

10-CON-05-1279

K26791

1279-05

AGREEMENT
BETWEEN THE
CITY OF MENTOR-ON-THE-LAKE
AND
MENTOR-ON-THE-LAKE
PART-TIME FIREFIGHTERS ASSOCIATION

September 1, 2010

THRU

December 31, 2012

25

<i>ARTICLE 1 PREAMBLE</i>	<i>2</i>
<i>ARTICLE 2 RECOGNITION</i>	<i>2</i>
<i>ARTICLE 3. MANAGEMENT RIGHTS</i>	<i>2</i>
<i>ARTICLE 4. DUES DEDUCTION – FAIR SHARE FEE</i>	<i>4</i>
<i>ARTICLE 5. PROBATIONARY PERIOD</i>	<i>5</i>
<i>ARTICLE 6. DISCIPLINARY ACTION</i>	<i>5</i>
<i>ARTICLE 7. GRIEVANCE PROCEDURE</i>	<i>7</i>
<i>ARTICLE 8. ARBITRATION PROCEDURE</i>	<i>9</i>
<i>ARTICLE 9. UNIFORM AND MAINTENANCE ALLOWANCE</i>	<i>10</i>
<i>ARTICLE 10. RATES OF PAY</i>	<i>11</i>
<i>ARTICLE 11. ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE</i>	<i>13</i>
<i>ARTICLE 12. RETROACTIVE PROVISIONS</i>	<i>14</i>
<i>ARTICLE 13. NON-DISCRIMINATION</i>	<i>14</i>
<i>ARTICLE 14. NO STRIKE – NO LOCKOUT</i>	<i>14</i>
<i>ARTICLE 15. SENIORITY</i>	<i>15</i>
<i>ARTICLE 16. LABOR-MANAGEMENT COMMITTEE</i>	<i>16</i>
<i>ARTICLE 17. PERSONNEL FILES</i>	<i>16</i>
<i>ARTICLE 18. GENDER</i>	<i>17</i>
<i>ARTICLE 19. SAVINGS CLAUSE</i>	<i>17</i>
<i>ARTICLE 20. GENERAL PROVISIONS</i>	<i>17</i>
<i>ARTICLE 21. DRUG & ALCOHOL TESTING</i>	<i>18</i>
<i>ARTICLE 22. DURATION</i>	<i>20</i>
<i>ARTICLE 23. EXECUTION</i>	<i>21</i>

ARTICLE 1 PREAMBLE

Section 1.01

This Agreement is hereby entered into by and between the City of Mentor-on-the-Lake, Ohio, hereinafter referred to as the "Employer" and the Mentor-on-the-Lake Part-time Firefighters Association hereinafter referred to as the "Part-time F.F.'s".

ARTICLE 2 RECOGNITION

Section 2.01

The Employer hereby recognized the "Part-time F.F.'s" as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of the employment for all volunteer firefighters in the Fire Department excluding all supervisors as defined in the Ohio Revised Code, Section 4117.01 (f) (2), seasonal, temporary and probationary employees. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term not longer than the duration of this Agreement.

ARTICLE 3. MANAGEMENT RIGHTS

Section 3.01

The Employer has and will continue to retain, without limitation, all powers, rights, authority, duties and responsibilities heretofore conferred upon and vested in it by the Laws and Constitutions of the State of Ohio and the United States of America and the Charter and Codified Ordinances of the City of Mentor-on-the-Lake, Ohio.

The Employer shall have the sole right, responsibility and prerogative of management of affairs of the Employer and direction of the working forces, including, but not limited to, the following:

- a) To manage its affairs efficiently and economically, including the determination of the organization, quantity and quality of the services to be rendered, the control of materials, tools, and equipment to be used and discontinuous of any services, materials or methods of operations.**
- b) To introduce new equipment, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased.**
- c) To determine the cars, maintenance and operation of equipment used for and on behalf of the purposes of the Employer.**
- d) To construct new facilities and to improve existing facilities including the determination of number, location and type of facilities and installations.**

- e) **To determine the size of the work force and the number of employees assigned to any particular job assignment or operation.**
- f) **To hire, assign and lay off, employees; to direct the work force and establish work schedules including; lunch periods, rest periods and cleanup times.**
- g) **To establish, combine or discontinue job classifications and ensure that related work as required is performed.**
- h) **To establish or continue policies, practices and procedures for conduct of operations and from time to time, to change or abolish such policies, practices and procedures.**
- i) **To discipline and discharge employees for cause and to adopt, revise and enforce rules and regulations for the performance of work in accordance with the requirements of the Employer.**
- j) **To transfer, promote and demote employees from one classification or shift to another within the department.**
- k) **To determine standards for selection of employment, to select employees for promotions or transfer to supervisory or other positions and to determine the qualifications and company of employees to perform available work.**
- l) **To require employees to maintain an acceptable physical fitness condition consistent with the duties and responsibilities of the position occupied.**
- m) **To fulfill all of the Employer's responsibilities.**

Section 3.02

The rights of the Part-time F.F.'s are specifically listed in this Agreement and all subject not specifically listed herein are retained by the Employer with the understanding that the Part-time F.F.'s and the employees waive the right to grieve or arbitrate concerning the contemplation, approval application, implementation or adoption of any management right listed above or not.

Section 3.03

In the event a dispute or controversy arises over a substantial change (s) in the department's present rules and/or procedures, which the Part-time F.F.'s deems necessary to have adjusted with the Administration, such dispute or controversy may only be processed through the Grievance Procedure and not to the Arbitration Procedure.

ARTICLE 4. DUES DEDUCTION – FAIR SHARE FEE

Section 4.01

The Employer shall deduct from the wages of all employees who are included in the bargaining unit, either membership dues or a fair share fee uniformly required by the Part-time F.F.'s

The Part-time F.F.'s shall notify the Employer of the membership dues and/or fair share fee to be deducted for its members and employees of the Bargaining Unit.

In the event of a change in such deductions, the Part-time F.F.'s shall notify the Employer thirty (30) days prior to the effective date of the change.

Section 4.02

Effective sixty (60) days after the effective date of this Agreement, or their date of hire, whichever is later, Bargaining Unit employees shall either become dues paying members of the Part-time F.F.'s or pay a fair share fee uniformly required.

Section 4.03

The Employer shall make such deductions from each biweekly or monthly pay where sufficient funds allow. The Employer shall not be responsible for collections, computations or designation of dues or fair share fees required that remain uncollected due to insufficient payroll earnings.

Section 4.04

Deductions under this Article, along with an employee roster of all employees whose dues or fair share fees have been deducted, shall be transmitted to the Treasurer of the Part-time F.F.'s within thirty (30) days following the end of each calendar month. The Part-time F.F.'s shall assume full responsibility for the disposition of all funds deducted.

Section 4.05

Membership dues and fair share fee deductions shall terminate if an employee for any reason, is laid off, transfers to a position outside the Bargaining Unit or termination of this Agreement.

Section 4.06

The Part-time F.F.'s upon written notice to the Employer may assume the collection of all membership dues and fair share fee deductions for the Bargaining Unit members.

Section 4.07

The employees and the Part-time F.F.'s agree to indemnify and hold the Employer harmless against any and all claims, demands, suits, orders, or other forms of liability that may arise out of, or by reason of, any action taken by the Employer or any Department of the Employer for the purpose of complying with the provisions of this Article, including fair share fees, or membership deductions.

ARTICLE 5. PROBATIONARY PERIOD

Section 5.01

All newly hired volunteer firefighters will be required to serve a one year probationary period as provided by the requirements of the City of Mentor-on-the-Lake Fire Department. During said period, the Employer shall have the sole discretion to discipline and/or discharge such employees.

Section 5.02

If an employee is discharged or quits while on probation and is later rehired, he/she shall be considered a new employee and shall be subject to the provisions of Section 5.01, above.

ARTICLE 6. DISCIPLINARY ACTION

Section 6.01

A non-probationary employee who is suspended, reduced or discharged, shall be given a written notice of such suspension, reduction or discharge, with one (1) copy being given to the Part-time F.F.'s, stating the reason for the suspension, reduction or discharge within forty-eight (48) hours (Saturdays, Sundays, and holidays excepted) from the date of the action. Any non-probationary employee shall be informed of and granted the right, if requested, to have a representative present when notified of his suspension, reduction or dismissal.

Section 6.02

Any non-probationary employee, who is suspended, reduced or discharged, shall be able to appeal such disciplinary action through only the Grievance and Arbitration procedures herein contained. All such appeals must be filed within five (5) days from the date the employee receives written notice of such action at step 3 of the grievance procedure.

Section 6.02.1

In such cases where the Employer proposes disciplinary action of suspension, reduction or discharge, an employee shall be offered a pre-disciplinary hearing before a detached hearing officer assigned by the Safety Director.

Section 6.02.2

In such cases, the employee shall receive advance notice of the charges, proposed action, date, place and time of the pre-disciplinary hearing. The notice shall also advise that the employee will be permitted to present evidence in his/her own behalf in the form of documentation and/or witnesses and the right to have representation of their choice. Failure to appear at the pre-disciplinary hearing will result in a waiver of the employee's right to a hearing.

Section 6.03

A failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the affected employee and Association. All subsequent appeal rights shall be deemed waived.

Section 6.04

Disciplinary action or measures may include, subject to the rules and regulations of the City of Mentor-on-the-Lake with the tenants of progressive and corrective discipline, where appropriate, any of the following:

- A. Oral Reprimand
- B. Written Reprimand
- C. Suspension
- D. Reduction in Rank or Compensation
- E. Discharge

Section 6.05

Disciplinary action may be imposed upon an employee for just cause. If the City has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 6.06

Written reprimands, reductions, or suspensions of three (3) days or less may be processed as a grievance through the regular grievance procedure to step four (4), the Mayor's level, which shall constitute final resolve to the issue and shall not be appealable through the arbitration process.

Suspensions of more than three (3) days or discharge may be appealed to the Civil Service Commission of the City of Mentor-on-the-Lake, in accordance with their rules and regulations, and applicable law and may be appealable through the arbitration process.

The employee may place a letter of rebuttal in his/her personnel file for any cautionary warning, written reprimand, or suspension.

Section 6.07

Records of prior disciplinary actions shall cease to have effect in the progressive disciplinary steps as follows:

- A. Any cautionary warning or written reprimand shall cease to have effect after one (1) year from the effective date of the reprimand, providing there is no intervening disciplinary action during the one (1) year.**
- B. Any suspension of three (3) days or less shall cease to have effect after three (3) years from the effective date of the suspension, providing there is no intervening disciplinary action during the three (3) year period.**
- C. Any suspension greater than three days shall cease to have effect after five (5) years from the effective date of the suspension, providing there is not intervening disciplinary action during the five (5) year period.**

ARTICLE 7. GRIEVANCE PROCEDURE

Section 7.01

A grievance is a claim that there has been a misinterpretation, misapplication or violation of this Agreement, excluding; however, those matters which are within the jurisdiction of the Regulations and General Operational Procedure of the Fire Department.

Section 7.02

- a) Grievances can be initiated only by an individual, aggrieved employee.**
- b) The employee shall have the right to be represented by a person of his/her choosing at all stages of the Grievance Procedure.**
- c) The party asserting a grievance, his/her representative, if any necessary witness called to testify, shall be excused from duty to the extent necessary to permit them to participate in the grievance meetings without lose of pay. However, to the extent practicable, meetings will be scheduled so not to conflict with scheduled working hours of the employees involved.**
- d) All references to the number of days shall be understood as calendar days.**
- e) If the employee or his/her representative fails to observe the time limits established herein, the grievance shall be deemed to have been settled in accordance with the immediately prior decision of the City, and such settlement shall be final and binding.**

- f) **If the City fails to meet any of the time limits as set out in this Agreement, the grievance shall automatically progress to the next step unless mutually agreed to extend.**
- g) **Time limits may be waived upon consent of both parties. Likewise, any step in this procedure may be eliminated by mutual consent.**
- h) **In any meetings or hearings, the grievor has the right to have his/her grievance representative in attendance.**
- i) **This grievance procedure shall be the sole and exclusive procedure for resolving grievances within its scope.**
- j) **A formal grievance must be filed at Step 2 within fifteen (15) days of the date on which the event and circumstances giving rise to the grievance occurred. Otherwise, the right to contest the matter is waived.**

Section 7.03

Resolution of a grievance shall progress in the following order:

Step 1: The employee who has a grievance must present it verbally to his/her supervisor. The employee must state to the supervisor that this is a formal verbal grievance. Then the supervisor shall have five (5) days to submit a written answer to the grievor and the Part-time F.F.'s representative.

Step 2: If the grievance is not settled at the Step 1 level, within the specified time limits, it will automatically move to the Step 2 process. This will be in writing to the Senior Battalion Chief of the Fire Department. He/she will have ten (10) days to try and resolve the grievance from time of receipt.

Step 3: If the grievance has not been settled at the Step 2 level, within the specified time limits, it will go to the Fire Chief. He/she will answer the grievance within five (5) days of receipt of said grievance.

Step 4: If no resolution to the grievance has been made by Step 3, the grievance shall go to the Mayor/Director of Public Safety for resolution. He/she shall resolve this grievance within ten (10) days.

Section 7.04

In those situations where following the normal grievance procedure would render the grievance mute because various steps would exceed the time available to resolve the claim; such as, for example, the denial on April 5th of a request for a vacation leave on April 7th, the grievance shall be taken immediately to the Mayor/Director of Public Safety or his/her designate, who shall render a timely oral decision which shall be final and later reduced to writing. No procedural requirement shall apply to these special situations.

ARTICLE 8. ARBITRATION PROCEDURE

Section 8.01

In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the City, then within ten (10) days after the rendering of the decision at Step 4 or a timely default by the City at Step 4, the aggrieved party and the Part-time F.F.'s may submit the grievance to arbitration.

The Employer and the chosen representative shall agree to request a list of five (5) impartial arbitrators from FMCS within ten (10) working days of submission of the request for arbitration. The parties shall meet to select an arbitrator within ten (10) working days of submission of the request for arbitration. The parties shall meet to select an arbitrator within ten (10) working days of receipt of the list.

For the first arbitration between the Employer and the Part-time F.F.'s during the term of this Agreement, the Part-time F.F.'s shall be the first to strike a name from the list, then the other party shall strike a name, and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS.

Section 8.02

The arbitrator shall have no power or authority to add to, subtract from or in any manner, alter the specific terms of this Agreement or make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms of this Agreement.

Section 8.03

The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days, except with the mutual written agreement of both parties.

Section 8.04

The hearing (s) shall be conducted pursuant to the Rules of the Federal Mediation and Conciliation Services.

Section 8.05

The fees and expenses of the arbitrator and the cost of the hearing room if any will be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 8.06

The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date record is closed. The decision of the arbitrator shall only be binding upon the parties.

ARTICLE 9. UNIFORM AND MAINTENANCE ALLOWANCE

Section 9.01 **Annual Rate**

A uniform and maintenance allowance shall be paid to each Bargaining Unit employee based upon the schedule below. Each employee shall receive the allowance in a lump sum at the second pay period in the month of January of each calendar year commencing with January 1, 2011.

After Completion of Probationary Period	\$490.00 per year
Each Year Thereafter	\$325.00 per year

A re-opener of this section shall be permitted if any additional uniform requirements are required by the Fire Chief.

Section 9.02 **Dress Code**

Employees of the Bargaining Unit shall purchase the required uniform to comply with the departmental dress code. The Fire Chief may withhold the payment in Section 9.01 if the *Bargaining Unit member fails to comply with departmental dress code.*

Section 9.03 **Damaged Uniforms**

In the event that an employee's uniform (uniform to include civilian clothes while on duty) becomes damaged beyond repair and/or cleaning while on duty, the employer agrees to replace such item of clothing upon receipt of the damaged item from the employee. This replacement cost will be separate from the uniform and maintenance allowance set out in Section 9.01. The Fire Chief shall have final approval of any and all items to be replaced.

Section 9.04 **Compliance**

In the event that State or Federal law requires station duty wear to be made of fire retardant material, the City agrees to permit the employees to renegotiate this item.

ARTICLE 10. RATES OF PAY

Section 10.01: Driver/Equipment Training

The Fire Chief shall set the hourly schedule for all Driver/Equipment Training sessions. Bargaining Unit members who fail to attend the minimum required Driver/Equipment Training sessions may be subject to disciplinary action as set out in Article 6.

Section 10.02 Wage Rates

The following wage rates shall apply for scheduled shifts, for answering fire or other emergency alarms or other related emergency duties as determined by the Fire Chief:

	<u>9/1/09</u>	<u>1/1/11</u>	<u>1/1/12</u>
Battalion Chief	14.44	14.73	Re-Opener
Lieutenant	13.11	13.37	
Firefighter 1	12.14	12.38	
Probationary	8.68	8.85	

Section 10.02.1 Paramedic rate

Paramedics (except Probationary) responding to calls or duties as defined by section 10.02-shall be paid an additional \$.70 per hour effective 1/1/2011. Probationary Paramedics shall be paid \$.50 per hour.

Section 10.02.2 Certifications – New Employees

The initial certification for new employees, specifically the Basic EMT and T & I Firemanship and paramedic training courses shall be paid at incentive point rates per section 10.07. Personnel shall be paid their regular wages, per the contract, for all other functions. Instructional fees for training courses required by the Chief will be paid for by the City.

Section 10.02.3 FIU and Hazmat Team Members

Hourly rate (Sec. 10.02) of pay shall apply for all training, meetings and required attendance/calls for FIU and Hazmat Team members.

Section 10.03 Hour Increments

Each additional hour worked after the first hour shall be paid for in increments to the nearest one-tenth of an hour times the applicable hourly rate.

Section 10.04 Minimum Callback

Any eligible department personnel who respond to an emergency call shall receive a minimum of two (2) hour of pay, as indicated in section 10.02.

Section 10.05 **Pay Period**

Pay period for members of the bargaining unit shall be based on a 28 day cycle. During said cycle, no member shall work more than 212 hours of station duty / emergency response without the express permission of the chief. It is the responsibility of each member to monitor the number of hours of this type of duty. Payment to the bargaining unit members shall be made on the city pay period following the end of each cycle. The Administrative Director may change the frequency of pay dates from monthly to biweekly upon consultation with the Fire Chief.

Section 10.06 **Tuition Reimbursement**

The city may reimburse, upon approval of the fire chief, up to one-half of the tuition and book expenses of any bargaining unit member enrolling in a college or approved training institution course; providing that such course is fire/rescue related and is completed with a grade average of at least a "C". The city shall not pay more than a combined total of \$4,000 per year for all training during the duration of the contract.

Section 10.06.1 **Service to Department Commitment**

In consideration of training funds expended under Section 10.06, bargaining unit members agree to sign a service contract with the city. Members agree to serve on the department one year for each \$500, or part thereof, expended on their behalf at completion of training. Should a bargaining unit member leave the department for any reason prior to completion of said contract, the city shall use whatever means necessary to recover expended funds.

Section 10.07 **Training Incentive Points**

- (a) An incentive point system shall exist for the purpose of reimbursing for training that is job related, but not required by the department.
- (b) Each incentive point shall be reimbursed at the rate of \$1.50 per hour.
- (c) Each member of the city's part-time fire department shall be eligible to earn incentive points.
- (d) Payment to bargaining unit members shall be on the first pay day after receipt of proper documentation, duly certified by the Fire Chief.
- (e) The determination of eligibility of incentive points for pay shall rest with the fire chief, whose decision shall be final.
- (f) Credit points may be earned as follows:

One day seminars, clinics, schools, workshops, etc. relating to approved fire technology subject material; two or more day regional fire, rescue, arson, fire prevention school, clinic,

seminar, or symposium attended and certified. This provision includes courses attended at accredited colleges, provided the subject matter is approved in advance by the chief of the department as being related to an EMS or fire degree.

Required hours training for State mandated classes and only for required hours per course attended.

Advanced rescue work or paramedic training programs and only for the required hours per course attended.

Section 10.08 **Holiday Pay**

Holiday pay will be paid on Easter, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas at time and one-half for hours worked as defined in Section 10.02.

Section 10.11 **Court Time**

If an employee must, as a result of his duties as an MOLFD firefighter or officer, appear in court during off duty hours, he shall receive compensation at this regular base rate for all hours worked, with a minimum of three (3) hours pay as defined in Section 10.02. The City will reimburse for parking, mileage, to/from the fire station and the employee shall follow the current city travel policy for meal reimbursement.

Section 10.12 **Acting Officer**

An employee who is ordered to work as an acting officer, either as Battalion Chief or Lieutenant, must work in the higher classification for more than thirty (30) days to receive the higher rate of pay. Upon attaining the thirty (30) day minimum, the employee shall receive compensation at the rate for all such time worked in that higher classification.

Section 10.13 **Schedule**

Shift schedules shall be available for personnel 28 days prior to the end of the current schedule. Changes to proposed schedule must be arranged with scheduling personnel at least 7 days prior to beginning of schedule.

ARTICLE 11. ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

Section 11.01

The employer shall provide at no cost to the Part-time F.F.'s members, a Ten Thousand Dollar (\$10,000) accidental death and dismemberment insurance policy for all Part-time F.F.'s members while on pay status as defined in Section 10.02.

ARTICLE 12. RETROACTIVE PROVISIONS

Section 12.01

Any person not in the employ of the Employer as of the date of execution of this Agreement shall not be entitled to receive any retroactive benefits which would otherwise be payable to those persons who are in the employ of the City on such date.

ARTICLE 13. NON-DISCRIMINATION

Section 13.01 **Discrimination Prohibited**

Neither the City nor the Part-time F.F.'s shall discriminate against any employee covered by the Agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, age or sex.

Section 13.02 **Part-time F.F.'s Membership or Activity**

Neither the City nor the Part-time F.F.'s shall interfere with the right of employees covered by this Agreement to become or not become a member of the Part-time F.F.'s, and there shall be no discrimination against any such employee because of lawful Part-time F.F.'s membership or non-membership activity or status.

Section 13.03 **Part-time F.F.'s Fair Representation**

The Part-time F.F.'s recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the Bargaining Unit.

ARTICLE 14. NO STRIKE – NO LOCKOUT

Section 14.01

During the term of this Agreement, neither the Part-time F.F.'s nor its agents or any employee, for any reason, will authorize, institute, aid condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the Employer. During the term of this Agreement, neither the Employer nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by the Agreement.

Section 14.02

The Part-time F.F.'s agree to notify all Local Officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to

remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating this Article to return to work.

Section 14.03

The Employer may discipline any employee who violates this Article, as set out in Disciplinary Action Article 6 of this Agreement.

Section 14.04

Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE 15. SENIORITY

Section 15.01 **Seniority**

Seniority shall be an employee's uninterrupted length of continuous service with the City of Mentor-on-the-Lake Fire Department from the last date of hire as a part time firefighter. An employee shall have no seniority for the probationary period provided in Article 5, but, upon completion of the probationary period, seniority shall be retroactive to the date of hire.

Section 15.02

Whenever more than one person is appointed to the department on the same day, the seniority of each individual as it relates to others appointed the same day, shall be determined by their relative position on the examination with the greatest seniority being granted to the individual standing highest on the list among those appointed and will continue in that order.

Section 15.03

Seniority shall be terminated when an employee:

- A. Quits or resigns, unless rehired within three (3) months;
- B. Is discharged for just cause;
- C. Is laid off for a period of more than twenty-four (24) consecutive months; unless waived by the Employer.
- D. Fails to report for work when recalled from layoff within five (5) calendar days from date of receipt of recall notice sent by Certified Mail (to the employee's last known address as shown on the City's records);

- E. Retires;
- F. Fails to report for work within forty-eight (48) hours of expiration of an approved leave of absence, unless otherwise mutually agreed to extend, secured in writing.

Section 15.04

Time granted for an approved unpaid leave shall not be considered an interruption of continuous service.

Section 15.05 Vacation Credit

If a Part-Time Firefighter becomes employed in a full time status with the City of Mentor-on-the-Lake, his/her years of service as a Part-Time Firefighter shall be credited on a 2 for 1 basis for purposes of vacation credit as a full-time employee.

ARTICLE 16. LABOR-MANAGEMENT COMMITTEE

Section 16.01

A Labor-Management Committee shall be established to discuss matters of mutual concern within the department.

The Committee shall consist of three (3) representatives of the Part-time F.F.'s and two (2) members of the Employer and shall meet not less than two (2) times a year upon written notice of either the Employer or the Part-time F.F.'s or as jointly determined.

ARTICLE 17. PERSONNEL FILES

Section 17.01

An employee shall have the right, upon request, to review any and all of his/her personnel files, except confidential pre-employment investigations, references, and similar material. He/she may have a representative of the Part-time F.F.'s present whenever reviewing the file, along with the Employer representative. A request for copies of items included in the file shall be honored.

Section 17.02

Should an employee, upon review of their file, come across material of a negative or derogatory nature, the employee may provide a written and signed comment in rebuttal, mitigation, or explanation of said material, which comment shall remain in the employee's file so long as the negative material remains. An employee may request removal of specific items in his/her file,

which request would be subject to review and the Employer's approval on a case by case basis. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition and be confidential from the public at large.

ARTICLE 18. GENDER

Section 18.01

When the context so requires, the masculine gender shall include the feminine, the feminine shall include the masculine, and the singular the plural, and the plural the singular.

ARTICLE 19. SAVINGS CLAUSE

Section 19.01

If any provision of this Agreement is subsequently declared by competent legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable laws, statutes, and regulations of the United States of America, the State of Ohio, and other competent, legal authorities and jurisdictions, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 20. GENERAL PROVISIONS

Section 20.01 **Article Headings**

It is understood and agreed that the use of headings before articles or sections, is for convenience only and that no heading shall be used in the interpretation of said article or section, nor affect any interpretation of any article or section.

Section 20.02 **Agreement Copies**

The City will provide the final draft of the Agreement for the Part-time F.F.'s with the signatures of the concerned parties. The City is to provide a copy of the final Agreement to each eligible Part-time F.F.'s employee.

Section 20.03 **Mileage Expense**

The mileage expense for personal allowance for authorized travel on official business is hereby established at IRS's annually established rate.

Section 20.04 Prophylactic Treatment

Due to the hazard of blood borne pathogens and infectious disease exposure to firefighters and EMS personnel who respond to emergency medical and hazardous materials incidents and as a result of the State of Ohio Workers Compensation Plan not allowing a Worker's Compensation claim for exposure only, the City agrees to pay for diagnostic testing to determine if an infectious disease has been contracted. Further, the City agrees to pay a maximum of \$1,500 per employee for those employees who wish to participate in medication treatment for HIV prophylaxis after exposure as provided be medical center. Treatments for HIV exposure shall conform to the current Center for Disease Control (CDC) standards. If an infectious disease has in fact been contracted due to a work related incident exposure, the claim will then be submitted to the Ohio Bureau of Workers Compensation for determination of allowance and subsequent benefits.

Section 20.05 Worker's Compensation Injury

If an injury should occur that would result in a Worker's Compensation claim, the City shall pay a weekly wage based on the average of the preceding ninety days of part time work for did employee until Worker's Comp. starts paying the employee. If the employee was unscheduled for the ninety days prior to the claim the City is to use the ninety days worked from the last schedule. Once Worker's Comp. checks are being received, the employee will sign over the Worker's Comp. to the City for said period of injury time for the amount paid out by the City.

Section 20.06 Lasik Eye Surgery

If an employee chooses to have Lasik Eye Surgery, the City will reimburse the employee a maximum of \$100 for both eyes upon completion of the procedure and submittal of paid invoice.

ARTICLE 21. DRUG AND ALCOHOL TESTING

Section 21.01 Drug and alcohol screening/testing may be conducted upon reasonable suspicion. Reasonable suspicion shall arise when observation of the Employee while on duty imparts an impression that the Employee is in an impaired state. Such observation must be reported to the Officer in Charge and to the Fire Chief, and if not available, then to the Administrative Director or Mayor prior to ordering the Employee to undergo screening.

Results of drug or alcohol screening or testing will not be released to a third party except as may be required for administrative proceedings or as required under Ohio Public Records requirements by applicable law. The following procedures shall not preclude the Fire Chief from Administrative action upon test results.

Section 21.02 All drug screening tests shall be based upon a urine sample and conducted by medical laboratories licensed by the State of Ohio. The procedure utilized by the test lab shall include a chain of custody procedure and mass spectroscopy confirmation of any positive initial screening. All alcohol screening tests shall be conducted using an evidential breath testing device.

Section 21.03 Drug screening tests shall be given to Employees to detect the illegal use of controlled substances as defined in the Ohio Revised Code. Alcohol tests will be given to determine if an employee is under the influence while on the job. If the drug screening is positive, the Employee shall be ordered to undergo a confirmatory test using the gas chromatography-mass spectrophotometry method which shall be administered by a medical laboratory licensed by the State of Ohio. The Employee may have a second confirmatory test done from a part of the original sample at a medical laboratory licensed by the State of Ohio of his/her choosing, at his/her expense.

If at any point the results of the drug testing procedures conducted by the City specified in this Article are negative, all further testing and administrative actions related to drug testing shall be discontinued. Negative test results shall not be used against and Employee in any future disciplinary action or in any employment consideration decision.

Upon the findings of positive test results for an illegal controlled substance by the chemical tests, or alcohol impairment, the Fire Chief shall conduct an internal investigation to determine the facts surrounding the positive test. Alcohol impairment shall be defined by Ohio Revised Code Standards when testing in accordance with Section 2 of this Article.

Upon the conclusion of such investigation, the Fire Chief shall issue a written reprimand for a first offense. In any subsequent offense, the Fire Chief shall have the right to take disciplinary action up to and including discharge pursuant to Article 5.

If not terminated upon the findings of any second offense, the Fire Chief may also require the Employee to participate in a rehabilitation or detoxification program, as approved by the Fire Chief. An Employee who participates in a rehabilitation or detoxification program shall be required to use sick leave, vacation leave, personal days, holiday time or compensatory time for period of the detoxification program. If no such paid time leave credits are available, such Employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program and may be eligible for FMLA leave.

Upon written confirmation of successful completion of such program and a negative test, the Employee shall be returned to his/her position.

Any Employee in the above-mentioned rehabilitation or detoxification program will not lose any seniority or benefits should it be necessary that he/she be required to take a medical leave of absence without pay for a period not to exceed ninety (90) days. Employee may be subject to periodic retesting at the discretion of the Fire Chief upon his/her return to his/her position if there is reasonable suspicion, as defined in Section 1 of this Article, that the Employee is in violation of this Article.

Section 21.04 If the Employee refuses to undergo rehabilitation or detoxification, or if he/she fails to complete a program of rehabilitation, or if they test positive at any time within two (2) years after his/her return to work upon completion of the program of rehabilitation, such Employee shall be subject to disciplinary action up to termination pursuant to Article 5.

Except as otherwise provided herein, costs of the initial drug screening an alcohol test and confirmatory tests shall be borne by the City.

Section 21.05 No drug or alcohol testing shall be conducted without the authorization of the Fire Chief, or in the Fire Chief's absence, the normal chain of command. If the Fire Chief orders, or in the Fire Chief's absence, the normal chain of command orders, the Employee shall submit to a toxicology test in accordance with the procedure set forth above. Refusal to submit to toxicology testing after being ordered to do so may result in disciplinary action up to and including discharge. Records of drug and alcohol testing shall be kept in the official personnel file and shall be kept confidential except as provided by Ohio Public Records Laws, however, test results and records may be used in future disciplinary actions as set forth in this Article.

Section 21.06 The Employee shall be given a copy of the laboratory reports before any discipline is imposed.

Section 21.07 Prohibition against controlled substances: The unlawful manufacture, distribution, sale, possession, or use of a controlled substance is strictly prohibited at the workplace. An Employee who violates this section is subject to the discipline up to termination from employment and/or referred to an appropriate law enforcement authority.

Section 21.08 Employees that purposely make false accusations pursuant to this Section shall be subject to discipline including, but not limited to, discharge.

Records of disciplinary action or rehabilitation resulting from positive test results may be used in subsequent disciplinary actions for a period of two (2) years.

ARTICLE 22. DURATION

Section 22.01 Duration

This Agreement shall become effective at 00:00 hours September 1, 2010 and shall continue in full force and effect, along with any amendments made and annexed hereto until 24:00 hours, December 31, 2012.

Due to the nature of the manning program that the city is attempting to implement during the time frame of this agreement, the city unilaterally reserves the right to cancel said program and return the contract to its original form. Should it become necessary to exercise this option, the city agrees to reopen the contract at that time and renegotiate with the Part-time F.F.'s.

Section 22.02 **Notice to Negotiate**

Written notice shall be given at least one hundred and twenty (120) days, but, not more than one hundred and fifty (150) days prior to expiration of this Agreement, be either party requesting a change to this Agreement. If written notice is given in a timely fashion, negotiations shall commence not later than thirty (30) days from the receipt of such notice. If written notice is not given, this Agreement shall continue in full force and effect from year to year until such notice is

given at least one hundred twenty (120), but, not more than one hundred fifty (150) days prior to August 1, 2012.

ARTICLE 23. EXECUTION

Section 23.01

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on this 14th day of DECEMBER, 2010.

FOR THE PART-TIME F.F.'S:

**Mentor-on-the-Lake Part-time
Firefighters Association**

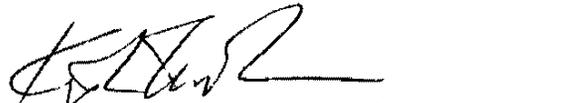


FOR THE CITY:

City of Mentor-on-the-Lake



**JOHN M. ROGERS
MAYOR AND SAFETY DIRECTOR**



**KIP L. MOLENAAR
ADMINISTRATIVE DIRECTOR**

ORDINANCE NO. 2010-0-20

AN ORDINANCE RATIFYING THE COLLECTIVE BARGAINING AGREEMENT
WITH THE PART TIME FIREFIGHTERS AND AUTHORIZING THE
MAYOR AND ADMINISTRATIVE DIRECTOR TO EXECUTE A
WRITTEN CONTRACT WITH THE MENTOR-ON-THE-LAKE
PART-TIME FIREFIGHTERS ASSOCIATION, ⁴² 10 P D 42
AND DECLARING AN EMERGENCY

WHEREAS, the City and the Mentor-on-the-Lake Part-time Firefighters Association, acting on behalf of the part-time firefighters of the City of Mentor-on-the-Lake, have engaged in collective bargaining negotiations and procedures pursuant to Chapter 4117, of the Ohio Revised Code; and

WHEREAS, said parties have effected a settlement of all issues raised and have reduced such settlement to writing for a period commencing September 1, 2010 to December 31, 2012; and

WHEREAS, this Council has reviewed the terms of such agreement with the Administration, finds the same to be acceptable, and determines that it should be ratified.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MENTOR-ON-THE-LAKE, COUNTY OF LAKE, AND STATE OF OHIO AS FOLLOWS:

Section 1. That this Council does hereby ratify the terms and conditions of that Collective Bargaining Agreement between the City of Mentor-on-the-Lake and the Mentor-on-the-Lake Part-time Firefighters Association, pertaining to its part-time firefighters, attached hereto as Exhibit "A", and the Mayor and Administrative Director are hereby authorized to execute such contract on behalf of the City.

Section 2. That all formal actions of this Council concerning the passage of this Ordinance were adopted in an open meeting, and that all deliberations of this Council, or any of its Committees, which resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22, of the Ohio Revised Code.

Section 3. That this Ordinance is hereby declared to be and is passed as an emergency measure, the emergency being the need to immediately implement the provisions of said Collective Bargaining Agreement. Said Ordinance is necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the City of Mentor-on-the-Lake.

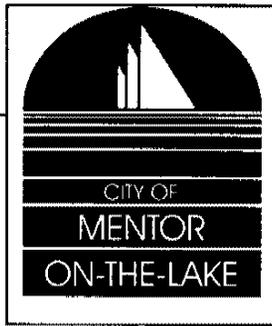
WHEREFORE, this Ordinance shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.

ADOPTED: December 14, 2010

ATTEST *Juliana Kracker*
Clerk of Council

Andrew M. Rose
ANDREW M. ROSE
COUNCIL PRESIDENT

John M. Rogers
JOHN M. ROGERS
MAYOR



Mayor/Safety Director
JOHN M. ROGERS

Council President
ANDREW M. ROSE

Council Vice President
DALE O. LANGBEHN

Members of Council

TROY D. ELAM

DAVID R. EVA

JOHN HAWKINS

VERNITA L. SAVAGE

SUSAN M. SHIRLEY

Administrative Director
KIP L. MOLENAAR

Law Director
JAMES M. LYONS

Police Prosecutor
JOSEPH M. GURLEY

Engineer
JAMES SAYLES

Fire Chief
ROBERT J. MAHONEY

Police Chief
JOSEPH S. DORAN

Service Director
DWAYNE E. BAILEY

WEB: www.CityMOL.org

December 17, 2010

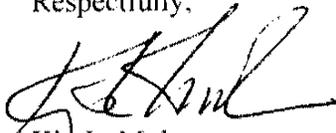
Ohio State Employment Relations Board
Research and Training Section
65 East State Street, 12th Floor
Columbus, Ohio 43215

**RE: City of Mentor-on-the-Lake
Part-time Firefighters Association Contract #10-MED-09-1187**

Dear SERB:

Pursuant to section 4117-9-(09) (B), enclosed are two original copies of the above referenced contracts.

Respectfully,



Kip L. Molenaar
Administrative Director

KLM/lms

Cc: Tom Grabarczyk, LRM
Eric Heimberger, Union Representative

Enclosures

2010 DEC 20 PM 12:42

10/17/10 11:42 AM