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AGREEMENT

Between

THE CITY OF MENTOR

and

THE MENTOR PROFESSIONAL FIREFIGHTER'S ASSOCIATION
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1845

March 28, 2011

through

March 30, 2014

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PREAMBLE

This Agreement is hereby entered into by and between the City of Mentor, hereinafter referred to as the "City" and the International Association of Firefighters, Local 1845, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE 1 PURPOSE AND INTENT

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union; and to provide for equitable and peaceful adjustment of any differences which may arise; and to establish wages, hours, and other terms and conditions of employment.

ARTICLE 2 RECOGNITION AND UNIT DESCRIPTION

Section 2.1

The City hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours, and other terms and conditions of employment, as provided by the State Employment Relations Act, for all full-time employees employed in the Fire Department occupying the classifications of Firefighter, Fire Lieutenant (Station Officer) and Battalion Chief (Shift Commander), excluding all part-time, seasonal and temporary employees. All other employees of the City are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.

ARTICLE 3 MEMBERSHIP AND DUES CHECKOFF

Section 3.1

Employees may join or not join the Union as a personal choice.

Section 3.2

The City will deduct Union membership dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions. Conditions for said deductions shall be as set forth in Section 3.3.

Section 3.3

The City will provide a bi-weekly check off of Union membership dues for employees, subject to the following conditions:

- a) The Union will provide the City with individual employee dues deduction cards certified in writing by both the employee and the Union authorizing a voluntary dues deduction for the employee on a bi-weekly basis and the amount of the authorized monthly deduction. If the amount once certified is changed, the amount deducted from the earnings of an employee who has authorized such deduction shall not be increased or decreased until thirty (30) days written notice of such change has been received by the City from an authorized officer of the Union.
- b) The Union will provide the City with a current typed listing of the names of members of the Union who have authorized that bi-weekly dues deductions be made, the amount of bi-weekly dues deduction for each member, and the total bi-weekly deduction for the entire membership. This listing shall be signed and dated by an authorized officer of the Union. Thereafter, any changes for whatever reason in the typed listing as specified in this Section shall be reduced to writing by the Union, signed and dated by an authorized officer of the Union and delivered to the City within seven (7) calendar days of such change. The City will provide the Union with a monthly record of dues deducted.
- c) Bi-weekly dues deductions will be made in each pay check of each calendar month. Should any changes in the typed listing as specified in Section (b) occur during a calendar month and result in an employee being added to the bargaining unit, the dues deduction provisions of this Article shall not apply to the employee for the calendar month in which the change occurs, but shall apply to the following calendar month and thereafter until terminated. Should any changes in the typed listing as specified in Section (b) occur during a calendar month and result in an employee being removed from the bargaining unit, the dues deduction provision of this Article shall not apply for the calendar month in which the effective date of such termination occurs.
- d) If for any reason a deduction is not made on the pay day in which Union dues are to be deducted, a sufficient amount will be deducted on the first pay day of the first subsequent month in which the employee has sufficient funds due him to bring his deductions up to date.
- e) The Union shall furnish the name, title and address of the authorized person or organization to whom the bi-weekly dues deduction payment shall be sent by the City.
- f) The City will forward payment of the total bi-weekly dues deduction and fair share fees, but it shall not be responsible for reconciling individual member dues deductions or fair share fees.

- g) The City will provide dues deductions only for eligible employees covered by this Agreement.

Section 3.4

The City and the Union agree that if any legal challenge is made to the terms of Section 3.3, that both parties will defend its validity until there is a final judgment of the highest court or tribunal to which the matter may be pursued. The Union agrees that its counsel will be the lead counsel during any such litigation and the City agrees that its counsel will fully cooperate in such litigation.

- a) The Union represents to the City that:
 - i. It has established an internal rebate or advanced reduction procedure in accordance with Section 4117.09(C) of the Ohio Revised Code;
 - ii. A procedure for challenging the amount of the fair share fee has been established and will be given to each bargaining unit employee who does not join the Union; and
 - iii. Such procedure and notice shall be in compliance with all relevant state and federal laws and the Constitutions of the United States and the State of Ohio.
- b) Annually, the Union shall provide the City, within (30) days after communicating with fair share fee payers, if any, a copy of each communication, if any, relating to the deduction of fair share fees, provided, however, that the Union may delete any information which sets forth amounts of monies the Union spends in various categories or other specific information not necessary to comply with constitutional requirements.

Section 3.5

Any member of the bargaining unit who has completed one (1) year of full-time service and is not a member of IAFF Local 1845, shall, as a condition of employment, pay a biweekly service charge hereinafter referred to as a "fair share fee". Said fair share fee payment shall be made to the Union via payroll deduction, and shall not be subject to the employee's written permission for same.

Section 3.6

For the purposes of this Article, the fair share fee shall be those fees and dues necessary to perform the duties of the exclusive representative of the Union in dealing with the City on labor-management issues, as certified by the Treasurer of IAFF Local 1845. It is specifically agreed that the Treasurer shall certify, both annually and as changes occur, to the City Finance Director the following information:

- a) The amount of regular dues to be deducted in accordance with Section 3.3(b) of this Article.
- b) The membership roster of IAFF Local 1845 from which regular dues shall be deducted.
- c) The amount of the fair share fee to be deducted from non-members in accordance with Section 3.5 of this Article.
- d) The list of non-member employees from whom the fair share fee shall be deducted.

Section 3.7

Any new employee who becomes subject to the “fair share fee” provisions provided in this Agreement, shall be so advised prior to any deductions being made. Said employee shall also be advised by the Union of the rebate procedures and his rights of appeal as provided in ORC 4117.09(c).

ARTICLE 4 UNION REPRESENTATION

Section 4.1

Five (5) members of the Union Negotiating Committee, composed of non-probationary full-time employees, shall be entitled to attend all meetings between the City and Union for the purpose of negotiating the terms of the collective bargaining agreement. When such meetings take place at a time when such members are scheduled to be on duty the five members shall be granted leave from duty with pay for attendance at such meetings, but only for the hours they would otherwise have worked on their regular work schedule, except when in the sole judgment of the Fire Chief such leave from duty will create a shortage of full-time personnel on duty and in such case leave will not be granted. The Union will furnish the City Manager with a written list of the members of the Committee and will notify the Manager in writing of any changes that may be made.

Section 4.2

Two union members in addition to the aggrieved employee or employees shall have the right to attend all meetings between the City and Union for the processing of grievances. When such meetings take place at a time during which either the Union member or the aggrieved employee(s) are scheduled to be on duty, they shall be granted leave from duty with pay for such meetings, but only for the hours they would otherwise have worked on their regular work schedule, except when in the sole judgment of the Fire Chief such leave from duty will create a shortage of full-time personnel on duty in which case such leave shall not be granted and other mutually agreeable arrangements shall be made. The Union will furnish the City Manager a

written list of no more than three (3) members of the Union authorized to process grievances and will notify the Manager in writing of any changes that may be made on such lists.

Section 4.3

The Union president and/or his designee shall be entitled to a maximum of one hundred sixty-eight (168) hours of leave during the course of this contract to attend union conventions and/or seminars. No union leave may be utilized without prior written approval of the Fire Chief and/or his designee. In no case shall leave be granted when, in the sole judgment of the Fire Chief or his designee, such leave from duty shall create a shortage of full-time personnel on duty.

ARTICLE 5 MANAGEMENT RIGHTS

Section 5.1

The City 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 and the Charter and Ordinances of the City of Mentor. The City shall have the sole right, responsibility and prerogative of management of the affairs of the City 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, determination of the overall budget, quantity and quality of service(s) to be rendered, the control of materials, tools, and equipment to be used and the discontinuance of any services, materials or methods of operations.
- b) To determine the care, maintenance and operation of equipment used for and on behalf of the purposes of the City.
- c) To introduce new equipment, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies and equipment and tools to be purchased.
- d) To construct new facilities or 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 operations.
- f) To hire, assign and lay off employees; to direct the work force and establish work schedules including lunch periods, rest periods and clean up time.
- 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 or 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 City.
- j) To transfer, promote and demote employees from one classification or shift to another within the department.
- k) To determine the standards for selection for employment, to select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work.
- l) To require employees to maintain a medically acceptable physical fitness condition consistent with the duties and responsibilities of the position occupied.
- m) To fulfill all of the City's legal responsibilities.

Section 5.2

The rights of the Union are specifically listed in this Agreement, and all subjects not specifically listed herein are retained by the City with the understanding that the Union 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.

ARTICLE 6 GRIEVANCE AND ARBITRATION PROCEDURE

Section 6.1 Definition

For purposes of this Agreement, a "grievance" shall be defined as a disagreement between the City and an employee, or between the City and the Union concerning the interpretation, application or compliance with any provision of this Agreement. A grievance shall be resolved solely through the procedures specified in this Article.

Section 6.2 Grievance Procedure

When an employee or the Union believes that a violation of this Agreement has occurred and that by reason of such violation his rights have been affected the employee must follow the procedure set forth below in presenting the grievance for a determination of its merits. An employee who believes he has a grievance shall reduce the grievance to writing, submit said grievance to Step 1, unless the Agreement allows otherwise, within ten (10) calendar days of its occurrence or the employee's knowledge of its occurrence not to exceed fifteen (15) calendar days from the date of the occurrence.

- Step 1 The grievance shall be reduced to writing and presented to the Battalion Chief (Shift Commander), or his designee, within ten (10) calendar days of its occurrence or the employee's knowledge of its occurrence, not to exceed fifteen (15) calendar days

from the date of the occurrence. The Battalion Chief (Shift Commander), or his designee, may meet with the employee and/or union representative within five (5) calendar days from receipt of the grievance in an effort to resolve said grievance. The Battalion Chief (Shift Commander) shall render an answer in writing within ten (10) calendar days of receipt of the grievance, or within ten (10) calendar days of the meeting, if held. The answer shall state whether the grievance is sustained, denied or settled and the reasons thereof.

Step 2 If a grievance is not satisfactorily settled at Step 1, the union and/or the employee may appeal the grievance to the Deputy Chief, or his designee, within ten (10) calendar days of the Step 1 answer. The Deputy Chief, or his designee, may meet with the employee and/or union representative within five (5) calendar days from receipt of the grievance in an effort to resolve said grievance. The Deputy Chief shall render an answer in writing within ten (10) calendar days of receipt of the grievance, or within ten (10) calendar days of the meeting, if held. The answer shall state whether the grievance is sustained, denied or settled and the reasons thereof.

Step 3 If a grievance is not satisfactorily settled at Step 2, the union and/or the employee may appeal the grievance to the Fire Chief, or his designee, within ten (10) calendar days of the Step 2 answer. The Fire Chief, or his designee, may meet with the employee and/or union representative within five (5) calendar days from receipt of the grievance in an effort to resolve said grievance. The Fire Chief shall render an answer in writing within ten (10) calendar days of receipt of the grievance, or within ten (10) calendar days of receipt of the grievance, or within ten (10) calendars days of the meeting, if held. The answer shall state whether the grievance is sustained, denied or settled and the reasons thereof.

Step 4 If a grievance is not satisfactorily settled at Step 3, the union and/or the employee may appeal the grievance to the City Manager within ten (10) calendar days of the Step 3 answer. The City Manager, or his designee, shall meet with the union representative and employee within ten (10) calendar days from receipt of the Step 3 grievance in an effort to resolve said grievance. The City Manager, or his designee, shall render an answer in writing within fifteen (15) calendar days of the meeting. The answer shall state whether the grievance has been sustained, denied or settled and the reasons thereof. Any grievance involving a class action or discipline that results in a loss of pay or benefits may be initially filed at Step 4.

If the Union is not satisfied with the decision of the City Manager, the Union may appeal the grievance to arbitration by notifying the City Manager in writing within fifteen (15) calendar days of receipt of the decision of the City Manager. Arbitration of the grievance shall be in accordance with the procedure set forth below in Section 6.3.

Section 6.3

- a) Within fourteen (14) calendar days of the Union providing notice of advancing a grievance to arbitration, the parties will attempt to mutually agree upon an arbitrator. If such agreement is not reached, a list of seven arbitrators that are members of the National Academy of Arbitrators shall be requested from the Federal Mediation and Conciliation Services ("FMCS"), from the "sub-regional" area. The arbitrator shall be selected within fourteen (14) calendar days of receipt of the FMCS panel, unless mutually extended. To select the arbitrator, the FMCS panel names will be stricken alternately, until one name remains who shall be designated the arbitrator to hear the grievance in question.
- b) 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 to 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 and conditions of this Agreement.
- c) The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days except by the mutual written agreement of the parties.
- d) The hearing or hearings shall be conducted pursuant to the Labor Arbitration Rules of the American Arbitration Association.
- e) The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall 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.
- f) The arbitrator's decision and award will be in writing and delivered within thirty (30) calendar days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.
- g) The Union agrees to indemnify and hold the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the grievance and arbitration procedures herein contained.

Section 6.4 Miscellaneous

- a) Any decision not appealed by the employee or Union as provided within the time limits specified in each step shall be considered settled on the basis of the latest decision and shall not be subject to further appeal. Any grievance not answered within the time limits specified in each step shall be considered automatically appealed to the next step. However, time limits at each step may be extended by mutual written agreement of the Union and City Manager.

- b) An employee or employees may use this grievance procedure with or without Union assistance. However, under no circumstances may an employee and the City enter into a grievance settlement that in any way affects the terms of the CBA.
- c) No grievance settlement made as a result of the grievance procedure shall contravene the provisions of this Agreement.
- d) At any time during the processing of a grievance, should a subsequent grievance be filed on substantially the same issue, the City and the Union may agree to combine said grievances for the purpose of processing them.

Section 6.5

When an employee has a dispute arising from a work rule he or she will comply with said rule until the parties agree to amend or rescind the rule or an arbitrator determines that it violates the Agreement.

ARTICLE 7 LABOR-MANAGEMENT COMMITTEE

- a) A Labor-Management Committee shall, upon the request of either party, meet at least once each quarter for the purpose of discussing and/or resolving any mutual work-related problems. The attendees and the size of the Labor-Management Committee shall be determined by mutual agreement, however, the City Manager or his designee shall be entitled to attend any Labor-Management meeting. Any member of the Committee may put an item(s) on the agenda. The agenda shall be submitted to the Fire Chief at least thirty (30) calendar days in advance of the meeting. The Fire Chief shall attempt to resolve agenda items during the thirty (30) day period prior to the meeting and shall present a progress report at the time of the labor-management meeting. Provided, however, that any member of the Committee may put an additional item(s) on the agenda up to ten (10) calendar days in advance of the meeting. Where possible, suggestions adopted by the Committee shall be implemented within sixty (60) calendar days of adoption. When such meetings take place at a time when members of the Union are scheduled to be on duty, such members shall be granted leave from duty with pay for attendance at such meetings, but only for the hours they would otherwise have worked on their regular work schedule, except when in the sole judgment of the Fire Chief, such leave from duty will create a shortage of personnel on duty and in such case leave will not be granted.
- b) In the event of inconsistencies between the terms of the Agreement and the policies and practices of the Department either party may request a meeting, within a reasonable time, of the Labor-Management Committee to discuss such inconsistencies. When such meetings take place at a time when members of the Union are scheduled to be on duty, such members shall be granted leave from duty with pay for attendance at such meetings,

but only for the hours they would otherwise have worked on their regular work schedule except when in the sole judgment of the Fire Chief such leave from duty will create a shortage of personnel on duty and in such case leave will not be granted.

ARTICLE 8 RATES OF PAY

Section 8.1

- a. Effective March 28, 2011, employees shall receive a 0% wage increase and be paid in accordance with the following schedule:

Classification		I	II	III	IV	V	VI
Firefighter	(Bi-weekly)	\$2,119.48	\$2,233.96	\$2,326.45	\$2,436.53	\$2,552.50	\$2,675.79
	(Annual)	\$55,106.48	\$58,082.96	\$60,487.70	\$63,349.78	\$66,365.00	\$69,570.54
Fire Lieutenant (Station Officer)	(Bi-weekly)	\$2,860.22	\$2,990.20				
	(Annual)	\$74,365.72	\$77,745.20				
Battalion Chief (Shift Commander)	(Bi-weekly)	\$3,169.44	\$3,341.62				
	(Annual)	\$82,405.44	\$86,882.12				

- b. Effective March 31, 2012, employees shall receive a 2.00% wage increase and be paid at a bi-weekly pay rate in accordance with the following schedule:

Classification		Starting Rate	I	II	III	IV	V	VI
Firefighter	(Bi-weekly)	\$1,945.68	\$2,161.87	\$2,278.64	\$2,372.98	\$2,485.26	\$2,603.55	\$2,729.31
	(Annual)	\$50,587.68	\$56,208.62	\$59,244.64	\$61,697.48	\$64,616.76	\$67,692.30	\$70,962.06
Fire Lieutenant (Station Officer)	(Bi-weekly)		\$2,917.42	\$3,050.00				
	(Annual)		\$75,852.92	\$79,300.10				
Battalion Chief (Shift Commander)	(Bi-weekly)		\$3,232.83	\$3,408.45				
	(Annual)		\$84,053.55	\$88,619.76				

c. Effective March 31, 2013, employees shall receive a 2.00% wage increase and be paid at a bi-weekly pay rate in accordance with the following schedule:

Classification		Starting Rate	I	II	III	IV	V	VI
Firefighter	(Bi-weekly)	\$1,984.59	\$2,205.11	\$2,324.21	\$2,420.44	\$2,534.97	\$2,655.62	\$2,783.90
	(Annual)	\$51,599.34	\$57,332.86	\$60,429.46	\$62,931.44	\$65,909.22	\$69,046.12	\$72,381.40
Fire Lieutenant (Station Officer)	(Bi-weekly)		\$2,975.77	\$3,111.00				
	(Annual)		\$77,370.02	\$80,886.00				
Battalion Chief (Shift Commander)	(Bi-weekly)		\$3,297.49	\$3,476.62				
	(Annual)		\$85,734.74	\$90,392.12				

Section 8.2

During the term of this Agreement, the pay ranges assigned to the classification and grade set forth above in Section 8.1 shall not be reduced by the City Council, nor shall a grievance be filed or processed by, or on behalf of, an employee alleging a wage rate inequity except that denial of a merit increase may be brought to the attention of the Fire Chief and the City Manager for further consideration upon request of the employee.

Adjustments in wages set forth in this Agreement shall be effective upon the execution of this Agreement, provided that an employee subject thereto is actively employed by the City at the time of the execution of this Agreement.

Section 8.3 New Employees

Original appointment to any position shall be made at the lowest step within the salary range; however, the City Manager may make an appointment above the lowest step based on an employee's qualifications specified in the class. Advancement shall be within range according to the ordinance. An employee in original appointment at the lowest step within range for the classification of Firefighter shall be considered for advancement within range from one step to the next step after successfully completing twelve (12) months of service. After successfully completing the one (1) year probationary period, as determined by his performance evaluation, an employee in original appointment to the classification of Firefighter will be advanced to the next step within range.

Thereafter, advancement within range for the above classification from one step to the next step shall be based on successful completion of one year of satisfactory service as determined by performance evaluation. However, the aforementioned shall not preclude the City from advancing an employee more than one step as determined by performance evaluation at the City's discretion.

Section 8.4 Promotion(s) and/or Demotion(s)

Whenever an employee is promoted or demoted for disciplinary or other reasons, his rate of pay shall be increased, or decreased, to the level within the pay range for the new position deemed appropriate by the City Manager. Reduction in salary for disciplinary or other reasons shall not exceed two steps in the employee's pay range. A promoted employee shall be eligible for a step increase within this pay range upon successful completion of his one (1) year probationary period.

Section 8.5 Return to Duty

When an employee returns to duty in the same class or position after separation from City service of not more than one (1) year, providing his separation was not for cause, he shall receive the rate of pay corresponding to the rate received at the time of separation, subject to the approval of the City Manager.

Section 8.6 Return to Duty - Military Service

An employee who leaves the City service to enter active service in the Armed Forces of the United States, who returns directly to the City upon separation and within the time period set forth in USERRA and who is reinstated to his previous position shall be entitled to receive compensation at the rate of pay to which he would have been entitled had his service with the City not been interrupted by service in the armed forces.

Section 8.7 Transfer Rates of Pay

When an employee is qualified for, and is temporarily transferred to a higher classification he shall receive added compensation as the City Manager may direct. To qualify for the higher rate, the transfer shall be regular and continuous in character for a period equal to or more than two (2) complete pay periods.

When an employee is temporarily transferred to any position in the same or lower class for periods not to exceed two (2) complete pay periods, he shall continue to receive his regular rate of pay.

Section 8.8 Maximum Salary Rates

Whenever any employee reaches the maximum step of pay range, this will be his maximum salary until such time as he may be promoted to a higher classification or until the pay ranges are changed by Council, or until the employee's years of service qualify him for longevity.

Section 8.9 Pay Periods

Except where it conflicts with other regulatory provisions, the compensation period for all full time salaried employees shall be paid on a bi-weekly basis. In cases where an employee is hired or terminates employment with the City between pay periods, compensation will be at hourly rates for the grade in which they are placed, or are working, multiplied by the number of hours worked to the beginning of the next pay period or the termination of employment whichever is applicable.

The City shall remit all compensation through direct deposit.

Section 8.10 Payroll Changes

Payroll changes for longevity compensation and educational incentive compensation shall be effective as of the first day of the bi-weekly pay period following the date of such payroll change.

Section 8.11 Longevity Compensation

In addition to regular compensation, longevity pay increments will be paid to the employee according to the following schedule:

<u>Years of Service</u>	<u>Annual</u>	<u>Bi-Weekly</u>
5	\$400.14	\$15.39
6	\$500.24	\$19.24
7	\$600.08	\$23.08
8	\$750.10	\$28.85
9	\$900.12	\$34.62
10	\$1000.22	\$38.47
11	\$1100.06	\$42.31
12	\$1200.16	\$46.16
13	\$1300.00	\$50.00
14	\$1350.18	\$51.93
15	\$1450.02	\$55.77
16	\$1550.12	\$59.62
17	\$1650.22	\$63.47
18	\$1750.06	\$67.31
19	\$1850.16	\$71.16
20	\$2000.00	\$76.92
21	\$2100.00	\$80.77
22	\$2200.00	\$84.62
23	\$2300.00	\$88.46
24	\$2400.00	\$92.31
25	\$2500.00	\$96.15

Continuous service shall be based on the employee's anniversary date of employment as a regular full-time employee of the City. Longevity compensation shall commence with the first day of the bi-weekly pay period following such anniversary date.

Section 8.12 Acting Pay

- a) Firefighters who temporarily assume the duties of a fire lieutenant (station officer) in accordance with departmental policy and who perform such duties for a period exceeding eight (8) hours on a 24-hour shift shall be entitled to receive \$35.00 per 24-hour shift for such duty. No more than \$35.00 shall be paid out by the City for acting duty pay per acting lieutenant position in any 24-hour shift.
- b) Fire Lieutenants (station officers) who temporarily assume the duties of a Battalion Chief in accordance with departmental policy and who perform such duties for a period exceeding eight (8) hours on a 24-hour shift shall be entitled to receive \$45.00 per 24-hour shift for such duty. No more than \$45.00 shall be paid out by the City for acting duty pay per acting Battalion Chief position in any 24-hour shift.

Section 8.13 Paramedic Assignment

- a) An assignment to work in a paramedic capacity shall be voluntary for employees hired prior to January 1, 1984 only and shall be made in a manner determined by the Fire Chief. An employee appointed prior to January 1, 1984 who is assigned to work in a paramedic capacity may request to have such assignment terminated by submitting a written request to the Fire Chief. The City will make every reasonable effort to find a replacement for such employee and shall make a reassignment once a qualified replacement is available unless the Fire Chief determines that a reassignment should be made sooner. Provided, however, that should the City elect to compensate an employee at his regular hourly rate of pay for time spent based upon credit hours earned while off duty in fulfilling the initial educational and clinical requirements for certification as a paramedic, such employee shall be required to serve in a paramedic capacity for at least thirty-six (36) calendar months unless determined otherwise by the Fire Chief
- b) Certified employees assigned to work in a paramedic capacity, who are actually working in such capacity, and who are full-time employees hired before May 1, 1993 shall receive certification pay as follows:

Beginning with the first month of paramedic service:	\$15.39 per bi-weekly pay period
Upon completion of one (1) year of paramedic service:	\$30.77 per bi-weekly pay period
Upon completion of two (2) years of paramedic service:	\$46.16 per bi-weekly pay period
- c) Effective as of the date of the execution of this contract, certified full-time employees hired after May 1, 1993, shall receive Certification Pay of eighteen dollars and twenty-seven cents (\$18.27) per bi-weekly pay period up to a total of four hundred seventy five dollars (\$475.00) annually.

Section 8.14 Staff Assignment

Employees assigned to work in staff assignments (Fire Prevention, Training Officer, and Public Education Officer) shall be paid \$69.24 bi-weekly as bonus pay for the period of time actually worked in said staff assignments. Said bonus shall not be made available for light duty assignments to staff assignment positions (Fire Prevention, Training Officer, and Public Education Officer).

Section 8.15 Special Teams

The City acknowledges the importance of training for its Special Teams. To that end, the City agrees to make reasonable efforts to schedule an average of eight (8) hours per month or ninety-six (96) hours a year training for each team. At least once a year, the Team Commander shall set the goals and the proposed schedule of training for the team and present them to the Fire Chief for approval and implementation.

ARTICLE 9 HOURS OF WORK AND OVERTIME

Section 9.1

The regular work week for all line-duty employees shall average forty nine and eight tenths (49.8) hours per week over a one (1) year period. The overtime payment rate for all line-duty employees will be governed by this 49.8 hour per week regular work week average. Each work cycle shall consist of twenty-seven (27) calendar days. "Kelly" days shall be granted in accordance to departmental leave policy. A "Kelly Day" is defined as a twenty-four (24) hour shift off duty for a line-duty employee, falling on a regular reoccurring basis.

Section 9.2

- a) The regular work week for all staff-duty employees shall be forty (40) hours per week.
- b) Upon agreement of the employee assigned to the Public Education position and the City, the hours of work will, in lieu of the staff assignment bonus pay, consist of 49.8 hours per week line duty schedule with a "flex" option within the pay period to meet program scheduling needs. If at any time the City determines that the demands of the position will revert to a forty (40) hour staff schedule, the employee assigned to the Public Education position will have the option to return to a line duty shift position. If the position reverts to a forty (40) hour staff position, the staff assignment bonus shall be reinstated as in Section 8.14.

Section 9.3 No Guarantee

The foregoing does not guarantee any minimum number of hours or days of work or pay, or limit the number of hours or days of work that may be required.

Section 9.4

For purposes of this Article, overtime refers to hours actually worked by an employee in excess of the normally scheduled work week, as established in Section 9.1 and Section 9.2, except as provided in Section 9.9. Paramedic and Emergency Medical Technician training hours, as required by the State of Ohio or Medical Director to maintain certification, and as approved by the Fire Chief or his designee, qualify for overtime payment on the same basis as other hours worked. Other state required certification maintenance programs, as approved by the Fire Chief or his designee, qualify for overtime payment on the same basis as hours worked. Such approval shall not be unreasonably denied. This Section shall also apply when employees as a result of their duties or subpoena must appear in court at times other than during their regular scheduled shift. When an employee is called back for emergency duty, he shall receive compensation at one and one half times his regular base rate of pay for all hours actually worked with a minimum of three (3) hours pay at one and one half times his regular base rate of pay.

When an employee is required to perform duties which are solely and exclusively that of a regular police officer on an overtime basis, he shall receive compensation at a base rate of pay computed at a forty (40) hour basis rather than his regular base rate of pay, including a minimum of four (4) hours pay computed at a forty (40) hour basis if such duty results from an emergency call-back.

Section 9.5

- a) Overtime payment at one and one half (1-1/2) times the regular base hourly rate of pay will be paid to employees for all authorized hours actually worked in excess of the normally scheduled workweek except as provided in Section 9.4, 9.9, and 9.10.
- b) The City shall have the right to require an employee to work an overtime assignment
- c) Employees reporting on the morning shift for Memorial Day, Fourth of July, Thanksgiving, Christmas, and New Years Day shall be paid one and one-half time for all hours actually worked on these shifts. Employees called in for overtime fill on any of these five (5) shifts shall receive compensatory time at a one-half time rate in addition to 1 1/2 time pay.

Section 9.6

Employees who have earned overtime may credit such overtime to compensatory time-off at the same rate it was earned up to a maximum of one-hundred eighty hours (180) for Line employees and to a maximum of one-hundred, twenty-four (124) hours for staff duty employees. Upon being credited with the maximum amount of hours allowable for the position, the employee must take compensatory time-off before any additional overtime may be accumulated and credited as earned compensatory time-off. The employee must request compensatory time-off in writing at least forty-eight (48) hours in advance of the period such time-off shall be desired. No compensatory time may be taken without the approval of the Fire Chief. Compensatory time shall be taken only in segments authorized by the Fire Chief, or his designee. A maximum of forty-eight (48) hours compensatory time per workday will be allowed. The creation of overtime will not be grounds for denial of compensatory time. Unused compensatory time may be cashed in once per year during the first full pay period in December up to a maximum of forty-hours (40) for Line employees and up to a maximum of twenty-hours (20) for Staff duty employees.

Section 9.7

So far as practical without reducing efficiency or work performance the City will attempt to distribute overtime assignments among employees in the same position classification provided the employees are qualified in the opinion of the City to perform the specific overtime work required.

Section 9.8

Employees shall be given as much advance notice as possible prior to the start of an overtime assignment, unless unforeseen and/or emergency situations prohibit the City from giving such notice.

Section 9.9

Voluntary time spent on civic or department duties shall not be included in the computation of overtime.

Section 9.10

In the event there has been or is occurring an 'emergency condition' 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. In such cases compensation shall be at time and one-half (1 ½) the regular base hourly rate of pay for hours worked.

Section 9.11

There shall be no pyramiding of overtime.

ARTICLE 10 EDUCATIONAL INCENTIVE PAYMENTS AND TUITION REIMBURSEMENT

Section 10.1 Tuition Reimbursement

A tuition reimbursement program shall be established for the purpose of encouraging employees to upgrade their competence in work related functions in order to increase the effectiveness and efficiency of City services. Courses eligible under the tuition reimbursement program shall be limited to those offered by an accredited institution and related to the employee's position with the City unless otherwise authorized by the Fire Chief and City Manager. Such courses shall not interfere with the proper and effective performance of the employee's duties.

Section 10.2 Eligibility

The tuition reimbursement program shall be made available to regular full-time employees appointed after March 9, 1980. To be eligible for tuition reimbursement an employee must:

- a) Have completed his probationary period.
- b) Obtain written approval from the Fire Chief, and the City Manager of the course to be taken prior to registering for the course.
- c) Successfully complete the course with a grade of "B" or higher and submit an official written record of the grade attained and work completed.
- d) Be in the City's employment at the time of completing and being reimbursed for such approved course work. Courses shall not be eligible for reimbursement if taken by an employee on City time.

Section 10.3

Extent and Type of Reimbursement Tuition reimbursement shall be made in the following manner:

- a) Fifty percent (50%) of employee tuition costs only shall be reimbursed by the City upon successful completion of a course when such course work is in an approved degree program and such course work is deemed by the City Manager to have an indirect value to the employee and the City in performance of the employee's duties.

- b) One hundred percent (100%) of employee tuition costs shall be reimbursed by the City upon successful completion of a course when such course work is deemed by the City Manager to have a direct value to the employee and the City in the performance of the employee's duties.

In all cases, reimbursement shall be for tuition only and shall not include the cost of books or other educational materials. Tuition reimbursement shall be capped at the current cost per credit hour as that being charged by Cleveland State University for undergraduate tuition/instruction only. The City will only reimburse up to twelve (12) credit hours completed per employee per calendar year.

Section 10.4

The Fire Chief with approval of the City Manager shall promulgate appropriate rules and regulations for the implementation of this Article.

Section 10.5

All regular full-time employees employed by the City of Mentor prior to the effective date of this Agreement shall be entitled to advanced education incentive pay as follows:

- a. An annual payment of twelve hundred dollars (\$1,200.00) shall continue to be paid to any employee who, prior to the execution date of this Agreement, was awarded a Bachelor's Degree in a fire technology or fire administration course of study approved by the City Manager and awarded by an accredited degree-granting institution of learning.
- b. An annual payment of six hundred dollars (\$600.00) shall continue to be paid to any employee who, prior to the execution date of this Agreement, was awarded an Associate's Degree in a fire technology or fire administration course of study approved by the City Manager and awarded by an accredited degree-granting institution of learning.
- c. Firefighter Employee Number 214 shall continue to receive three hundred twelve dollars (\$312.00) annually as advanced education credit for as long as he remains employed by the City of Mentor.
- d. Advanced education payments provided for in this section shall be paid in two (2) payments in each calendar year – one (1) on the first pay date in December and one (1) on the first pay date in June.
- e. No other employee shall be entitled to Education Incentive Pay (Degree Pay).

ARTICLE 11 TRADE OF TIME

Section 11.1

With prior approval of the Fire Chief or his designee, employees may have the right to exchange shifts subject to the following provisions:

- a) A request for a trade of time shall be submitted for approval in writing to the Fire Chief or his designee by the employee requesting such trade of time at least one (1) shift prior to the beginning of such trade unless otherwise approved by the Fire Chief or his designee. A request for a trade of time must be signed by both employees involved.
- b) The Fire Chief or his designee shall be notified by the employees involved in a trade of time at least one (1) shift prior to repayment of a trade of time, unless otherwise approved by the Fire Chief or his designee.
- c) Employees involved in a trade of time must be of equal rank and similarly qualified.
- d) A particular trade of time may only be made with one other employee subject to provisions of this Article.
- e) Under no circumstances shall the City be required or obligated to insure repayment of time under provisions of this Article.

Section 11.2

It shall be the continuing responsibility of a scheduled employee to ensure that a qualified regular full-time employee reports for work on his shift in the event that a trade of time has been requested and authorized. Any employee substitution in a trade of time must be authorized by the Fire Chief or his designee.

Section 11.3

The total number of hours worked in a given workweek shall not, for the purpose of computing overtime pay, include hours worked as a result of a trade of time.

Section 11.4

The Department will make every effort to uniformly apply and interpret the provisions of this Article to all regular full-time employees under similar circumstances.

Section 11.5

An employee abusing provisions of this Article may be subject to disciplinary action and the suspension of trades of time.

ARTICLE 12 UNIFORMS AND UNIFORM ALLOWANCE

Section 12.1

- a) The City shall furnish the following initial issue uniform items, or comparable items as determined by the City, to a regular full-time employee as soon as possible after original appointment to the Mentor Fire Department:

- 3 uniform shirts
- 2 uniform shirts (dress)
- 3 uniform trousers
- 1 rescue coat
- 1 uniform tie
- 1 pair uniform shoes or boots
- 3 uniform tee shirts (short sleeve)
- 1 uniform belt
- 1 badge
- 1 nameplate
- 1 paramedic pin
- 3 golf shirts
- 1 knit cap
- 1 flashlight and battery
- 1 pair of sweat pants
- 1 sweat shirt
- 2 pair of sweat shorts
- 1 set of bedding (fitted, flat, pillowcase)

- b) The City shall furnish the following uniform items to a regular full-time employee upon completion of his probationary period.

- 1 dress uniform coat
- 1 dress uniform trousers
- 1 pair dress shoes
- 1 uniform hat
- 1 hat badge

- c) For newly hired employees, at the completion of six (6) months, the City shall provide \$250.00 for the maintenance of uniforms. The City will provide payment in the following amounts for each non-probationary, full-time employee for the maintenance of uniforms:

March 2012	\$1550.00
March 2013	\$1550.00
March 2014	\$1550.00

Such payments, when due, shall be included in the employee's regular paycheck for the second pay period of March.

- d) The City will not provide an initial uniform issue for special team members. However, the City will provide a list of acceptable clothing/uniform items for special team members. The special uniform maintenance payments listed below will be paid during the second pay period in March of 2012, 2013, and 2014 and will be included in eligible employees' regular paycheck.

The City will pay employees who are active members of the following special teams the following annual amounts in addition to their regular uniform maintenance payments:

Technical Rescue	\$200.00
HazMat Technician	\$200.00
Water/Dive Rescue	\$200.00
Fire/Arson Investigation	\$200.00
Fire Inspector	\$200.00
Bomb Squad	\$150.00

Section 12.2

The City shall furnish protective equipment as is deemed necessary by the Fire Chief. The City shall replace such equipment items as found necessary upon its inspection and approval, such replacement to be at the City's expense except that equipment damaged or lost through the employee's negligence or wrong-doing shall be replaced at the employee's expense. The City will make every reasonable effort to furnish protective equipment to a regular full-time employee as soon as possible after original appointment.

Section 12.3

If an employee terminates employment with the City after receiving a cash uniform allowance for that year, the City may withhold a prorated portion of said cash uniform allowance from his final paycheck, said proration to be calculated based on the employee's termination date.

ARTICLE 13 SICK LEAVE

Section 13.1

Authorized sick leave shall be considered to be absence from duty authorized by the Fire Chief for the following reasons:

- a) Non-occupational illness, physical incapacity, pregnancy, or non-compensable bodily injury of the employee.
- b) Quarantine because of contagious disease upon presentation of a certificate from the attending physician.
- c) Illness of a member of the employee's immediate family requiring the presence of the employee up to a maximum of ninety-six (96) hours of accumulated sick leave in a calendar year. Additional sick leave for this purpose in special cases may be authorized by the City Manager. The Fire Chief shall present such recommended authorization to the City Manager for his consideration before such leave is granted. For purposes of this provision, immediate family shall be taken to mean spouse, child, step-child, parent, step-parent or sibling living in the employee's home.

Section 13.2

- a) Sick leave will not be allowed when absence is due to the use of narcotics, intoxicants or willful misconduct.
- b) An employee who is on sick leave or disability leave who is self-employed or works for another employer is subject to disciplinary action up to and including discharge.
- c) Any abuse of sick leave shall be just and sufficient cause for disciplinary action.

Section 13.3

In order to have an absence counted as sick leave, the employee on the first day of absence due to illness or injury and on each day thereafter shall notify an appropriate person within the department, as determined by the Fire Chief, of his illness or injury at least one (1) hour prior to starting time of his regular shift, if not hospitalized, or sick leave will not be allowed. Should the illness or injury prevent the employee from making such notification, then it will be the responsibility of his designee to comply with this notification requirement. Upon his return to duty the employee shall submit a written, signed sick leave request to the Fire Chief for approval. Failure to notify the appropriate person within the department shall result in denial of a claim for said sick leave.

Section 13.4

The City may require proof of illness for any authorized sick leave. In the judgment of the Fire Chief, proof of sick leave may include a signed doctor's certificate or other proof of illness or injury from the physician of the employee or physician of a member of his immediate family as defined in this Article whichever is applicable indicating the nature and duration of the illness or injury. Proof of illness or injury will not normally be required for sick leave of less than two (2) consecutive working days unless determined otherwise by the Fire Chief. Proof of illness or injury will be required to be submitted to the City Manager for approval of sick leave of two (2) or more consecutive working days, unless the illness or injury is of such a nature that the City Manager waives the requirement to furnish a qualified doctor's certificate. When required by the City Manager such doctor's certificate shall be submitted to the Manager no later than six (6) days after the commencement of illness or injury stating the nature and probable length of disability.

Section 13.5

Where sick leave extends beyond three (3) consecutive working days for line duty personnel and nine (9) consecutive working days for staff personnel, the employee will be required to provide the City with a medical release from his physician prior to returning to "active" employment.

Section 13.6

Unless prohibited by law, the City Manager reserves the right, upon reasonable cause to require an employee to submit to a physical or psychological examination by a doctor of the City's choice, and at the City's expense. In the event of a finding that the employee is "unfit for duty," the employee shall have the right to submit a report of a doctor selected and paid by the employee which offers an opinion that the employee is "fit for duty." In the event of such submission by the employee, the City and the employee shall agree upon a third doctor to make an independent evaluation. The opinion of the mutually selected doctor as to the employee's "fitness for duty" shall be final and binding upon both the City and the employee.

Section 13.7

Sick leave for full-time line, duty employees shall be earned at the rate of 5.727 hours for each biweekly pay period. For staff employees, sick leave shall be earned at the rate of 4.62 hours for each biweekly pay period.

Section 13.8

Any employee who retires or terminates his employment with less than ten (10) years of full-time service to the City of Mentor will not be entitled to accumulated sick leave, except due to death in the line of duty, in which case the employee's estate shall be paid fifty percent (50%) of the value of his unused accrued sick leave credit at his current base rate of pay.

Section 13.9

In the event an employee with more than ten (10) years of full-time service to the City of Mentor dies in the line of duty, the employee's estate will be paid fifty percent (50%) of the value of his unused accrued sick leave credit to a maximum of fifty percent (50%) of two thousand seven hundred hours (2,700) at his current base rate of pay.

Upon retirement or death (not in the line of duty) of a regular full-time employee with ten (10) or more years of full-time service to the City of Mentor, one third (1/3) of the value of his unused accrued sick leave credit to a maximum of one third (1/3) of two thousand seven hundred (2700) hours shall be remitted on the basis of his current base rate of pay to the employee or his estate. In all cases, payment shall only be made once and shall eliminate all sick leave credit accrued by the employee.

Section 13.10

In a case of death in a full-time employee's immediate family defined as spouse, child, parent, parent-in-law, grandparent, granddaughter, grandson, daughter-in-law, son-in-law, step-parent, brother, sister, brother-in-law, sister-in-law, daughter or son of the employee's spouse or domestic partner, and any relative living in the household of the employee, the employee will be entitled to take up to twenty-four (24) hours paid leave, without charge to sick leave, and up to twenty-four (24) hours of accumulated sick leave with pay. Paid leave and sick leave for this purpose shall be granted to an employee who is actually in attendance at the funeral or engaged in activities in connection therewith. Additional sick leave for this purpose in special cases may be authorized by the City Manager. The Fire Chief shall present such recommended authorization to the City Manager for his consideration before such leave is granted.

ARTICLE 14 HOLIDAYS

Section 14.1

- a) Full-time line duty employees shall be granted compensatory time off equivalent to six (6) working days per calendar year at their regular base rate of pay in lieu of holiday pay.
- b) Full-time staff-duty employees shall be entitled to receive one day's pay at the regular rate for each of the following holidays: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Day, plus two additional holidays to be determined by the City Manager each year by administrative memo. Compensatory time off shall be allowed in lieu of pay for a holiday when work is scheduled on a holiday or if the employee's scheduled day off falls on the holiday.

- c) If, due to scheduling, holidays cannot be taken during the year earned, they may accumulate and be taken off in the subsequent calendar year. Days so scheduled must be with the approval of the Fire Chief and authorization of the City Manager.
- d) To be eligible to receive the holiday an employee must work his scheduled shift before and after the holiday. For purposes of this Section, a regular full-time employee on authorized leave shall be considered to have worked.
- e) In the event that an employee is on authorized sick leave the day prior to or following compensatory time off as specified in this Article, proof of illness shall be required unless otherwise determined by the Fire Chief.
- f) Line employees may, at their discretion, sell back up to three (3) tours of holiday time and staff employees may, at their discretion, sell back two (2) City holidays, to be paid in December of each year.

ARTICLE 15 FAMILY AND MEDICAL LEAVE ACT

Section 15.1

Employees are entitled to the benefits set forth in the Family and Medical Leave Act of 1993 (as amended) ("FMLA"), and as set forth herein below.

Section 15.2

Any FMLA-qualifying leave taken by an employee, whether paid or unpaid for the following reasons, shall be applied against the employee's FMLA leave entitlement to twelve (12) work weeks of leave during the twelve (12) month period.

- (1) The birth of a son or daughter, and to care for the newborn child;
- (2) The placement with the employee of a son or daughter for adoption or foster care;
- (3) To care for the employee's spouse, son, daughter, or parent with a serious health condition; and,
- (4) Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

Section 15.3

The annual rolling twelve (12) month FMLA leave period shall commence and be measured backward from the date the employee uses any FMLA leave.

Section 15.4

Any provisions under sick leave, leave of absence, funeral leave, etc. that are found to be improved benefits as compared to the Family and Medical Leave Act shall not be reduced to comply with said Act.

Section 15.5

No employee shall lose seniority during the period of paid time off which is attributable to the Family and Medical Leave Act.

Section 15.6

An employee requesting leave must provide the City with the appropriate Certification form. Employees who wish to use FMLA leave for any qualifying reason must fill out a leave request form thirty (30) days or more prior to the date they wish the leave to commence. In cases where the leave was unforeseeable, the form should be submitted as soon as possible before the requested leave is to commence and in any case within five (5) days after the leave begins. Questions will be answered and certification forms are available at the Human Resources office and an employee must return such forms within fifteen (15) days or as soon as practicable.

Employees must comply with FMLA leave requirements, including medical certification and reasonable leave request notice. Taking of leave may be denied if FMLA requirements are not met.

Section 15.7

Sick leave events which continue two (2) work weeks or more will require completion of a WH Form 380 Form.

Section 15.8

Eligible employees will be required to re-certify their request for FMLA leave every thirty (30) days.

Section 15.9

Leave for the birth of the employee's child or adoption of a child by the employee or jointly with another or for the placement of a child in foster care with the employee or jointly with another may not be taken on intermittent or reduced schedule.

Section 15.10

Employees on unpaid FMLA leave will be obligated to pay the employee share of health care premiums on the regular pay day. The City of Mentor will cease to pay the City's share of the premium if the employee's payment is more than thirty (30) days late.

Section 15.11

The parties agree that the City reserves any and all rights and privileges granted to Employers under FMLA.

ARTICLE 16 VACATION LEAVE

Section 16.1

All regular full-time employees shall be eligible for vacation leave paid at the regular base rate on the basis of time earned or accrued in accordance with the following schedule:

LINE-DUTY EMPLOYEES

<u>Length of Continuous Service</u>	<u>24-Hour Tours</u>	<u>Rate of Earned Vacation</u>
Up to Five (5) years	5	4.615 hours bi-weekly
Five (5) years up to Ten (10) years	8	7.385 hours bi-weekly
Ten (10) years up to Fifteen (15)	10	9.231 hours bi-weekly
Fifteen (15) years	10.5	9.692 hours bi-weekly
Sixteen (16) years	11	10.154 hours bi-weekly
Seventeen (17) years	11.5	10.615 hours bi-weekly
Eighteen (18) years	12	11.077 hours bi-weekly
Nineteen (19) years	12.5	11.538 hours bi-weekly
Twenty (20) years up to Twenty-five (25) years	13	12.000 hours bi-weekly
Twenty-five (25) years and over	15	13.846 hours bi-weekly

STAFF-DUTY EMPLOYEES

<u>Length of Continuous Service</u>	<u>Rate of Earned Vacation</u>
Up to Five (5) years	3.08 hours bi-weekly
Five (5) years up to Ten (10) years	4.62 hours bi-weekly
Ten (10) years up to Sixteen (16) years	6.15 hours bi-weekly
Sixteen (16) years	6.46 hours bi-weekly
Seventeen (17) years	6.77 hours bi-weekly
Eighteen (18) years	7.08 hours bi-weekly
Nineteen (19) years	7.38 hours bi-weekly
Twenty (20) years up to Twenty-five (25) years	7.69 hours bi-weekly
Twenty-five (25) years and over	9.23 hours bi-weekly

Section 16.2

- a) The following shall apply to vacation leave:

A regular full-time employee may carry over a maximum of one calendar week of his earned vacation days from one year to the next and to accumulate vacation leave up to the following maximum units:

LINE-DUTY EMPLOYEES

One (1) year up to Five (5) years	185 hours
Five (5) years up to Ten (10) years	232 hours
Ten (10) years up to Fifteen (15) years	302 hours
Fifteen years up to Twenty-five (25) years	348 hours
Twenty-five (25) years and over	417 hours

STAFF-DUTY EMPLOYEES

One (1) year up to Five (5) years	120 hours
Five (5) years up to Ten (10) years	160 hours
Ten (10) years up to Fifteen (15) years	200 hours
Fifteen years up to Twenty-five (25) years	240 hours
Twenty-five (25) years and over	280 hours

- b) Vacation leave shall be determined by length of continuous service.
- c) Vacation leave shall not be granted during any probationary period or unauthorized work stoppage.
- d) Choice of vacation dates by employees shall be granted whenever practicable without jeopardizing the work requirement of the Fire Department as determined by the Fire Chief. The policy established will address the contractual leave days of the members. Seniority within rank shall prevail when requested vacation dates conflict, in accordance with the policy established by the Fire Chief. The Labor Management Committee will annually schedule a meeting for no later than November 15 of each year to review leave policies of the Department. At this meeting a date will be established when leave requests must be scheduled for the upcoming year.
- e) If an employee terminates employment in good standing, he shall be entitled to be paid for any unused accrued vacation time. On the death of an employee entitled to an unused accrued vacation allowance, the allowance shall be paid to his estate.
- f) To be granted vacation leave, an employee must submit a prior written, signed request to the Fire Chief or his designated representative for approval in accordance with the policy established by the Fire Chief.

- g) In the event that an employee is on authorized sick leave the day prior to or following vacation time, proof of illness for such sick leave shall be required unless otherwise waived by the Fire Chief.
- h) For cash out purposes only, an employee with twenty (20) or more years of service with the City of Mentor will be permitted to cash out up to four hundred and thirty-two (432) hours of accrued but unused vacation time (if available).

ARTICLE 17 INJURY ON DUTY (“IOD”) PAY

Section 17.1

- a) Any regular full-time employee of the Fire Department who sustains an injury or contracts an occupational disease as those terms are defined in R.C. §4123.01 in the course of and arising out of his or her employment with the City and is temporarily and totally disabled shall continue to receive his or her full salary and health insurance benefits during the period of temporary total disability (“IOD Pay”); except if any such employee then has completed 25 years of service and/or becomes eligible for a pension, then IOD Pay may cease. In view of the emergency nature of fire department work, IOD Pay under this Article shall continue for up to six (6) consecutive calendar months from the date of injury contingent upon submission of medical evidence of continuing temporary and total disability. Said payments may continue for an additional six (6) months at the sole and exclusive discretion of the City Manager or designee. In no event shall said payments continue for more than one (1) year from the date of injury.
- b) The City Manager may require at regular intervals of three (3) months written proof of continuing disability from the employee’s physician, or every thirty (30) days if the condition so requires, and the City Manager may also require an examination of the employee by a physician of the City Manager’s choice to determine the extent and probable duration of the disability. If such examination concludes that the employee is physically able to return to his or her regularly assigned full-time duties or any light duty assignment within his or her physical restrictions, the City Manager will direct the employee to return to work on his next regularly scheduled shift or on a date determined by the City Manager. An employee medically cleared to return to work in any capacity is not eligible for IOD Pay. Failure to return as directed will be considered as voluntary termination unless an appeal is filed with the City Manager.
- c) In the case of an injury or illness arising out of and/or during the course of employment with the City of Mentor which causes the employee to be temporarily and totally disabled and unable to report for work, his sick leave shall not be charged.
- d) Employees seeking IOD Pay must submit an Ohio Bureau of Workers’ Compensation form MEDCO-14 completed and signed by a physician which designates them as temporarily and totally disabled to the City to be eligible for IOD Pay. Failure to submit a

complete, signed MEDCO-14 form may result in denial of IOD Pay. The MEDCO-14 will be proof of continuing disability as required by Section 17(a).

- e) An employee may not receive IOD Pay for time taken off work to attend appointments related to the at-work injury after he or she is deemed fit to return to his or her regularly assigned duties or any light duty assignment. An employee may receive flex time to accommodate necessary follow-up medical appointments related to an at work injury or occupational disease if approved by the Fire Chief or his designee.

Section 17.2

All employees shall report an injury or occupational disease incurred while in the discharge of his duties to his Battalion Chief (Shift Commander), a Deputy Fire Chief or the Fire Chief as soon as possible after its occurrence, but no later than the end of the regular work schedule of the day in which such injury or occupational disease occurs or becomes manifest. In the event of an injury or occupational disease incurred in the discharge of his duties an employee shall submit a complete report of such incident on a Workers' Compensation Report of Injury form within seventy-two (72) hours of its occurrence unless otherwise excused from doing so by his shift or unit commander. Failure to submit a complete report of a job connected injury or occupational disease as specified herein shall be grounds for disciplinary action and denial of the claim and or IOD Pay.

Section 17.3

An employee working a light duty assignment on a 40 hour per week basis due to injury or illness which is the direct result of a certified job related injury with the City of Mentor, shall continue to accrue all benefits at the 49.8 hour per week rate for a period not to exceed three months. In such cases, disability leave will be charged for those hours between 40 and the number of hours the employee would otherwise have worked on his normal 24 on/48 off schedule (i.e., either 48 or 72) subject to the provisions of Section 17.1(c).

Sick leave may not be used in lieu of IOD Pay in instances when the employee is cleared for light duty by a physician, and the City has light duty available consistent with the employee's physical limitations, and requests that the employee perform such light duty assignment. An employee working in a light duty status may use sick leave for injuries or illnesses unrelated to an injury or illness not subject to IOD Pay.

Section 17.4

The City shall withhold IOD Pay to any employee who is guilty of submitting a false claim or abuse of the privileges covered in this Article or who engages in employment for another employer, including self-employment, while receiving IOD Pay. Such actions shall be grounds for disciplinary action and the employee will be required to reimburse the City for IOD Pay improperly received.

Section 17.5

Employees receiving temporary total disability payments from Bureau of Workers Compensation are not entitled to any additional paid leave benefits of any kind during the period for which the employee is receiving payments. If such payments from the Bureau of Workers Compensation are received by the employee, the employee shall remit said payments to the city.

ARTICLE 18 SPECIAL LEAVE

Section 18.1

The Fire Chief may with the written approval of the City Manager authorize an employee to be absent for personal reasons without pay or other economic benefits, for a period not to exceed five (5) working days in a calendar year.

Section 18.2

- a) The City Manager may authorize special leaves of absence, with or without pay or other economic benefits, for a period not to exceed three (3) calendar months in any one (1) calendar year for the following purposes:
 1. Emergency military service in the Armed Forces of the United States.
 2. Urgent personal business requiring the employee's attention for an extended period such as settling estates, fire or natural disaster.
 3. Liquidating a business, service on a jury and attending Court as a witness and for purposes other than the above that are deemed beneficial to the City service.
- b) The City Manager may authorize special leaves of absence, with or without pay or other economic benefits, for a period not to exceed one (1) calendar year, for attendance at college, university, business school or other academic institutions as may be authorized for the purpose of training in subjects related to work of the employee, and which will benefit the employee and the City service.

Section 18.3

Except where circumstances will not permit, requests for special leaves, as provided in Section 18.1 and 18.2, will be presented in writing to the Fire Chief at least ten (10) working days in advance of the proposed effective date of the leave. Approved leave will be granted in writing and will specify the period of leave authorized. Failure to return on the specified day during such leave will be considered automatic termination. Engaging in other employment during such leave without prior written approval of the City Manager will be considered automatic termination.

Section 18.4

An employee on leave without pay shall not accrue vacation or sick leave, provided, however, that an employee entering or leaving active work status under the provisions of this Article shall receive the full bi-weekly accruals for sick leave and vacation if he works or is on paid leave status for two (2) or more twenty-four (24) hour shifts (or forty (40) or more hours if in a staff assignment) for a given pay period. An employee on leave without pay for more than 30 days shall not accrue service toward longevity compensation, vacation accrual, or seniority. All unauthorized and unreported absences shall be considered absence without leave and deduction of pay shall automatically be made for the period absent. Absence without notice or authorization for three (3) consecutive working days shall be considered voluntary termination.

ARTICLE 19 PERSONAL LEAVE

Section 19.1

Employees who have successfully completed 1 year of service shall be entitled to one (1) working day per calendar year for personal leave. Said personal day shall not be charged to the employee's accumulated sick leave.

(NOTE: Employees assigned to work in staff positions shall receive two (2) personal days per year, provided they have successfully completed one (1) year of service. Neither personal day shall be charged to the employee's accumulated sick leave.)

Section 19.2

To be eligible to take a personal day, employees must provide the Chief with a written signed request for personal leave at least twenty-four (24) hours in advance for approval, unless otherwise authorized by the Chief or his authorized representative.

ARTICLE 20 EMPLOYEE GROUP INSURANCE

Section 20.1

Employees are eligible to subscribe to the following employee group insurance plans upon appointment:

- a) The City shall provide hospitalization and medical benefits substantially comparable to that provided by the City of Mentor health care plan.
- b) The City shall provide a prescription drug plan that has a co-payment of fifteen dollars (\$15.00) for generic drugs and a copayment of twenty-five (\$25.00) for name brand drugs.

- c) Effective January 1, 2012, the City shall provide a prescription drug plan that has a co-payment of fifteen dollars (\$15.00) for covered generic drugs, and twenty-five dollars (\$25.00) for covered formulary drugs, and sixty dollars (\$60.00) for covered non-formulary drugs.

If a prescription is available through the City's mail order prescription drug plan, covered individuals are encouraged to use the mail order plan. For all maintenance-type prescription drugs (i.e., the prescription drug is required to be taken for 90 days or more), and the covered individual does not use the mail order process for that prescription, the co-payment required at the time of purchase at a retail pharmacy for the prescription will be thirty dollars (\$30.00) for generic drugs and fifty dollars (\$50.00) for name brand drugs, effective at the time of the third, 30-day fill of the prescription (i.e., the first two 30-day maintenance-type prescriptions at a retail pharmacy will be at the regular co-payment rates and the third 30-day maintenance-type prescription at a retail pharmacy will be at the increased co-payment rate). The City will take steps to ensure that covered individuals are notified of the applicability of this provision to their individual prescriptions and when failure to use the mail order prescription drug plan will result in increased co-payments.

Effective January 1, 2012, if a prescription is available through the City's mail order prescription drug plan, covered individuals are encouraged to use the mail order plan. For all maintenance-type prescription drugs (i.e., the prescription drug is required to be taken for 90 days or more), and the covered individual does not use the mail order process for that prescription, the co-payment required at the time of purchase at a retail pharmacy for the prescription will be thirty dollars (\$30.00) for covered generic drugs and fifty dollars (\$50.00) for covered formulary drugs, and one hundred twenty dollars (\$120.00) for covered non-formulary drugs, effective at the time of the third, 30-day fill of the prescription (i.e., the first two 30-day maintenance-type prescriptions at a retail pharmacy will be at the regular co-payment rates and the third 30-day maintenance-type prescription at a retail pharmacy will be at the increased co-payment rate). The City will take steps to ensure that covered individuals are notified of the applicability of this provision to their individual prescriptions and when failure to use the mail order prescription drug plan will result in increased co-payments.

- d) The City shall provide dental and orthodontia coverage with the schedule of benefits, conditions, and limitations in accordance with the terms of the group plan purchased (or the plan adopted, if self funded).
- e) Accidental death or dismemberment insurance coverage in the amount of twelve thousand (\$12,000.00) dollars, with eligibility and the coverage amount for employees age sixty-five (65) and older to be in accordance with the terms of the group policy.

- f) Term life insurance coverage in the amount of forty thousand (\$40,000.00) dollars, with eligibility and the coverage amount for employees age sixty-five (65) and older to be in accordance with the terms of the group policy.
- g) 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 workers' compensation claim for exposure only, the City agrees to pay for blood testing and related immediate treatment necessary to determine if an infectious disease has been contracted. 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 20.2

The City reserves the right to change insurance carriers or self-insure at its discretion, providing such benefits are substantially comparable to those being presently provided. Effective January 2006, a committee shall be established to review health care proposals in anticipation of the City's yearly health care renewals. This committee shall include a representative chosen by the Union.

Section 20.3

Upon execution of this Agreement, the City will provide health insurance under the following provisions:

- a) The Employer will pay ninety-five percent (95%) and the employees will pay five percent (5%) of the monthly health care premium cost up to the following caps, whichever is less:
 - Effective January 1, 2011 - Forty dollars (\$40.00) for single
and eighty-two dollars and fifty cents (\$82.50) for family coverage.
- b) Effective January 1, 2012 the Employer will pay ninety-five percent (95%) and the employee will pay five percent (5%) of the monthly health care premium cost. without a cap.
- c) Effective January 1, 2013, the employer will pay ninety (90%) and the employee will pay ten percent (10%) of the monthly healthcare premium cost without a cap.
- d) An annual deductible of two hundred dollars (\$200.00) for single coverage and four hundred dollars (\$400.00) for family coverage. The deductibles will not be applied to health care services defined as "preventative" by the health care provider.

- e) Ten percent (10%) coinsurance for all services up to a maximum of four hundred dollars (\$400.00) for single coverage and eight hundred dollars (\$800.00) for family coverage per year.
- f) A co-pay of fifteen dollars (\$15.00) per visit for office visits to any provider of medical services and twenty dollars (\$20.00) per visit to any medical specialist.
- g) A co-pay of seventy-five dollars (\$75.00) per visit for the employee and each covered individual to an emergency room.
- h) Effective January 1, 2012, one hundred percent (100%) of the additional cost of healthcare coverage for over age dependent children shall be at the employee's expense.

ARTICLE 21 SENIORITY

Section 21.1

- a) All newly hired employees shall be required to serve a probationary period of one year. Management reserves the right to extend probation an additional six (6) months if it deems necessary. In no case shall the probationary period extend beyond eighteen (18) months unless mutually agreed otherwise.
- b) Firefighters shall successfully complete the minimum basic fire training required by the State of Ohio during their first year of employment.
- c) During the employee's probationary period the City shall have the sole discretion to discipline or discharge such employee(s) and any such action shall not be appealable through any grievance or arbitration procedure contained herein or to any Civil Service Commission except that such employee(s) who have served twelve (12) months of the probationary period shall be allowed to appeal disciplinary action, excluding discharge or termination.
- d) All newly promoted employees will be required to serve a promotional probationary period of one (1) year. During such period the City shall have the sole discretion to demote such employee to his previous position and any such demotion shall not be appealable to any grievance or appeal procedure contained herein or to any Civil Service Commission.

Section 21.2

The seniority rights of employees shall be based upon length of continuous service only and shall be determined from the date such employees were officially appointed to the Department as regular full-time firefighters.

Section 21.3

No employee shall attain seniority rights under this Agreement until he has successfully completed his probationary period. Upon successful completion of the employee's probationary period, his seniority shall date back to the date of his original employment as a regular full-time member of the Department.

Section 21.4

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 amongst those appointed and so on down in that order.

Section 21.5

If an employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee and shall be subject to the provisions of Section 21.1, above.

Section 21.6

Length of continuous service with the City means uninterrupted continuous service with the Fire Department from the date of employment or from the date of re-employment. Continuous service with the City shall govern service requirements for economic and non-economic benefits including but not limited to advancement within the compensation schedule, vacations, holidays, retirement, leaves of absence, and longevity.

Section 21.7

Approved leaves of absence, with or without pay, of thirty (30) calendar days or less duration, shall not interrupt continuous service and shall not be deducted from total service time.

Section 21.8

Approved leaves of absence, without pay, in excess of thirty (30) calendar days, except for extended service with the Armed Forces of the United States, shall be deducted in computing total service, but shall not serve to interrupt continuous service, except as provided in Article 18, Section 18.4 (Special Leave).

Section 21.9

An employee will lose all seniority and continuous service with the City if such service is interrupted for any of the following reasons:

- a) He quits or retires.
- b) He is discharged for just cause.
- c) He fails to return to work at the end of an approved leave of absence.
- d) He fails to return to work from layoff within fourteen (14) calendar days from date of recall.
- e) His layoff is continuous for a period of twenty-four (24) consecutive months.

Section 21.10

The City shall maintain a roster of employees arranged according to seniority as defined in this Article showing name, date of official appointment, date of promotion, if applicable, and position class, and shall furnish a copy to the Union by February 1 of each year.

ARTICLE 22 REDUCTION IN FORCE, LAYOFF AND RECALL

Section 22.1

Whenever the City shall determine to reduce its force in the Fire Division based on a lack of work or funds or for causes other than those constituting grounds for discipline, such changes shall be made in accordance with the following sections.

Section 22.2

The City shall determine the rank and/or classification and number of employees to be laid-off. The Employer will notify the Union and affected employees fourteen (14) calendar days prior to the effective day of displacement of layoff. During the fourteen (14) day period, the Employer and the Union shall meet to discuss the City's action, upon request of either party.

Section 22.3

In the event of a reduction in force, employees in the Fire Department will be laid-off in inverse order of their seniority with the Department.

Section 22.4

Except as provided in Section 21.9(e) length of continuous service will accrue during periods of layoff.

Section 22.5

In the event that a position in the Fire Department above the rank/classification of Firefighter is to be laid-off or displaced, the incumbent in the higher rank with the least amount of seniority within the Department shall be reduced to the next lowest rank/classification and shall displace the employee with the least seniority within the Department in such rank/classification. Displacement by rank/classification shall continue based on seniority within the Department until the rank of Firefighter is reached through the displacement process.

Section 22.6

The Employer shall notify affected employee(s) in writing either by hand delivery or certified mail at least fourteen (14) calendar days prior to the date of displacement and or layoff.

Section 22.7

Employees who have been reduced in rank or laid-off shall be placed on a recall list in order of prior rank and seniority within the Department for a period of two (2) years. If within a two (2) year period of an employee's reduction in rank or layoff, the City determines to re-establish and fill vacated ranking positions, demoted employees will be placed into the next ranking position that becomes available based on seniority within the Department or recalled.

Section 22.8

Affected employees shall be notified in writing by the Employer of their eligibility for reinstatement upon the Employer determining to re-establish a ranking position or recall to such positions. Written notice shall be hand delivered or sent certified mail. Affected employees shall have ten (10) calendar days from the date of receipt within which to notify the Employer, in writing, of their acceptance or rejection of the offer of return to a ranking position or reinstatement. Failure of the employee to notify the Employer of his decision shall be considered a rejection of the offer of return to a ranking position or reinstatement. Employees shall be required to return to service within fourteen (14) calendar days of notice to return to service.

Section 22.9

Any employee reinstated or reemployed under this Article shall not serve a probationary period upon reinstatement or reemployment except that an employee demoted or laid-off during an original or promotional probationary period shall continue their probationary period.

Section 22.10

Nothing in the above shall limit or be construed to limit the right of the City to continue its use of and determine the number of part-time Fire Department personnel that may be required to provide maximum fire protection service.

ARTICLE 23 PROMOTIONAL PROCEDURE

Section 23.1

All promotions from the position of Firefighter to Fire Lieutenant (Station Officer); from Fire Lieutenant (Station Officer) to Battalion Chief (Shift Commander); and from Battalion Chief (Shift Commander) to Deputy Fire Chief shall be made in accordance with the following provisions, notwithstanding any Civil Service Laws or Regulations that may be inconsistent herewith.

Section 23.2

A Civil Service exam(s) shall be given and a promotional list of successful applicants shall be compiled in accordance with the Rules and Regulations of the Civil Service Commission.

Section 23.3

Following the establishment of a certified Civil Service list, whenever a vacancy exists, a promotional committee shall be created.

The composition of the committee, for promotion to the position of Fire Lieutenant (Station Officer) or Battalion Chief (Shift Commander) shall consist of five (5) persons as follows: the Fire Chief or his designee, one other member designated by the City, and two (2) members selected by the bargaining unit by whatever means they choose, and an Arbitrator mutually agreed upon or selected from an American Arbitration panel.

The five-member committee shall interview the candidates under consideration (3 for 1 vacancy; 5 for 2 vacancies; 7 for 3 vacancies; etc.) All committee members shall be aware of the rank order of the candidates with the top ranking candidate receiving first consideration for the vacant position. The committee shall maintain the right to recommend a lower ranking candidate for appointment by the City Manager to the vacant position, however.

For promotion to Deputy Fire Chief, a four member promotional committee shall be formed and shall consist of the City Manager, the Fire Chief, a Deputy Fire Chief, and a Union representative. The Union representative shall act in a non-voting capacity. The three voting members of the committee (The Fire Chief, the Deputy Fire Chief, and the City Manager) shall evaluate the candidates and recommend the individual it deems most qualified for the position out of a grouping of three (3) applicants for one position (five applicants for two positions; seven applicants for three positions, etc.), in the order of the Civil Service list.

Section 23.4

The committee shall develop its own procedures to fairly and adequately evaluate the candidates, review personnel files and interview candidates. Such committee shall be created and meet within thirty (30) days of the establishment of the Civil Service list, if possible. If the committee chooses

to review personnel files of the candidates, committee members are to maintain strict confidentiality of the contents thereof as well as all discussions of the committee regarding individual candidates.

Section 23.5

The committee shall conduct similarly-structured oral interviews of the individuals being interviewed. The committee shall evaluate the individuals and recommend the individual it deems most qualified for the position out of a grouping of three (3) applicants for one position (five applicants for two positions; seven applicants for three positions, etc.), in the order of the Civil Service list.

Votes taken by the committee shall be by secret ballot and the only results released shall be the name(s) of the candidate(s) being recommended for appointment.

If requested by the candidate, feedback will be provided regarding his strengths and shortcomings relative to the promotional evaluation process. The Fire Chief or his designee or a designee of the City Manager shall provide such feedback.

ARTICLE 24 OUTSIDE EMPLOYMENT

Section 24.1

With proper written notification to the Fire Chiefs office, employees may engage in outside employment under appropriate circumstances providing the scope of such employment does not result in a conflict of interest, subject the City to embarrassment or public criticism, or demean the image of the Mentor Fire Department. Such outside employment shall not conflict or interfere in any manner with the employee's ability to effectively and impartially perform the duties of his position and the total amount of employment shall not interfere with the employee's ability to properly perform his duties during his scheduled working hours. The employee will provide the Fire Chiefs office in writing with the name, address and telephone number of his outside employer, or, in the case of self-employment, his self-employment telephone number, so that he may be contacted if necessary. If an employee's outside employment is detrimental to the City, it shall be terminated upon notification in writing to the employee by the City Manager. Any employee who engages in employment outside of his regular working hours shall be subject to call to perform his regular duties first.

ARTICLE 25 PERSONNEL FILES

The City shall maintain a complete personnel file for each employee and an employee shall have the right to receive a copy of material placed therein.

- a) An employee shall have access to his official personnel file located in the City Manager's office during regular hours of that office upon giving a written request to the Fire Chief twenty-four (24) hours in advance and provided that there shall be no undue interference with the normal routine of the Fire Department and City Manager's office. Under no circumstances shall the personnel files be removed from the City Manager's office by the employee, and his access to the file shall be only in the presence of someone in authority in that office.
- b) If an employee's personnel file is duly subpoenaed in accordance with law, the employee shall be notified at the earliest possible time.
- c) An employee may request that information be included in his official personnel file provided that such information relates to his employment with the City. Such request shall be made to the City Manager's office for approval by the City Manager or his designee.
- d) The Union Executive Board shall have access to the official personnel file of an employee at reasonable times during regular office hours, after having given reasonable notice to the Fire Chief as provided in (a) above and provided it first shall have obtained and provided the Fire Chief with the express written approval of that employee.

ARTICLE 26 EMPLOYEE RIGHTS

When any complaint or charge arising out of the employee's performance of official duties being investigated would constitute a crime under local, State or Federal law, no statement shall be taken from the employee nor shall he be interrogated, except in accordance with the following procedure:

- a) The employee shall first be advised of the criminal charge(s) against him either by the Chief or his commanding officer, and he shall be advised of his right against self incrimination and his right to legal counsel.
- b) The employee shall be informed of the nature of the investigation prior to any interrogation. Such charges shall be reduced to writing and given to the employee who shall acknowledge receipt in writing.

- c) Interrogating sessions shall be for reasonable periods and shall provide for personal necessities and rest periods as may be necessary. The complete interrogation shall be recorded, including rest periods, and there shall be no unrecorded question or statement.
- d) If the employee under interrogation is under arrest, or is likely to be placed under arrest, he shall be completely informed of all his rights prior to the commencement of the interrogation.
- e) The employee under interrogation shall not be subjected to offensive language or threatened. No promise or reward shall be offered as an inducement to answering any questions.
- f) The interrogation shall be conducted at a reasonable hour, preferably at a time when -the employee is on duty unless the seriousness of the investigation mandates an immediate interrogation.
- g) The employee will be advised if any type of recording device is to be used to record or transcribe any conversation during the interrogation.
- h) The employee will be informed of the rank, name and command of the officer in charge of the interrogation, the interrogating officer, and all persons present during the interrogation.
- i) No personal information concerning the employee, nor photographs will be given to the press or news media without his written consent, unless required by law.

ARTICLE 27 FIRE PROFESSIONALISM

Section 27.1

The City Manager, Fire Chief and employees of the Mentor Fire Department recognize that the fire service is a profession that is dedicated to and responsible for the preservation of life and property in the community. As such, the parties agree that differences shall be resolved by peaceful, appropriate and lawful means without interruption of the established responsibilities and activities of the department. There shall be no interruption of fire services, for any cause whatsoever by the Union or the employees it represents, nor shall there be any concerted effort by them not to report for duty, nor shall they absent themselves from their work, stop work or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket the City's premises. There shall be no strikes, sit-downs, slowdowns, feigned illnesses, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of the City.

Section 27.2

Any employee who engages in any activity prohibited by Section 26.1 shall be subject to disciplinary action by the City up to and including discharge.

ARTICLE 28 DISCIPLINE

Section 28.1

The City and Union agree that the department may review or inquire of any employee's performance relative to investigative, enforcement and fire-rescue techniques, reports, attitude or other duty-related activities. Such review or inquiry shall not be deemed to be a disciplinary inquiry or hearing.

Section 28.2

- a) Discipline shall be imposed for just cause.
- b) Any disciplinary charge(s) brought by the City against an employee must be provided in writing to the employee within a reasonable time period following discovery of the alleged offense within which investigation and presentation of the charge(s) will be made.
- c) In the event the City intends to discipline an employee, a pre-disciplinary hearing before the Fire Chief or his designee shall be offered. The City shall provide notice of the hearing, which shall include a description of the charges and the allegations giving rise to the charges. Notice of the pre-disciplinary hearing shall be provided at least forty-eight (48) hours in advance of the hearing, unless emergency circumstances require shorter notice. An employee shall have the right of Union representation at any such pre-disciplinary hearing. At hearing, the Fire Chief or his designee shall restate the allegations and charges against the employee and provide the employee an opportunity to respond. An employee may waive their right to a pre-disciplinary hearing.
- d) Upon conclusion of the pre-disciplinary hearing, the Fire Chief or his designee shall have five (5) calendar days in which to issue his or her decision, unless extended by mutual agreement. A copy of the findings shall be provided to the employee, the Union, and the City.
- e) The City, Union or employee shall have the right to use a recorder or stenographer during any disciplinary hearing, with the cost, if any, to be assumed by the party actually requiring such record. A party recording such a disciplinary hearing shall give notice of such to the other parties.

Section 28.3

Any employee who is found guilty of charges and subject to suspension, dismissal or demotion shall have the right to request a hearing before the Safety Director or designee. Such request shall be made in writing by the employee to the Safety Director or designee within seven (7) calendar days of notice of disciplinary action. The Safety Director or designee shall hold such hearing within ten (10) calendar days of his receipt of such written request.

The hearing will be informal in nature with the employee, member of the Union Negotiating Committee, if represented, and Fire Chief or designee present. Such hearing shall be closed to the public including the press, unless it is mutually agreed by the parties that it be an open hearing, or unless it is determined by the City Law Director that such closed hearing is a violation of State law. The Safety Director or designee may uphold, increase or reduce the severity of punishment should this, in his judgment, be warranted.

Section 28.4

Any employee who is found guilty of charges and subject to dismissal, demotion or suspension (or any other discipline that results in a loss of pay or benefits) may appeal such discipline by filing a grievance directly to the City Manager at Step 4 of the grievance-arbitration procedure, which shall be the sole and exclusive method of resolving such disputes. The grievance should be filed with the City Manager within ten (10) calendar days of receipt of the Fire Chief's decision, or filed with the City Manager within ten (10) calendar days after receipt of the decision of the Safety Director if a hearing under Section 27.3 is requested.

Section 28.5

In situations where an official documented reprimand is to be given an employee, the employee may request that an on-duty shift officer be present. Such officer shall be called to attend if available at the time such reprimand is to be given. This Section shall only apply when such reprimand is given at a departmental facility under non-emergency conditions.

In cases of written reprimands, copies of such written reprimands shall be issued directly to the employee, either in person or through certifiable service. Employees who have received a verbal or written reprimand may appeal such disciplinary action directly to the Fire Chief, at Step 3 of the grievance-arbitration procedure. The grievance should be filed with the Fire Chief within ten (10) calendar days of receipt of the reprimand.

ARTICLE 29 HEALTH AND SAFETY

Section 29.1

Both parties to this Agreement hold themselves responsible for mutual cooperative enforcement of safety rules and regulations.

Section 29.2

A Joint Health and Safety Committee shall be formed by the City and the Union. Said Committee shall consist of not more than three (3) representing the Union and three (3) representing the City, and shall meet as necessary to review or recommend safety and health conditions. Union members authorized to represent the Union at meetings of the Joint Safety Committee will be paid for time spent at such meetings, but only for the hours they would otherwise have worked on their regular work schedule, except when in the sole judgment of the Fire Chief such leave from duty will create a shortage of full-time personnel on duty in which case such leave shall not be granted and other mutually agreeable arrangements shall be made.

Section 29.3

The City agrees to make every reasonable effort to maintain in safe working condition facilities and equipment provided and required by the City to carry out the duties of each position. Employees shall take proper precautions and follow established safety procedures to ensure maximum safety in operating and handling equipment and materials used in the performance of their duties. Defects in such equipment and materials which may constitute a safety hazard, as well as unsafe conditions or procedures, shall be reported through the chain of command to the Fire Chief.

ARTICLE 30 RULES AND REGULATIONS

Section 30.1

When existing departmental rules and regulations are changed or new rules and regulations are established, they shall be posted prominently on the fire station bulletin board. The City further agrees to furnish each employee with a copy of all existing and/or new departmental rules and regulations which are the property of the City. New employees shall be provided with a written copy of departmental rules and regulations at the time of appointment.

Section 30.2

The City will make every effort to uniformly apply and interpret departmental rules and regulations and written departmental policies and procedures to all regular full-time employees under similar circumstances.

Section 30.3

Departmental rules and regulations shall not apply to off-duty conduct of regular full-time employees except when such conduct affects the integrity and effective and efficient operation of services provided by the Mentor Fire Department and the City.

Section 30.4

Whenever possible, new departmental rules and regulations and changes to existing departmental rules and regulations shall be posted on the fire station bulletin board at least one shift prior to their implementation.

ARTICLE 31 BULLETIN BOARDS

Section 31.1

The City shall provide space on bulletin boards at locations designated by the City in each full-time fire station to be used by the Union for posting notices of interest to its members.

Section 31.2

The Union will supervise the placement of material on bulletin board space provided to the Union subject to the approval of the City. Only material authorized by the Union President will be posted thereon. Such information shall not be inflammatory or derogatory of the City or its employees. The City will call to the attention of the Union any posted material it considers inflammatory or derogatory or otherwise inconsistent with the spirit of this Article and the Union will have the material removed.

ARTICLE 32 DISCRIMINATION

Section 32.1

Neither the City nor the Union shall discriminate against any employee because of such employee's race, color, religion, sex, age or national origin, or because such employee is disabled or based upon any other classification protected by federal, state or local law. The City and the Union will attempt to reasonably accommodate employees with disabilities and with religious requirements necessitating accommodation subject to such accommodation causing the City and/or the Union an undue hardship. The City and the Union expressly prohibit any form of retaliatory action against any employee availing him or herself to the benefits of this Article.

Section 32.2

The Union expressly agrees that membership in the Union is at the option of the employee and that they will not discriminate with respect to representation between members and nonmembers.

Section 32.3

All employees must behave in a professional manner and that all employees are responsible for assuring that the workplace and any work related setting are free from sexual and other illegal workplace harassment. Other illegal workplace harassment includes any type of harassment based on color, race, creed, religion, sex, age, national origin, marital or veteran status, disability, handicap or any other classification protected by federal, state and local law.

In support of this Section, the City expressly prohibits offensive or inappropriate behavior at work, including, but not limited to: (a) unwelcome sexual advances; (b) requests for sexual favors; and/or (c) all other verbal or physical conduct of a sexual or otherwise offensive nature where: (i) submission to such conduct is made either explicitly or implicitly a term or condition of employment; (ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; (iii) such conduct has the purpose or effect of creating an intimidating, hostile or offensive working environment.

Other illegal harassment consists of unwelcome conduct (verbal, non-verbal, physical) that denigrates, shows hostility or aversion toward an individual or his/her relatives, friends or associates because of race, color, gender, pregnancy, national origin, religion, age, disability status, military status, veteran status or any other status protected by law. Examples of prohibited conduct include: epithets, slurs, negative stereotyping and written/graphic material or jokes that show hostility or prejudice.

Any employee who has a complaint of sexual or other illegal harassment at work by anyone, including supervisors, co-workers, or visitors, must bring the problem to the attention of the City Manager's office. Upon receipt of such complaint, the City will undertake an investigation ensuring confidentiality to the maximum extent possible. Should the investigation result in a finding of harassment of one employee by another employee or employees, disciplinary action as defined in Article 27, up to and including termination, will be taken against the offending employee(s).

The City expressly prohibits any form of retaliatory action against any employee availing him or herself to the benefits of this policy. This includes, but is not limited to, making complaints or participating in an investigation concerning sexual and other illegal workplace harassment.

ARTICLE 33 GENERAL PROVISIONS

Section 33.1 Fire Station Conditions

- a) The City and Union agree to make every reasonable effort to maintain fire stations in clean, safe and sanitary condition.
- b) The City agrees to provide and make available all supplies required, in the opinion of the City, in the day to day maintenance and upkeep of all fire stations. When needed, requests for such items shall be made by the Fire Lieutenant (Station Officer) for approval by the Fire Chief.
- c) Furniture, beds, appliances and other furnishings in the fire stations, as determined by the Fire Chief, will be maintained in good condition to insure durability and quality. Dishes and silverware will be of good quality, as determined by the Fire Chief, and replaced when damaged or broken, such replacement to be at the City's expense unless the need for replacement is the result of negligence of the employee. Upon determination by the City that the main TV/VCR in each station needs replacement, the City will pay 1/3 the cost of a comparable replacement.
- d) Once each calendar year the City shall provide to the Union a list of major repairs to facilities and equipment which have been approved in the budget appropriation for that year. Such major repairs shall be performed under outside contract except when an emergency condition requires that regular full-time employees perform such major repairs as are necessary to meet the emergency conditions. Questions or problems regarding major repairs may be brought to the Labor-Management Committee for discussion at the request of either party.

Section 33.2 Shift Transfers and Temporary Assignments

- a) Whenever possible, at least two (2) shifts notice shall be given in the event that a regular full-time employee is to receive a regular transfer from one shift to another shift.
- b) The City will provide locker space for a regular full-time employee temporarily assigned from one station to another. A regular full-time employee temporarily assigned from one station to another will be provided with transportation to such temporary assignment if determined to be necessary and appropriate by the on-duty Battalion Chief (Shift Commander).

Section 33.3 Fire Response

An off-duty firefighter shall be considered to be acting in the line of duty when he responds to any situation within the City of Mentor requiring that he render assistance as a firefighter. In this event the ranking officer on duty shall be notified as soon as possible.

ARTICLE 34 PARENTAL LEAVE

Section 34.1 Introduction

The employer, upon written request of an affected bargaining unit employee, shall grant such employee a leave of absence without pay, after the employee exhausts all accrued, paid leave and subject to the following.

Section 34.2 Length of Leave

Leaves of absence shall be limited to the period of time that the affected employee is unable to perform the substantial and material duties of the employee's position. This period may include reasonable pre-delivery, delivery, and recovery time, as certified by a physician, not to exceed six (6) months. If the employee is unable to return to active work status within six (6) months, such employee may be granted a reasonable extension.

Section 34.3 Physician's Certificate

An affected employee requesting a leave of absence without pay must present, at the time the request is made, a physician's certificate stating the probable period for which the employee will be unable to perform the substantial and material duties of the employee's position due to pregnancy, childbirth or related medical conditions.

Section 34.4 Sick Leave Usage

An affected employee shall use all the employee's accumulated sick leave credit only for the period of time, as certified by the physician's certificate, that the employee is unable to work as a result of pregnancy, childbirth or related medical conditions, prior to obtaining an unpaid leave. An employee using sick leave credit shall not be prevented from receiving a leave of absence without pay for the remainder of the period as defined above.

Section 34.5 Vacation Leave Usage

An affected employee shall use all of the employee's accumulated vacation leave at any time prior to or following childbirth, prior to obtaining an unpaid leave.

Section 34.6 Request for Leave

Requests for leave of absence, sick leave, personal leave or vacation leave made pursuant to this Article is administered by the City and its internal line of supervision.

ARTICLE 35 GENDER AND PLURAL

Section 35.1

Whenever the contract so requires, the use of words herein in the singular shall be construed to include the plural, and the words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for the purpose of convenience only and it is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 36 OBLIGATION TO NEGOTIATE

Section 36.1

The City and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 36.2

Therefore, for the life of this Agreement, the City and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 37 CONFORMITY TO LAW

Section 37.1

This Agreement shall be subject to and subordinated to any applicable present and future federal and state laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

Section 37.2

If the enactment of legislation, or a determination by a court of final and competent jurisdiction renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

ARTICLE 38 SUBSTANCE TESTING AND ASSISTANCE

Section 38.1

Drug and alcohol screening/testing shall be conducted upon reasonable suspicion which means that the employer possesses facts that give rise to reasonable suspicion that an employee is currently or had recently been engaging in the use of controlled substances or improper use of alcohol. In addition, the City shall have the right to drug screen/test employees in post accident situations on the employee driver of the City vehicle. Drug screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceedings. Under no circumstances may the results of drug screening or testing be released to a third party. The following procedure shall not preclude the employer from other administrative action but such actions shall not be based solely upon the test results.

Section 38.2

All drug and alcohol screening tests shall be conducted by licensed medical laboratories. The procedure utilized by the test lab shall include a chain of custody procedure and mass spectroscopy confirmation of any positive initial screening.

Section 38.3

Drug screening tests shall be given to employees to detect the illegal use of a controlled substance as defined by the Ohio Revised Code. If the screening is positive, the employee shall be ordered to undergo a confirmatory test of blood by 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 at a medical laboratory licensed by the State of Ohio of his choosing, at his expense. This test shall be given the same evidentiary value as the two previous tests. If at any point the results of the drug testing procedures conducted by the City specified in this Article are negative, (employee confirmatory tests not applicable) all further testing and administrative sections related to drug/alcohol testing shall be discontinued. Negative test results shall not be used against an employee in any future disciplinary action or in any employment consideration decision.

Section 38.4

Upon the findings of positive for a controlled substance by the chemical tests, the employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly engaged in the illegal use of a controlled substance. Upon the conclusion of such investigation, an employee who has tested positive for the presence of a controlled substance pursuant to this Section shall be referred to an employee assistance program or detoxification program as determined by appropriate medical personnel unless the employee has previously tested positive for and been found by the employer to have knowingly engaged in the illegal use of a controlled substance, refuses to participate in the EAP or counseling, or some

other unusual and/or exceptional facts exist so as to bypass the EAP, in which case the employer shall have the right to disciplinary action. An employee who participates in a rehabilitation or detoxification program shall be allowed to use accrued paid leave for the period of the detoxification program. If no such 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. Upon completion of such program and a retest that demonstrates the employee is no longer illegally using a controlled substance, the employee shall be returned to his position. Such employee may be subject to periodic retesting at the discretion of the employer upon his return to his position. Any employee in the above-mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed 90 days.

Section 38.5

If the employee refuses to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation, or if he tests positive at any time and has been found by the employer to have knowingly engaged in the illegal use of a controlled substance within three (3) years after his return to work upon completion of the program of rehabilitation, such employee shall be subject to disciplinary action. Except as otherwise provided herein, costs of all drug screening tests and confirmatory tests shall be borne by the employer. For the purpose of this Article, "periodic" shall mean not more than twelve (12) times per year, except that drug tests may be performed at any time upon "reasonable suspicion" of drug use.

Section 38.6

No drug testing shall be conducted without the authorization of the Fire Chief or his designee. If the Chief or his designee 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. Records of drug and alcohol testing shall be kept in the office of the Fire Chief and shall be kept confidential except as provided by the Ohio Public Records laws, however, test results and records may be used in future disciplinary actions as set forth in the Article.

Section 38.7

The employee and Local 1845 shall be given a copy of the laboratory report of both specimens before any discipline is imposed.

Section 38.8

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 four (4) years.

ARTICLE 39 TOTAL AGREEMENT

Section 39.1

This Agreement represents the entire agreement between the City and the Union and unless specifically and expressly set forth in the written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the City, except that any such modifications or discontinuances of a benefit or the administration of a benefit adversely affecting the bargaining unit as a whole, may be referred to the Labor-Management Committee prior to implementation, excluding emergencies.

Section 39.2

Prior to the submission of any issue to the Labor-Management Committee, pursuant to Section 38.1, above, such issue must be presented to the Union's Negotiating Committee, which shall determine whether the issue is, or is not, submitted to the Labor-Management Committee.

ARTICLE 40 DURATION

This Agreement shall be effective upon execution and shall remain in full force and effect through March 30, 2014, If either party wishes to renew or modify this Agreement, said party shall give written notice to the other party no later than 180 days prior to the termination date of its wish to renew or modify the Agreement and to negotiate such modification. If the request is to modify, the notification shall include a list of the Articles to be modified and the modifications requested as well as any new proposals. The requesting party shall also send a copy of the request to modify and a copy of the existing Agreement to the State Employment Relations Board.

The parties shall meet at a mutually agreeable time thereafter to discuss the proposals and to establish negotiating procedures to be followed.

If fifty (50) days before the expiration date of this Agreement, the parties have been unable to reach agreement, either party may request the State Employment Relations Board to intervene as provided in Section 4117.14 (C)(2) and succeeding paragraphs or the parties may develop mutually agreeable procedures for resolving outstanding issues in dispute.

In Witness Whereof, the parties hereto have set their hand this 4th day of November, 2011

For IAFF, Local 1845

Chief Negotiator

For the City of Mentor

Kenneth J. Filipiak, City Manager

Anthony J. Zampello,
Assistant City Manager

Richard Harvey, Fire Chief

Richard Hennig, Law Director

Thomas M. Grabarczyk, LRM, Inc.

LETTER OF AGREEMENT
REGARDING BATTALION CHIEFS (SHIFT COMMANDERS)
AND
FIRE LIEUTENANTS (STATION OFFICERS)

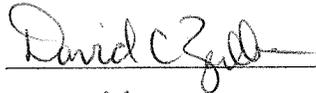
During the course of negotiations between the City and the International Association of Firefighters, Local 1845, discussions were held regarding the supervisory role of Fire Lieutenants (Station Officers) and Battalion Chiefs (Shift Commanders) and the importance of those roles in the Mentor Fire Department. Based upon these discussions, the parties agree to the following:

1. The positions of Fire Lieutenant (Station Officer) and Battalion Chief (Shift Commander) are recognized as ones of responsibility in providing adequate, knowledgeable and effective supervision in the department while effectively and impartially administering the policies and procedures of the Mentor Fire Department. Accordingly, employees holding the rank of Fire Lieutenant (Station Officer) or Battalion Chief (Shift Commander) shall continue to perform their duties as supervisors in an impartial and responsible manner regardless of whether or not they election to become a member of the International Association of Firefighters, Local 1845.

For IAFF Local 1845



Chief Negotiator

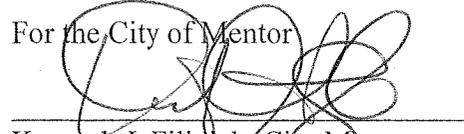








For the City of Mentor



Kenneth J. Filoplak, City Manager



Anthony J. Zampedro,
Assistant City Manager



Richard Harvey, Fire Chief



Richard Hennig, Law Director

ADDENDUM A
PERFORMANCE INCENTIVE PROGRAM

1. The measurement period for this Plan shall be pay periods having dates from January 1 through December 31. Payment to employees qualifying under this program shall be made the second pay date in March of each year.
2. Each qualifying line duty member would be eligible to receive up to the amount in the following schedule:

PERFORMANCE BONUS BASED ON AVERAGE WORKWEEK OF 49.8 HOURS

<u>Accumulated Hours of Sick Leave as of Last Pay Date in December</u>	<u>Shifts of Sick Leave Taken in Current Year</u>	
	0	1
961 or more	\$200	\$150
481 — 960	\$150	\$100
240 — 480	\$100	\$ 50

3. Each qualifying staff duty member would be eligible to receive up to the amount in the following schedule:

PERFORMANCE BONUS BASED ON AVERAGE WORKWEEK OF 40 HOURS

<u>Accumulated Hours of Sick Leave as of Last Pay Date in December</u>	<u>Hours of Sick Leave Taken in Current Year</u>			
	0	<8	<16	<24
961 or more	\$200	\$150	\$100	\$50
481 — 960	\$150	\$100	\$ 50	\$25
240 — 480	\$100	\$ 50	\$ 25	\$ 0

4. An employee must be rated as standard or above on his/her performance evaluation to be eligible for this program.
5. Catastrophic illness shall not be taken into consideration when computing this performance incentive plan. For purposes of this policy, catastrophic illness shall be defined as ten (10) consecutive working days of excused sick leave absence.

For IAFF Local 1845



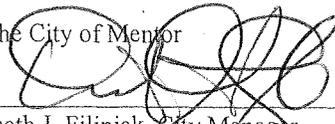
Chief Negotiator







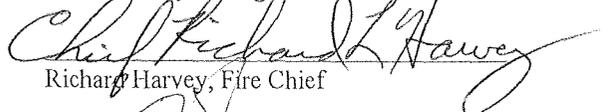
For the City of Mentor



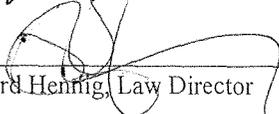
Kenneth J. Filipiak, City Manager



Anthony J. Zampetro,
Assistant City Manager



Richard Harvey, Fire Chief



Richard Hennig, Law Director

COUNCIL CHAMBER

City of Mentor



ORDINANCE NO. 11-O-85

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT ON BEHALF OF THE CITY OF MENTOR AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF) LOCAL 1845, AND DECLARING AN EMERGENCY

WHEREAS, negotiations and collective bargaining has taken place between the City of Mentor and the International Association of Firefighters Local 1845, representing the Mentor Full-Time Firefighters Association; and

WHEREAS, the negotiations involving both the City of Mentor and the IAFF Local 1845 have reached a conclusion and agreement, said agreement being reduced to writing; and

WHEREAS, the City Manager has recommended to Council that the herein referred to Agreement be approved by the Council of the City of Mentor.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MENTOR, COUNTY OF LAKE, STATE OF OHIO:

SECTION 1. That the City Manager be and he is hereby authorized to enter into a written agreement with the International Association of Firefighters Local 1845 representing the Mentor Full-Time Firefighters Association, said Agreement being that which was the conclusion of negotiations between the City of Mentor and the IAFF Local 1845 and as on file with the Clerk of Council.

SECTION 2. That the terms and provisions of the Agreement as same relates to the International Association of Firefighters shall supersede and be controlling over any ordinances of the City of Mentor in conflict therewith.

SECTION 3. That it is found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council and that, except as otherwise provided by Section 121.22 of the Ohio Revised Code, all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 4. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, welfare and safety of the inhabitants of this city, and for the further reason to meet contractual deadlines; WHEREFORE, this ordinance shall take effect and be in force from and immediately upon its passage.



President of Council

PASSED: 11.3.11

ATTEST: 

Clerk of Council