

ORDINANCE NO. 33, 2017

AN ORDINANCE APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF ST. BERNARD, OHIO AND ST. BERNARD, OHIO FIREFIGHTERS IAFF LOCAL 450, AND DECLARING AN EMERGENCY

WHEREAS, The Village agrees to abide by all terms of the Memorandum of Understanding signed with St. Bernard Firefighters, IAFF Local 450, regarding the Alternative Staffing Plan; and


WHEREAS, the Village is entering into this Memorandum of Understanding as a way to help the Village better manage the budget; now therefore

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

Section 1. The Village Council does hereby ratify the attached Memorandum of Understanding between the Village of St. Bernard and St. Bernard Firefighters IAFF Local 450 which extends the expiration date of the Alternate Staffing Plan.

Section 2. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety. The reason for the emergency is the immediate need to update the Codified Ordinances of St. Bernard. Therefore, this Ordinance shall take effect immediately by and upon its passage, and the approval of two-thirds of the members of said Council. However, this Ordinance shall take effect on the earliest date provided by law if approved by no more than a majority of the members of Council and in that event the emergency provisions herein are set at naught.

Passed this 7th day of December, 2017.

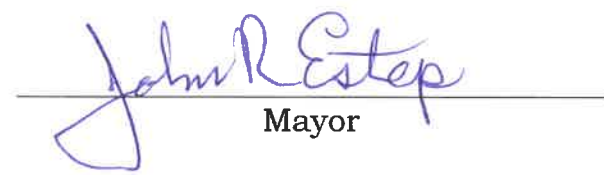


President of Council

ATTEST: M. Sue Kathman

Clerk of Council

Approved this 7th day of December, 2017.



Mayor

I, M. SUE KATHMAN, CLERK OF COUNCIL, VILLAGE OF ST. BERNARD, STATE OF OHIO, DO HEREBY testify that the publication of Ordinance No. 33, 2017, was made by posting true copies of the same in the most public places designated by Council: St. Bernard Square Bus Stop; Vine Street and Washington Avenue; Bertus Street Park; Greenlee Avenue and Johnson Alley; Park on Heger Drive; each for a period of fifteen (15) days or more commencing 12.7, 2017.

ATTEST: M. Sue Kathman DATE 12.7.17

Clerk of Council

Approved as to form Michael W. Peck Date 12.7.17

Director of Law

MEMORANDUM OF UNDERSTANDING
REGARDING
ALTERNATIVE STAFFING PROGRAM
BETWEEN
THE VILLAGE OF ST. BERNARD
AND
IAFF LOCAL 450

I. Purpose

This Memorandum of Understanding (MOU) extends a program to use current employees of the St. Bernard FD to provide staffing in lieu of replacing retiring Firefighters. IAFF Local 450 and the Village agree to extend the Alternative Staffing Program.

II. Authorities

The Village of St. Bernard enters into this MOU in its capacity as the sole entity who may bargain with IAFF Local 450. IAFF Local 450 enters into this MOU as the sole and exclusive bargaining agent for members of IAFF Local 450.

III. Background

In an effort to operate the St. Bernard Fire Department in a more efficient and economical way, the Village was strongly considering not filling a number of vacancies with new full time firefighters, but instead either hiring part-time firefighters or not filling the vacancies at all. In an effort to prevent either one of these scenarios, Local 450 proposed an Alternative Staffing Program (ASP).

IV. Substance of agreement

The Village and Local 450 enter into this MOU to continue to allow current employees of the St. Bernard FD to provide staffing in lieu of hiring new firefighters at this time. The Village and Local 450 agree as follows:

- A. The Fire Chief or his/her designee is the administrator of the Alternate Staffing Program (ASP).
- B. When shift staffing falls below 6 Firefighters due to Kelly Day, Vacation Day, Longevity Vacation Day or Sick Leave (2 shifts or less) the Village agrees to use the ASP to bring the shift to 6 Firefighters for the day. In the event the shift staffing falls below 6 Firefighters due to Long Term Sick Leave or Long Term Injury Leave the Village shall not be required to, but may, at their discretion use the ASP to bring the shift to 6 Firefighter for the day.

- C. If no eligible member agrees to work under the ASP, all decisions on staffing and overtime (OT) for the day shall be at the discretion of the Fire Chief or his/her designee.
- D. To be eligible for ASP a member must not work more than 182 hours in a 24-day work period, including ASP hours worked. Working more than fourteen (14) hours of ASP in a 24 day work period is only possible by using a sleep credit as defined in the Fair Standards Labor Act (FLSA).
- E. The length of this MOU shall be six (6) months at which point it may be extended or modified by agreement of both parties. If after six (6) months either parties wish not to extend the agreement, the MOU shall become void.
- F. Cooperation: The Village and Local 450 shall cooperate with each other to make ASP work, and shall endeavor to resolve any differences by informal means.
- G. Limitations: This MOU and all associated understandings and agreements will be subject to the applicable policies, rules, regulations, and statues under which the Village and Local 450 operate. This MOU does not nullify or negate any existing understandings or agreements among or between the Parties. This MOU does not preclude any Party from entering into additional, separate understandings or agreements with another party.
- H. Severability: Nothing in this MOU is intended to conflict with the current laws, regulations, policies or terms of employment applicable to each party. If a term of this MOU is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in effect.
- I. No Private right of action Created: This MOU does not explicitly or impliedly create, confer, grant or authorize any rights, privileges, benefits, obligations, substantive or procedural, enforceable at law or otherwise, by either party against the other party or by any third party against the Parties; the State of Ohio; or the officers, employees agents, or other associated personnel thereof and is not intended, nor should be construed, as creating any such right, privilege, benefit, or obligation.
- J. Relationship to Other Authorities: Nothing in this MOU is intended to restrict the Parties from taking any action that either Party would otherwise be authorized to take under law.
- K. This MOU shall only apply to units that do not have eight (8) firefighters assigned to the unit. All members of the fire department may be assigned to a unit, including members on long term leave at the discretion of the Fire Chief.

This M.O.U. accepted and entered on the following date, is to be implemented immediately at the expiration of the previous Alternative Staffing Program M.O.U.

St. Bernard Firefighters Local #450

Village of St. Bernard

President

Mayor

Vice President

Safety Director
