

Section 21.7 Where a bargaining unit employee supplies evidence that he/she sustained damage to personal property while performing the duties of his/her assigned work, provided that such damage was not the result of willful misuse or negligence on the part of the Employee, the Employer shall reimburse the employee for the cost of necessary repairs or replacement up to a maximum of one hundred dollars (\$100.00) per year, or, in the case of eyeglasses, the actual replacement of the exact same eyeglass. The Employee shall present the damaged property for the Employer's inspection prior to the repair or replacement of said property. Repair or replacement of said property shall be at the Employer's option.



**ARTICLE 22**  
**WAIVER IN CASE OF EMERGENCY**

Section 22.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Hamilton County Sheriff, the Mayor or the City Manager of the City of Montgomery or Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. time limits for the processing of grievances; and,
- B. all work rules and/or agreements and practices relating to the assignment of Employees.

Section 22.2 Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s), had properly progressed, prior to the emergency.

**ARTICLE 23**  
**OUTSIDE EMPLOYMENT**

Section 23.1 At the sole discretion of the Employer, Employees may hold outside employment so long as they meet the performance standards of their job with the Employer. The outside employment shall not conflict with the Employee's duties as a member of the Fire Department. Employees shall consider the impact that outside employment may have on their health and physical endurance. All Employees will be judged by the same performance standards and will be subject to the Employer's scheduling demands, regardless of any existing outside work requirements. However, an employee may not perform outside work during the eight (8) hours immediately preceding the Employee's shift at the Montgomery Fire Department. This restriction does not apply to overtime hours or traded shifts at the Montgomery Fire Department.

Section 23.2 If the Employer determines that an Employee's outside work interferes with his/her performance or the ability to meet employment requirements of the Fire Department, the Employee may be required to terminate the outside employment if he/she desires to retain Fire Department employment.

Section 23.3 Outside employment that constitutes a conflict of interest is prohibited.

Section 23.4 The Injury Leave Article of this Agreement shall not apply to Employees who are injured during outside employment.

**ARTICLE 24**  
**WELLNESS AND PHYSICAL FITNESS**

Section 24.1 Wellness Program: The parties agree to abide by and incorporate by reference herein the City's Wellness Incentive Program and any changes therein the City subsequently determines are appropriate. All full-time Employees must be active in the City wellness program. Failure to be active will result in formal discipline. "Active" means joining the program.

Section 24.2 Physical Fitness Program:

- A. Examination: Employees must complete an annual physical to be paid for by the City performed by a City selected physician.
- B. Fitness Program: The IAFF/IAFC Labor Management Wellness and Fitness Initiative will be recognized as the guide for the improvement of the quality of life for all uniformed employees covered under this Agreement. Participation shall be considered mandatory for all employees covered under this Agreement. The City agrees to maintain, but will not exceed, the current level of resources to support the wellness and fitness program, unless the City, in its sole discretion, chooses to exceed the current levels. This includes an annual physical examination for all career uniformed Employees. The City agrees to provide sufficient opportunities for Employees to participate in this program during normal working hours; however, each Employee is required to participate in a physical fitness program during each shift worked except as waived by the Fire Chief and must document their participation as described in section 24.2 section D below. The Union will be responsible for a fitness assessment for each Employee and semi-annual appraisals. The Union hereby agrees to notify the Fire Chief of any problems or concerns relative to an employee's participation or physical condition. An Employee may be disciplined for failing to workout consistently. An Employee cannot be formally disciplined for failure to improve in performance (i.e. failure to get stronger).
- C. Subject to the limitations provided above, the City agrees to assume any financial obligation associated with the fitness assessments, provide necessary equipment

for conducting said fitness assessments and required training for the member responsible for conducting the fitness assessment.

- D. Each Employee will track his own daily workouts in a daily log. The appropriate log will be designated by the Chief. The responsibility to log daily workouts rests solely on the individual Employee. The department Wellness Representative will deliver a summary of the log to the Chief on a monthly basis.

**ARTICLE 25**  
**PERFORMANCE APPRAISALS AND TRAINING**

Section 25.1 Performance Achievement Plan: Each Employee will receive a written appraisal of job performance at least once each year. Employee performance appraisals provide for identifying strengths and weaknesses of job performance, establishing recommendations and goals for improved performance, and for making sound decisions regarding employee assignments, training, pay for performance increases, merit bonus for Employees at the top of their respective pay range, promotions, and other personnel actions. The appraisal shall include the supervisor's evaluation of Employee, peer review comments, Employee review of past year's work and a performance achievement plan for the coming year. The appraisal shall occur on or about the Employee's anniversary of hire date. Employees must achieve a satisfactory rating in the annual appraisal in order to become eligible for their next increase or step, if applicable.

Section 25.2 Training: Employees shall complete a minimum of sixty (60) hours of training offered by the City of Montgomery Fire Department. Training shall occur during the Employees' regularly scheduled shift. Any training attended outside the scheduled shift must have prior authorization of the Fire Chief or his designee. Expenses for training to maintain certifications may be covered by the City in its discretion. The City will continue to provide sufficient on-duty training opportunities for Employees to maintain their certifications.

**ARTICLE 26**  
**SHIFT TRADES**

Section 26.1 Employees with equivalent skills and certifications may, with seventy-two (72) hours prior notice to the Fire Chief or his/her designee, trade working hours or scheduled days off with other bargaining unit members. In the event of such trade, the hours worked shall be excluded in the calculation of the hours for which the substituting Employee would otherwise be entitled to overtime compensation. Where one Employee trades with another, each Employee will be credited as if he or she worked his or her normal work schedule for that shift. Each trade shall be in increments of one (1) hour. Shift trades may be denied if the Fire Chief or his/her designee determines that training schedules or other departmental functions may be disrupted by a proposed shift trade.

Section 26.2 An Employee who agrees to work a shift trade will be obligated to report at the agreed upon time and work the trade period on the same basis as his or her normal shift assignments. If an Employee cannot complete a shift trade, the person who initially traded the day is responsible to fill the shift. When a trade involves less than a full shift, the employee working will remain on duty until relieved by the other party to the trade or until the end of the regularly scheduled shift, whichever occurs first.

Section 26.3 The parties agree that the shift trades under this procedure comply with the requirements of 29 C.F.R. 553.31 and 29 U.S.C. 207(p)(3).

Section 26.4 All trades shall comply with the following rules:

1. All trades shall be between two (2) parties in active status (no three-way trades), except as follows: An Employee who is not in active status may only participate in two (2) shift trades per bargaining unit Employee after all other leave is exhausted, subject to all other limitations in this Article.
2. The Employer shall incur no financial burden by an employee-initiated trade.
3. Under no circumstances shall an employee work more than 48 consecutive hours.

4. No Employee may be involved in more than twelve (12) trades per calendar year, except as otherwise approved by the Fire Chief.

**ARTICLE 27**  
**REIMBURSEMENT OF EXPENSES**

Section 27.1 If the Employer requires any bargaining unit Employee to expend personal funds in connection with the performance of his/her assigned duties or any required training opportunities, such funds shall be reimbursed by the Employer.

Section 27.2 The maximum per diem expenses for meals and/or lodging shall be determined by the Employer prior to such expenditures. The per diem levels shall be established in accordance with the guidelines of the United States Internal Revenue Services or policies of the Employer that are in effect, whichever is greater.

Section 27.3 When the Employer requires a bargaining unit Employee to use his/her own vehicle for travel required by the Employer, the Employee shall be compensated for mileage at the rate currently authorized by the United States Internal Revenue Service, or current City policy, whichever is greater. All parking expenses shall also be reimbursed.

Section 27.4 Tuition Reimbursement Policy.

- A. Each full time bargaining unit Employee shall be eligible for tuition reimbursement for job related courses only (no supplies or other expenses). The Employer reserves the right to determine which courses are considered job related, and for which courses the Employee shall be reimbursed.
- B. The rate of reimbursement shall be based upon the following scale:
  - A = 100% Reimbursement
  - B = 80% Reimbursement
  - C = 60% Reimbursement
  - Pass/Fail = 50% Reimbursement (Pass)
  - = 0% Reimbursement (Fail)

The Employee must return to the City 100% of the amount reimbursed if the Employee leaves the City service within twelve (12) months of completing the course. If the Employee leaves City service within twenty-four (24) months of



completing the course, he/she must return 50% of the reimbursed amount to the City.

- C. The determination of which courses are job related and subject to reimbursement shall not be eligible for the grievance procedure as outlined in Article 6 of this document.

Section 27.5 Before an Employee can be reimbursed for any expenses provided for in this Article, he/she must provide receipts of all expenditures to the Employer or his/her designee.

**ARTICLE 28**

**LONGEVITY**

Section 28.1 All bargaining unit members shall be compensated with a longevity bonus computed upon the bargaining unit member's length of service with the City of Montgomery. The amount of the bonus shall correspond to the following schedule:

<b>Number of Years of Completed Service</b>	<b>Hourly Pay Supplement (Tour)</b>	<b>Hourly Pay Supplement (2080)</b>
0-4	0.00	
5	.14	0.19
6	.15	0.20
7	.17	0.22
8	.18	0.23
9	.19	0.24
10	.20	0.26
11	.21	0.28
12	.23	0.30
13	.24	0.32
14	.25	0.33
15	.27	0.36
16	.30	0.39
17	.31	0.41
18	.33	0.43
19	.34	0.45
20	.37	0.48
21	.39	0.51
22 and each year thereafter	an additional \$0.02 per hour	an additional \$0.02 per hour

Section 28.2 Longevity bonuses will be paid by including a pro-rated amount into each Employee's hourly rate throughout the year as indicated in the chart above. The hourly longevity bonus shall begin to be paid on the first pay period following the Employee's anniversary date.

## **ARTICLE 29**

### **BADGE, HELMET AND BOOTS AT RETIREMENT**

Section 29.1 Upon retirement from the City of Montgomery in good standing and under the Police & Firemen's Disability & Pension Fund System, bargaining unit members may purchase their Fire Helmet, Boots and Badge at a cost of \$1.00. Good standing means there was no discipline pending at the time of retirement and that there was no finding or determination that the bargaining unit member is mentally or emotionally unfit for duty.

**ARTICLE 30**  
**PAYMENT AT TIME OF SEPARATION**

Section 30.1 Upon separation from employment for any reason, all unpaid wages and all accrued but unpaid vacation and holiday leave shall be paid to the employee at the rate of pay that was in effect on the date of separation.

Section 30.2 When the separation from employment is due to a letter of resignation, the Employee must present such a letter to the Employer or his/her designee as far in advance as possible, but no less than fourteen (14) calendar days prior to the effective date of the resignation. As part of the fourteen (14) day notice, the Employee may not use vacation leave, personal leave or sick leave. The Employee is required to report for work on each of his/her regularly scheduled days during the fourteen (14) day period. The parties may mutually agree to waive all or part of the fourteen (14) day period.

Section 30.3 If the reason for separation is due to the death of the Employee, the payment of wages and accrued but unpaid benefits provided in this Agreement shall be paid in accordance with applicable state law.

Section 30.4 The City will endeavor to provide up to thirty (30) days of health insurance coverage for a deceased member's spouse and/or family, provided that such coverage is available from and permitted by the City's insurance carrier.

**ARTICLE 31**  
**LABOR/MANAGEMENT MEETINGS**

Section 31.1 In the interest of sound labor/management relations, the Employer and/or his/her designee(s) shall meet with not more than two (2) representatives of the IAFF to discuss pending problems and to promote a more harmonious labor/management relationship. A third person may attend such meetings at the option of either party. Such meetings may be called by either party and shall be held not more than six (6) times in any calendar year at a mutually agreeable time and location.

Section 31.2 A list of topics to be discussed will be exchanged by the parties at least five (5) working days in advance of the scheduled meeting. The purpose of such a meeting shall be to:

- A. Discuss the administration of this Agreement.
- B. Notify the IAFF of changes made by the Employer which affect bargaining unit members of the IAFF.
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.
- D. Disseminate general information of interest to the parties.
- E. Discuss ways to increase productivity and improve effectiveness.
- F. To consider and discuss health and safety matters relating to Employees.

Section 31.3 It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as possible.

Section 31.4 Meetings scheduled by the Employer with bargaining unit Employees that are called for reasons pertinent to the normal operations of the Fire Department shall not be considered Labor/Management meetings.

**ARTICLE 32**  
**DURATION OF AGREEMENT**

Section 32.1 This Agreement shall be effective as of midnight on the 1<sup>st</sup> day of April, 2021, and shall remain in full force and effect until midnight on the 31<sup>st</sup> day of March, 2024, except for the Wages and Compensation Article and the Hours of Work/Overtime Article, which shall be effective the first day of the first 28-day pay period after the effective date of this contract, and the first day of the first 28-day pay period in subsequent years of the contract.

Section 32.2 The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and Union and all prior agreements, either oral or written are hereby canceled.

**FOR THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
LOCAL 4391:**

**FOR THE CITY:**

\_\_\_\_\_  
Patrick Morgan, President

\_\_\_\_\_  
Brian Riblet, City Manager

\_\_\_\_\_  
Michael Nelson, Vice-President

\_\_\_\_\_  
Julia Prickett, Human Resources Manager

\_\_\_\_\_  
Dane Williams, Secretary/Treasurer

\_\_\_\_\_  
Paul Wright, Fire Chief

\_\_\_\_\_  
Ben Shapiro, Assistant Fire Chief

\_\_\_\_\_  
Joe Scholler, Esq., Frost Brown Todd LLC  
Special Labor Counsel

ORDINANCE NO. \_\_\_\_\_, 2021

**AN ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF MONTGOMERY, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2022**

**WHEREAS**, Council previously did approve and submit to the Budget Commission a Budget for revenues and expenses for the fiscal year commencing January 1, 2021 and ending December 31, 2022; and

**WHEREAS**, the proposed Budget has been accepted and approved, and Council does desire to appropriate funds according to the Budget to meet current expenses and other expenditures for the 2022 fiscal year.

**NOW THEREFORE, BE IT ORDAINED** by the Council of the City of Montgomery, Hamilton County, Ohio, that:

**SECTION 1.** Commencing January 1, 2022 and for the fiscal year ending December 31, 2022, in order to provide for the current expenses and other expenditures of the City, the sums detailed on the attached Budget schedule are hereby appropriated as if such schedule is fully set forth herein.

**SECTION 2.** This Ordinance shall be in full force and effect from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Connie M. Gaylor, Clerk of Council

\_\_\_\_\_  
Christopher P. Dobrozsi, Mayor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Terrence M. Donnellon, Law Director

## Attachment to 2022 Appropriation Ordinance

General Fund		
101 Police Department	Personnel	3,600,677
	Nonpersonnel	422,800
	<b>Total</b>	<b>\$4,023,477</b>
106 Disaster Services	Personnel	0
	Nonpersonnel	9,300
	<b>Total</b>	<b>\$9,300</b>
201 Public Health and Welfare	Personnel	58,500
	Nonpersonnel	0
	<b>Total</b>	<b>\$58,500</b>
301 Recreation	Personnel	263,527
	Nonpersonnel	108,634
	<b>Total</b>	<b>\$372,161</b>
303 City Parks	Personnel	373,191
	Nonpersonnel	271,500
	<b>Total</b>	<b>\$644,691</b>
317 Swaim and Terwilliger Lodges	Personnel	0
	Nonpersonnel	67,700
	<b>Total</b>	<b>\$67,700</b>
321 Special Events	Personnel	0
	Nonpersonnel	134,000
	<b>Total</b>	<b>\$134,000</b>
405 Landmarks Commission	Personnel	0
	Nonpersonnel	14,250
	<b>Total</b>	<b>\$14,250</b>
406 City Beautiful	Personnel	0
	Nonpersonnel	152,263
	<b>Total</b>	<b>\$152,263</b>
407 Development	Personnel	383,360
	Nonpersonnel	715,200
	<b>Total</b>	<b>\$1,098,560</b>
408 Planning Commission	Personnel	0
	Nonpersonnel	10,400
	<b>Total</b>	<b>\$10,400</b>
409 Historical Building Operations	Personnel	0
	Nonpersonnel	48,900
	<b>Total</b>	<b>\$48,900</b>
701 City Administration	Personnel	622,781
	Nonpersonnel	34,900
	<b>Total</b>	<b>\$657,681</b>
702 Finance Department	Personnel	672,474
	Nonpersonnel	122,000



	<b>Total</b>	<b>\$794,474</b>
<b>703 Legal Administration</b>	Personnel	0
	Nonpersonnel	240,500
	<b>Total</b>	<b>\$240,500</b>
<b>705 City Council</b>	Personnel	17,914
	Nonpersonnel	13,300
	<b>Total</b>	<b>\$31,214</b>
<b>707 Mayor's Court</b>	Personnel	32,372
	Nonpersonnel	76,908
	<b>Total</b>	<b>\$109,280</b>
<b>708 Civil Service Commission</b>	Personnel	0
	Nonpersonnel	5,150
	<b>Total</b>	<b>\$5,150</b>
<b>709 Public Works Administration</b>	Personnel	611,526
	Nonpersonnel	203,700
	<b>Total</b>	<b>\$815,226</b>
<b>712 Community and Information Services</b>	Personnel	492,212
	Nonpersonnel	140,000
	<b>Total</b>	<b>\$632,212</b>
<b>715 General Government</b>	Personnel	10,000
	Nonpersonnel	7,091,800
	<b>Total</b>	<b>\$7,101,800</b>
<b>Total General Fund Transfers/Cash Advances Out</b>		<b>5,002,550</b>
<b>Total General Fund</b>	Personnel	7,138,533
	Nonpersonnel	9,883,205
	<b>Total</b>	<b>17,021,738</b>

**Special Revenue Funds**

<b>219 Community Oriented Policing Solutions</b>	Personnel	187,248
	Nonpersonnel	3,650
	<b>Total</b>	<b>\$190,898</b>
<b>220 Law Enforcement Assistance Fund</b>	Personnel	1,000
	Nonpersonnel	0
	<b>Total</b>	<b>\$1,000</b>
<b>223 Fire Department</b>	Personnel	3,784,885
	Nonpersonnel	438,171
	<b>Total</b>	<b>\$4,223,056</b>
<b>261 Street Maintenance and Repair</b>	Personnel	744,704
	Nonpersonnel	357,425
	<b>Total</b>	<b>\$1,102,129</b>
<b>209 Memorial Fund</b>	Personnel	0
	Nonpersonnel	41,000
	<b>Total</b>	<b>\$41,000</b>
<b>210 Parks &amp; Recreation</b>	Personnel	0
	Nonpersonnel	500

	<b>Total</b>	<b>\$500</b>
<b>215 Law Enforcement</b>	Personnel	0
	Nonpersonnel	86,500
	<b>Total</b>	<b>\$86,500</b>
<b>216 Drug Enforcement</b>	Personnel	0
	Nonpersonnel	400
	<b>Total</b>	<b>\$400</b>
<b>217 DUI Enforcement and Education</b>	Personnel	0
	Nonpersonnel	10,500
	<b>Total</b>	<b>\$10,500</b>
<b>218 Mayor's Court Technology Fund</b>	Personnel	0
	Nonpersonnel	13,903
	<b>Total</b>	<b>\$13,903</b>
<b>221 Coronavirus Relief Fund</b>	Personnel	0
	Nonpersonnel	346,285
	<b>Total</b>	<b>\$346,285</b>
<b>227 Environmental Impact Area I</b>	Personnel	0
	Nonpersonnel	8,000
	<b>Total</b>	<b>\$8,000</b>
<b>228 Environmental Impact Area II</b>	Personnel	0
	Nonpersonnel	20,150
	<b>Total</b>	<b>\$20,150</b>
<b>229 Environmental Impact Area III</b>	Personnel	0
	Nonpersonnel	10,000
	<b>Total</b>	<b>\$10,000</b>
<b>230 Environmental Impact Area IV</b>	Personnel	0
	Nonpersonnel	5,000
	<b>Total</b>	<b>\$5,000</b>
<b>265 State Highway Fund</b>	Personnel	0
	Nonpersonnel	42,000
	<b>Total</b>	<b>\$42,000</b>
<b>266 Permissive MVL Fund</b>	Personnel	0
	Nonpersonnel	77,000
	<b>Total</b>	<b>\$77,000</b>
<b>275 Municipal Pool</b>	Personnel	0
	Nonpersonnel	271,605
	<b>Total</b>	<b>\$271,605</b>
<b>485 Arts and Amenities</b>	Personnel	0
	Nonpersonnel	96,750
	<b>Total</b>	<b>\$96,750</b>
<b>Total Special Revenue Funds</b>	Personnel	4,717,837
	Nonpersonnel	1,828,839
	<b>Total</b>	<b>6,546,676</b>

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**Debt Service Funds**

324 General Bond Retirement	Personnel	0
	Nonpersonnel	505,193
	<b>Total</b>	<b>\$505,193</b>
328 Reserve Bond Retirement	Personnel	0
	Nonpersonnel	3,000
	<b>Total</b>	<b>\$3,000</b>
329 Montgomery Quarter TIF Fund	Personnel	0
	Nonpersonnel	666,293
	<b>Total</b>	<b>\$666,293</b>
331 Vintage Club TIF Fund	Personnel	0
	Nonpersonnel	2,289,883
	<b>Total</b>	<b>\$2,289,883</b>
332 Vintage Club North TIF Fund	Personnel	0
	Nonpersonnel	283,606
	<b>Total</b>	<b>\$283,606</b>
Total Debt Service Funds	Personnel	0
	Nonpersonnel	3,747,975
	<b>Total</b>	<b>3,747,975</b>

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**Capital Projects Funds**

410 Capital Improvements	Personnel	0
	Nonpersonnel	4,568,355
	<b>Total</b>	<b>\$4,568,355</b>
460 Urban Redevelopment Fund	Personnel	0
	Nonpersonnel	165,000
	<b>Total</b>	<b>\$165,000</b>
461 Triangle Equivalent TIF Fund	Personnel	0
	Nonpersonnel	170,222
	<b>Total</b>	<b>\$170,222</b>
463 Vintage Club Capital Construction Fund	Personnel	0
	Nonpersonnel	301,200
	<b>Total</b>	<b>\$301,200</b>
464 Montgomery Quarter Construction Fund	Personnel	0
	Nonpersonnel	1,500,000
	<b>Total</b>	<b>\$1,500,000</b>
480 Downtown Improvements	Personnel	0
	Nonpersonnel	300,550
	<b>Total</b>	<b>\$300,550</b>
Total Capital Projects Funds	Personnel	0
	Nonpersonnel	7,005,327
	<b>Total</b>	<b>7,005,327</b>

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**Fiduciary Funds**

875 Compensated Absence	Personnel	75,000
	Nonpersonnel	0
	<b>Total</b>	<b>\$75,000</b>

546 Trust Reimbursements	Personnel	0
	Nonpersonnel	100,000
	<b>Total</b>	<b>\$100,000</b>
601 State Fees	Personnel	0
	Nonpersonnel	20,000
	<b>Total</b>	<b>\$20,000</b>
840 Cemetery Expendable Trust	Personnel	0
	Nonpersonnel	64,850
	<b>Total</b>	<b>\$64,850</b>
890 Unclaimed Moneys Fund	Personnel	0
	Nonpersonnel	1,000
	<b>Total</b>	<b>\$1,000</b>
<b>Total Fiduciary Funds</b>	Personnel	75,000
	Nonpersonnel	185,850
	<b>Total</b>	<b>260,850</b>
<hr/>		
<b>Total All Funds</b>		
	Personnel	11,931,370
	Nonpersonnel	22,651,196
	<b>Total</b>	<b>34,582,566</b>

ORDINANCE NO. , 2021

**AN ORDINANCE APPROVING A PLANNED DEVELOPMENT OVERLAY  
FOR PROPERTY OWNED BY TWIN LAKES LOCATED ON  
MONTGOMERY ROAD AT SCHOOLHOUSE LANE**

**WHEREAS**, Twin Lakes has applied to the City to approve a General Development Plan and Planned Development Overlay for property owned by Twin Lakes on Montgomery Road at Schoolhouse Lane, being Hamilton County Auditor's parcel number 603-0008-0524, to enable it to construct thirty (30) residential units in a multi-family development of three (3) flat style buildings with a community room and amenity space for residents of the Twin Lakes Senior Living Community, as more specifically detailed on the Concept Plans attached hereto; and

**WHEREAS**, the Planning Commission in a meeting July 19, 2021 did approve the General Development Plan, a copy of which is attached hereto, and recommended approval of the Planned Development Overlay with a List of Conditions and Exhibits, a copy of which is attached hereto; and

**WHEREAS**, after appropriate notice, Council did hold a public hearing on September 1, 2021 to review Planning Commission's recommendation, and Council did accept the recommendation and moved that this matter be placed upon the legislative Agenda for further consideration.

**NOW THEREFORE, BE IT ORDAINED** by the Council of the City of Montgomery, Hamilton County, Ohio, that:

**SECTION 1.** The Planned Development Overlay and the General Development Plan, attached hereto as Exhibit A, as recommended by the Planning

Commission for the property owned by Twin Lakes at the intersection of Montgomery Road and Schoolhouse Lane, being Hamilton County Auditor's parcel number 603-0008-0524, are hereby approved, subject to the Statement of Conditions and Exceptions as outlined in more detail on the attached Exhibit B.

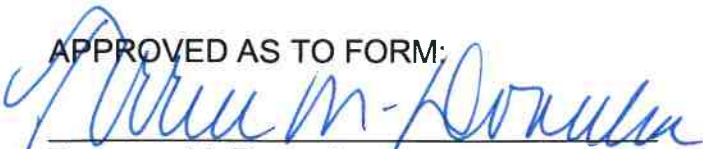
**SECTION 2.** The Community Development Director is hereby directed to make a change in the zoning map for the City of Montgomery to reflect the approval of this Planned Development Overlay and the General Development Plan for the Twin Lakes site.

**SECTION 3.** This Ordinance shall take effect the earliest opportunity as allowable by law.

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Connie M. Gaylor, Clerk of Council

\_\_\_\_\_  
Christopher P. Dobrozsi, Mayor

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Terrence M. Donnellan, Law Director

**EXHIBIT A**



**General Development Plan  
Schoolhouse Lane**

**July 19, 2021**



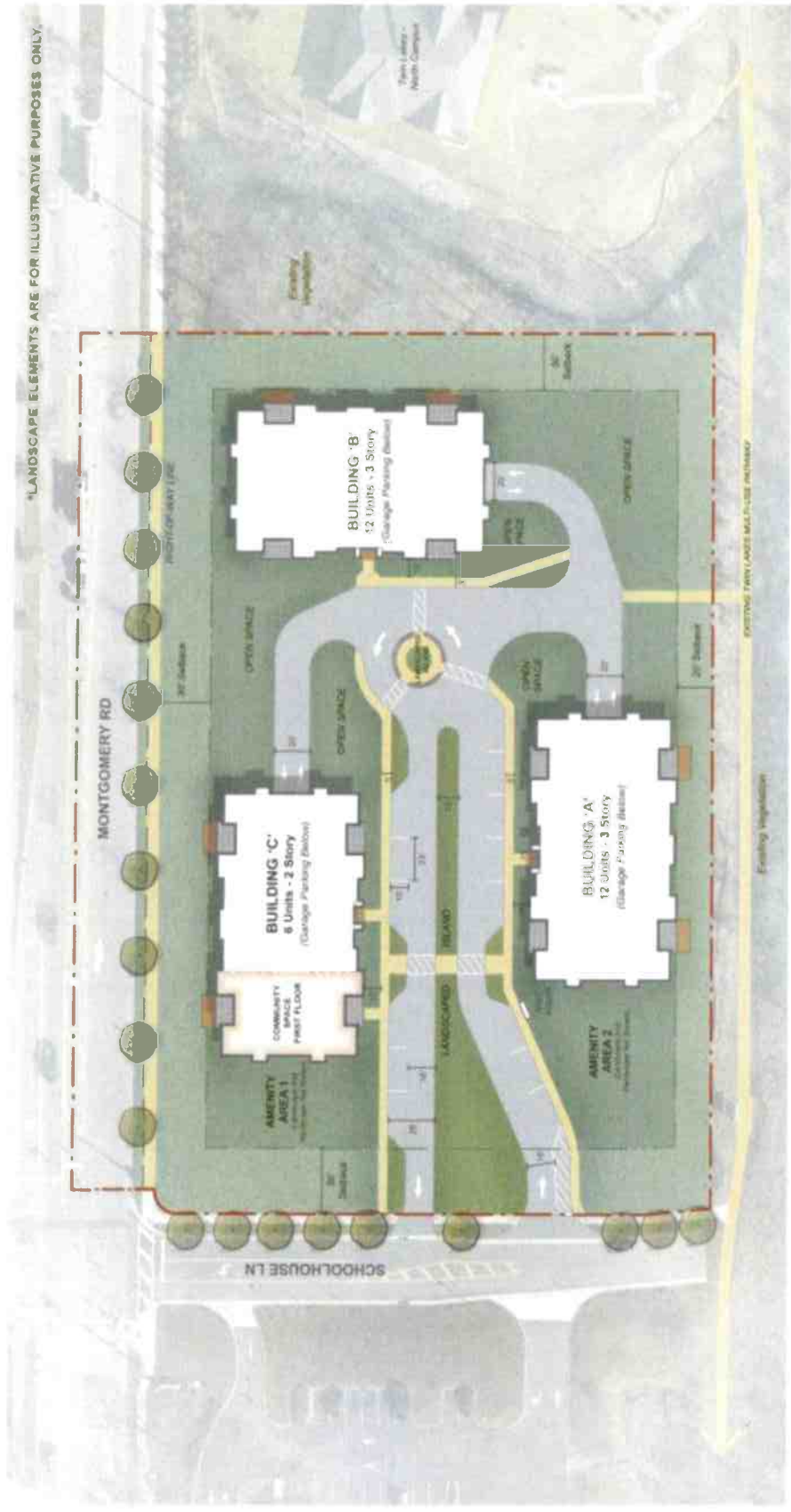
# Introduction



- Twin Lakes (TL) is in agreement with the Staff Report.
- The proposed development is in line with the Comprehensive Community Plan as stated in the Staff Report.
- The PUD application and GDP meets the general standards outlined in the zoning code, section 151.1306(d) which are the standards to be applied by the Planning Commission in review.
- TL desires to expand it's mission with the addition of 30 Flats located in 3 multi-story buildings at our property on Schoolhouse Lane in Montgomery.
- Current proposed plan is the result of over 18 months of work which included negative feedback on a former townhome design, additional market study, focus groups as well as a proof of concept meeting with the Planning Commission.
- TL thinks the application before the Planning Commission is the best and highest use for this parcel based current market demand factors.



# Site Plan



Scale: 1" = 30'



**TWIN LAKES - SCHOOL HOUSE LANE DEVELOPMENT**  
 Planned Development & General Development Plan  
 July 2021

# Site Plan Observations

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- Proposed PUD overlay district allows for the most creativity, flexibility and efficiency in design.
- The proposed development acreage far exceeds the minimum required land area for a PUD of 2 acres.
- Perimeter setbacks meet or exceed underlying zoning requirements on all sides except the eastern property line which is buffered by the TL walking path and sanitary sewer easement. Due to easements an effective set-back of 60 ft. +/- is created which exceeds the minimum underlying zoning requirement.
- The amenity and open spaces are planned to be park like in nature.
- Building C located on Montgomery Road is less intense with only 2 stories. Buildings A and B are 3 stories.

# Mission



- Life Enriching Communities is a not-for-profit organization committed to the belief that everyone deserves the opportunity to live their best life.
- We provide exceptional everyday experiences in Christian community by:
  - Creating associate experiences that support, engage and empower
  - Delivering resident and customer experiences that exceed expectations
  - Setting and surpassing standards for quality and safety
  - Growing consistently in service and value
  - Producing expanded resources to extend our impact
- Benevolent Care – 2020 Total - \$1.6 million. Through May 2021 - \$829 K.

# Key Market Demand & Demographic Statistics



- Twin Lakes currently has over 100 Diamond Club members on a waiting list.
- An additional 145 qualified leads through 6/30 to supplement active lead base of over 2,000 prospects.
- Through June 30<sup>th</sup>, TL experienced over 32,000 clicks to our collection of Twin Lakes web pages.
- Projected Total population growth 75+ population from 2021-2026 is 2,095 (9.4%). Compared to Total All Population of 4,078 (1.3%)<sup>\*\*</sup>.
- 75+ population is growing at over 7 times faster than the overall population and makes up over half of the total population growth.

<sup>\*\*</sup> Source – Claritas Pop-Facts Premier 2021 using Twin Lakes PMA of 16 zip codes.

## **EXHIBIT B**

### **Twin Lakes – 10120 Montgomery Road STATEMENT OF CONDITIONS & EXCEPTIONS ESTABLISHED AS THE STANDARDS IN THE PLANNED DEVELOPMENT DISTRICT**

**July 7, 2021**

#### **General Conditions for the PD**

1. The sidewalks along Montgomery Road shall be 7' in width and the final design shall be approved by the Public Works Director. (Matching the recent Twin Lakes Villa project)
2. Proposed development to utilize the existing curb cut on Schoolhouse Lane for the entry drive, while creating a second curb cut for exiting.
3. There will be a minimum of 0.7 acres of open space as designated on the General Development Plan submitted by Twin Lakes.
4. There will be 30 dwelling units maximum as designated on the General Development Plan submitted by Twin Lakes.
5. Buildings labelled 'A' and 'B' will be three stories tall while Building 'C' will be two stories tall as designated on the General Development Plan submitted by Twin Lakes.
6. In addition to standard Hamilton County storm water management plans, the applicant will adhere to the following:
  - a. Will adhere to Ohio EPA post construction runoff guidelines;
  - b. Develop storm water pollution prevention plans as required by the Ohio EPA;
  - c. Adhere to Section 401 of the Clean Water Act as administered by OEPA.
  - d. Twin Lakes will work with City Engineer to determine the best management practices that will be used to address NPDES Phase II regulations.

#### **Residential D-3 District**

The regulations for the D-3 zoning district will apply, with the following conditions and variations:

1. Buildings shall be set back from the right-of-way of Montgomery Road and Schoolhouse Lane a minimum of 35'.
2. A minimum landscaped buffer yard of 30' shall be maintained along Montgomery Road.
3. A minimum buffer yard of 30' shall be maintained along the north property line.
4. A buffer yard of 20' shall be maintained along the east property line.
5. Porches, covered or uncovered patios and balconies may encroach a maximum of 10' into any required buffer yard.
6. Fences up to a 6.25' in height shall be permitted to separate patio spaces in the front yard along Montgomery Road provided they are perpendicular to Montgomery Road.
7. Bay windows, roof overhangs, chimneys, and architectural features may extend 5' into the buffer yards.

8. Below grade window wells and/or stairwells with or without guardrails can extend into the buffer yards by a maximum of 5'.
9. Impervious surfaces shall not exceed what is generally shown on the general development plan submitted by Twin Lakes, with an overall ratio maintained no greater than 70% impervious surfaces of the developable acreage 3.3439 acres which is 2.34 acre.
10. No dumpsters shall be allowed except as permitted by the Zoning Code in residential districts
11. Any proposed lighting shall be in compliance with the regulations of the underlying zoning district.
12. The following accessory structures and uses shall be permitted in Amenity Areas 1 and 2: benches, trellises, pergolas, patios, hardscape, and landscaping.
13. The following uses shall only be permitted in Amenity Area 2 or General Open Space: pickleball court, shuffleboard, bocce ball or other similar games provided these uses maintain a minimum setback of 35' from Schoolhouse Lane.



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City of Montgomery  
City Council Work Session Minutes  
October 20, 2021

Present

Brian Riblet, City Manager  
Terry Donnellon, Law Director  
Tracy Henao, Asst. City Manager/Acting Comm. Dev. Dir.  
John Crowell, Police Chief  
Gary Heitkamp, Public Works Director  
Katie Smiddy, Finance Director  
Paul Wright, Fire Chief  
Matthew Vanderhorst, Community and Information Services Dir.  
Amy Frederick, Community and Engagement Coordinator  
Connie Gaylor, Clerk of Council

City Council Members Present

Chris Dobrozi, Mayor  
Vice Mayor Margolis  
Lee Ann Bissmeyer  
Mike Cappel  
Ron Messer  
Lynda Roesch  
Ken Suer

Council convened its Work Session for October 20, 2021 at 7:00 p.m. in City Council Chambers with Mayor Dobrozi presiding.

**ROLL CALL**

Mayor Dobrozi asked for a motion to dispense with the roll call as all members were present.

Mr. Cappel made a motion to dispense with the roll call. Mr. Messer seconded. City Council unanimously agreed.

**SPECIAL PRESENTATIONS**

Council Member Roesch presented Forrest Smith with a Certificate of Appreciation as the 2021 Residential Summer Seasons of Beauty Winner.

Council Member Roesch presented Brett Gilmore of Wild Birds Unlimited with a Certificate of Appreciation as the 2021 Business Summer Seasons of Beauty Winner.

City Council thanked both recipients for the beautification efforts of their properties.

**GUESTS & RESIDENTS**

Steve Silverman, 7504 Golf Green Drive- Mr. Silverman stated that at the Planning Commission meeting held on October 18, there was a 4-2 vote in favor of an applicant asking for rezoning on their property to 'OM-Old Montgomery Outer' to allow for the construction of two townhomes. He asked for the applicant's name and address.

Ms. Henao replied it was Jim Sykes and Ann Henry and the address was 7960 Remington Road.

Mr. Silverman asked if the applicant has a connection to the Cincinnati Housing Authority.

Ms. Henao replied they did not. The home owned by the Cincinnati Housing Authority is located across the street from the applicant.

**LEGISLATION FOR CONSIDERATION THIS EVENING**

There was no legislation for consideration at the meeting.

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City Council Work Session Minutes

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55 **ESTABLISHING AN AGENDA FOR NOVEMBER 3, 2021 BUSINESS SESSION**

56

57 **PENDING LEGISLATION**

58

59 **An Ordinance to Make Appropriations for Current Expenses and Other Expenditures of the City of**  
60 **Montgomery, State of Ohio During the Fiscal Year Ending December 31, 2022**

61

62 Mayor Dobrozsi stated that this would be the second reading of the Ordinance.

63

64 Mr. Suer asked if there were any updates.

65

66 Ms. Smiddy replied there were none.

67

68 Steve Silverman, 7504 Golf Green Drive- Mr. Silverman explained that there was a social media post that stated  
69 that the treasury of the City was down to three months in reserves because of the Montgomery Quarter. He asked if  
70 that was true.

71

72 Mr. Riblet replied that was incorrect and that there is a balance of 16 months of reserves.

73

74 **An Ordinance Approving A Planned Development Overlay For Property Owned By Twin Lakes Located On**  
75 **Montgomery Road At Schoolhouse Lane**

76

77 Mayor Dobrozsi stated that this would be the second reading of this Ordinance.

78

79 Vice Mayor Margolis asked if there were any updates.

80

81 Ms. Henao replied there were none.

82

83 Steve Silverman, 7504 Golf Green Drive- Mr. Silverman asked how this development would be different from what  
84 Twin Lakes has previously built.

85

86 Ms. Henao explained that this development includes 32 'flat' style condominium units. She stated that the building  
87 would be 2 stories along Montgomery Road and transition to 3 stories near the back of the property that adjoins to  
88 Indian Hill.

89

90 Mr. Silverman asked if the building would look like the Twin Lakes campus building.

91

92 Ms. Henao replied that the architecture has not been designed at this time, but she anticipated it would look more  
93 like the existing condos rather than the multi-story building on the main campus.

94

95 **ADMINISTRATION REPORT**

96

97 Mr. Riblet reported the following items:

98

99 • The next City Council Business Session is scheduled for Wednesday, November 3 at 7:00 p.m.

100

101 • The Financial Planning, and Planning, Zoning and Landmarks Committees will meet on Monday,  
102 November 1 at 4:30 and 5:00 p.m., respectively. The Law and Safety Committee has cancelled their meeting  
103 for November.

104



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- 105       • The Government Affairs Committee will meet on Monday, November 8 at 4:30 p.m. The Parks and  
106       Recreation and Public Works Committees are not anticipated to have agenda items at this time, but an  
107       update will be provided at the November 3 Business Session.  
108
- 109       • The Planning Commission met on Monday night to discuss rezoning and a concept plan from the property  
110       owner at 7960 Remington Road. After discussion, the Planning Commission voted (4-2) to recommend a  
111       small area study be completed by a third-party consultant to determine the appropriate zoning for the area.  
112       Staff will bring the recommendation forward to the Planning, Zoning and Landmarks Commission of  
113       Council in November for discussion at that time.  
114
- 115       • John R. Jurgensen and their subcontractor Elex began the installation of the new traffic signal at  
116       Montgomery Road and future Roosa Street this week. Next week, JRJ, along with Oglesby, is planning on  
117       installing the paver crosswalk across Montgomery Road at this same location.  
118
- 119       • On the Montgomery Quarter development front, Dugan and Meyer is installing finishes on Block 1 garage  
120       and west stone façade on Block 2 garage. Bray and Atkins and Stang is installing site lighting and the  
121       lighting foundations, conduits, etc. along Cameron Lane and Roosa Street.  
122
- 123       • The second round of screening interviews with 8 firefighter/paramedic candidates were completed this  
124       week. The next step is to complete background checks followed by final interviews.  
125
- 126       • The first round of interviews with Finance Specialist candidates are scheduled for next week (to fill an  
127       upcoming vacancy due to a retirement in early 2022.)  
128
- 129       • Arrangements are being finalized with National Testing Network (NTN) for testing candidates to establish  
130       an eligible list for the patrol officer position classification.  
131
- 132       • The HealthCare Benefits Committee has started the process of requesting and reviewing proposals from  
133       carriers for employee group insurance coverages. Preliminary feedback from the current health insurance  
134       carrier (Humana) indicates there could be a substantial increase in renewal rates.  
135
- 136       • The IAFF bargaining unit members met on October 13 and voted to accept the tentative agreement for a  
137       new collective bargaining agreement. A recommendation and legislation to enter into the new IAFF  
138       collective bargaining agreement will be presented to City Council at an upcoming meeting.  
139
- 140       • As a reminder, Terry Donnellon’s barbecue will be held this Friday, October 22 at Terwilligers Lodge from  
141       11:00 to 1:00.  
142
- 143       • The Lanterns and Landmarks Tour is scheduled for this Saturday, October 23 beginning at 6:00 p.m. and  
144       lasting until 9:00 p.m. The Tour would be offered jointly by the Landmarks Commission, Montgomery  
145       Historic Preservation Association, and the Recreation and Community Development Departments.  
146
- 147       • Another reminder, the National First Responder Day will be recognized on Thursday, October 28 with a  
148       recognition breakfast for the City’s Fire and Police staff. The breakfast will begin at 7:30 a.m. and will be  
149       held in the Mayor’s Court/Training Room at the Safety Center.  
150

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- 151           • Another DORA event is planned for Saturday, October 30 on Remington Road. The tailgating theme  
152 includes the broadcasting of the following football games : University of Cincinnati vs Tulane, Purdue vs.  
153 Nebraska and Ohio State vs. Penn State along with music and food.  
154

155 Mr. Riblet requested an Executive Session to consider confidential information related to the marketing plans  
156 of an applicant for economic development.  
157

### 158 **LAW DIRECTOR REPORT**

159  
160 Mr. Donnellon reported that he participated in an Ohio Municipal League Board Meeting at which it was reported  
161 that there are currently 175 Bills relative to local government proposed and under review. He reported that these  
162 bills will not be voted on until later in 2021 and 2022 and even likely beyond that.  
163

### 164 **CITY COUNCIL REPORTS**

#### 165 **Mr. Cappel**

166 Mr. Cappel reported that electronic recycling was added to the monthly cardboard recycling on Saturday, October  
167 16. He stated that 120 cars attended the event resulting in two large roll-off dumpsters filled with electronics.  
168  
169  
170

#### 171 **Mrs. Bissmeyer**

172  
173 Mrs. Bissmeyer thanked staff for a great job in conducting the Harvest Moon Festival on Saturday, October 9.  
174

#### 175 **Mr. Suer**

176  
177 Mr. Suer echoed Mrs. Bissmeyer in his thanks to staff for their tremendous efforts on the Harvest Moon Festival.  
178

#### 179 **Ms. Roesch**

180  
181 Ms. Roesch stated that the Spring Concert for BAMSOC would be held on October 24 at the Summit City Church  
182 (formerly the Montgomery Assembly of God) at 7:00 p.m. She stated the concert would feature the Jack & Lucille  
183 Wonnell Young Artist Concerto Competition Concert 2020 Winners.  
184

185 Ms. Roesch reported that Beautification and Tree Commission picked the flower selection for next year.  
186

187 Ms. Roesch reported that the Annual Montgomery Chamber of Commerce Dinner will be held on November 11 at  
188 the Montgomery Inn.  
189

#### 190 **Mr. Messer**

191  
192 Mr. Messer reported that the second Live at the Uni will be held on November 1 at Sycamore High School and  
193 would feature Tom Steele.  
194

195 Mr. Messer reported that the Sister Cities Commission decided to discontinue the International Dinner and replace  
196 it with a "Diner en Blanc".  
197

198 Mr. Messer reported that the past Government Affairs Committee meeting the following topics were discussed:  
199

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- 220
- The Service to the Community Grant was proposed with revised guidelines and a new name “Service and Engagement Community Grant” with the intentions of streamlining the application process as opening it up to a broader scope of applicants.
  - 2022 MCLA was discussed with an update of the 25 candidates as well as a proposed schedule. Since it is still unknown if all sessions would be able to be offered with our partners, an update will be provided at the December 1 Business Session along with a recommendation to proceed or postpone the academy in 2022.
  - The Roundabout Landscape/Hardscape RFP was reported on by Mr. Riblet. Mr. Riblet reported that there were 3 submittals which included: MKSK, The Kleininger Group, and Human Nature. He shared that all three were interviewed by a team that consisted of the Mayor, Council Members Roesch and Suer, Bonnie Pendleton of the Arts Commission, Darla Hall of the Beautification and Tree Commission, and staff members Terry Willenbrink, Gary Heitkamp, Tracy Henao and Brian Riblet. He reported that after all interviews were conducted the team selected Human Nature to advance into the detailed design phase which would include drawings and concept up to about 30%. It is anticipated that it would be Fall of 2022 before construction would begin. Staff will follow up with updates as they occur.
  - Law Director Evaluation- The Law Director Evaluation process is beginning, and he will be sending emails out to everyone along with the assessment form with a timeline in order to have everything wrapped up and meet with Mr. Donnellon by the end of the year.

221 **Vice Mayor Margolis**

222

223 Vice Mayor Margolis stated that he also felt the Harvest Moon Festival was a great success and explained that he

224 heard many residents state they were glad it started earlier this year. He reported that the History Club featured the

225 former Swaim Field Golf Course with an overlay that showed how it was laid out prior to the housing development

226 being constructed and allowed residents to view where their homes were in relation to the holes of the golf course.

227

228 **Mayor Dobrozi**

229

230 No report.

231

232 **MINUTES**

233

234 Mr. Cappel moved to approve the minutes from the October 6, 2021 Business Session. Mrs. Bissmeyer seconded.

235 City Council unanimously agreed.

236

237 **OTHER BUSINESS**

238

239 There was no other business.

240

241 **EXECUTIVE SESSION**

242

243 Mayor Dobrozi stated that Mr. Riblet had requested an Executive Session to consider confidential information

244 related to the marketing plans of an applicant for economic development.

245

246 Mr. Cappel made a motion to adjourn into Executive Session to consider confidential information related to the

247 marketing plans of an applicant for economic development. Mrs. Bissmeyer seconded.

248

249

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250 The roll was called and showed the following vote:

251  
252 AYE: Cappel, Bissmeyer, Suer, Dobrozsi, Roesch, Messer, Margolis (7)

253 NAY: (0)

254

255 Council adjourned into Executive Session at 7:53 p.m.

256

257 Council came back into Public Session at 8:30 p.m.

258

259 **ADJOURNMENT**

260

261 Mayor Dobrozsi asked if there was any further business to discuss in Public Session. There being none he asked for  
262 a motion to adjourn.

263

264 Mrs. Bissmeyer moved to adjourn. Vice Mayor Margolis seconded. City Council unanimously agreed.

265

266 City Council adjourned at 8:30 p.m.

267

268

269

270

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Connie Gaylor, Clerk of Council