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AGREEMENT

BETWEEN

THE CITY OF MENTOR

AND

MENTOR PART-TIME FIREFIGHTERS' ASSOCIATION

March 26, 2012 – March 25, 2015

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## PREAMBLE

This Agreement is made and entered into by and between the City of Mentor, Ohio, hereinafter referred to as the "City", and the Mentor Part-time Firefighters' Association hereinafter referred to as the "Association".

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Association; 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 1 RECOGNITION AND UNIT DESCRIPTION**

### Section 1.1

The City recognizes the Mentor Part-time Firefighters' Association as the exclusive bargaining agent for all employees in the bargaining unit hereinafter described. The bargaining unit shall consist of all regular part-time employees in the following classifications who have successfully completed their initial probationary periods as determined by the City:

1. Firefighter 3
2. Firefighter 2
3. Firefighter 1
4. Firefighter 1 (Senior)
5. Station Administrative Coordinator/Fire Officer

Members of the bargaining unit shall hereinafter be referred to as Employees.

## **ARTICLE 2 MEMBERSHIP AND DUES CHECK-OFF**

### Section 2.1

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

### Section 2.2

The City will deduct Association 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 2.3.

### Section 2.3

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

- a) The Association will provide the City with individual employee Dues Deduction Cards certified in writing by both the employee and the Association 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 Association.

- b) The Association will provide the City with a current typed listing of the names of members of the Association 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 Association. Thereafter, any changes for whatever reason in the typed listing as specified in this Section shall be reduced to writing by the Association, signed and dated by an authorized officer of the Association and delivered to the City within seven (7) calendar days of such change. The City will provide the Association with a monthly record of dues deducted.
- c) Bi-weekly dues deductions will be made in each pay check on the first and second payday 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 Association 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 provided the Union gives timely notice of any arrearage to the Deputy Chief of Administration.
- e) The Association 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.
- h) The City agrees to provide the Association with hire dates for all new part-time firefighters. Upon request by the Association, the City will also provide an updated employee roster once per year.
- i) The City agrees to notify the Secretary/Treasurer of the Association of any changes in status of members of the Collective Bargaining Unit whether by way of hire, discharge, retirement or otherwise within ten (10) days of said action, or when the City becomes aware of such changes in status.

#### Section 2.4

The City and the Association agree that if any legal challenge is made to the terms of Section 2.3, 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 Association 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 Association 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 Association; 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 Association shall provide the City, within thirty (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 Association may delete any information which sets forth amounts of monies the Association spends in various categories or other specific information not necessary to comply with constitutional requirements.

#### Section 2.5

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

#### Section 2.6

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 Association in dealing with the City on labor-management issues, as certified by the Treasurer of the Mentor Part-time Firefighters' Association. 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 2.3(b) of this Article.
- b) The membership roster of Mentor Part-time Firefighters' Association 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 2.5 of this Article.
- d) The list of non-member employees from whom the fair share fee shall be deducted.

### Section 2.7

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 Association of the rebate procedures and his rights of appeal as provided in ORC 4117.09(C).

## **ARTICLE 3 UNION REPRESENTATION**

### Section 3.1 Negotiating Committee

Five (5) members of the Association Negotiating Committee, composed of non-probationary part-time employees, shall be entitled to attend all meetings between the City and Association for the purpose of negotiating the terms of the collective bargaining agreement. The Association will furnish the City Manager a written list of the members of the Committee and will notify the Manager in writing of any changes that may be made.

Nothing in this Section shall be construed to limit the right of the Association, in its sole discretion, to utilize non-bargaining unit professionals during the course of negotiations including, but not limited to, attorneys, accountants and economists.

### Section 3.2 Grievance Hearings

Up to two (2) members of the Association, in addition to the aggrieved employee or employees shall have the right to attend all meetings between the City and Association for the processing of grievances. The Associations will furnish the City Manager a written list of no more than three (3) members of the Association authorized to process grievances and will notify the Manager in writing of any changes that may be made on such lists.

Section 3.3 Labor/Management-Safety Committee

A Labor-Management Committee consisting of the City Manager or his designee, the Fire Chief or his designee, the Deputy Fire Chief or his designee, one (1) other City representative, and four (4) members of the Association, at least one (1) of whom shall be a member of the Association Negotiating Committee, upon request of either party, shall meet at least once each quarter for the purpose of discussing and/or resolving any mutual work-related problems. Such meetings shall be closed to the public including the press, unless otherwise mutually agreed by both parties.

Any member of the Committee may put an item(s) on the agenda. The Committee shall not be used to bypass the normal chain of command unless the parties mutually agree that the problem(s) cannot be resolved at the departmental level.

Section 3.4 Disciplinary Hearings

Up to three (3) members of the Association shall have the right to attend any "formal" employee disciplinary hearing if the charged employee requests Association representation.

Section 3.5 Attendance at Meetings

If an employee is scheduled to be on duty during a negotiating session, grievance hearing, Labor/Management, Safety Committee meeting, or formal disciplinary hearing, said meeting or hearing having been scheduled after the sign-up schedule for that date had been submitted, then said employee shall be granted leave from duty with pay for attendance at such meetings, but only for the hours he would otherwise have worked on his assigned shift. Provided, however, that if in the sole discretion of the Fire Chief, such leave from duty will create a shortage of part-time personnel on duty, in such case(s) leave will not be granted.

**ARTICLE 4 MANAGEMENT RIGHTS**

Section 4.1

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 Constitution 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 operation.

- 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 operation.
- 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 4.2

The rights of the Association are specifically listed in this Agreement, and all subjects not specifically listed herein are retained by the City with the understanding that the Association 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 5 GRIEVANCE PROCEDURE AND ARBITRATION

### Section 5.1 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 Association 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 5.2 Grievance Procedure

When an employee or the Association 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.

The grievance steps are as follows:

- 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 Association 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 Association 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 Association 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 Association 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 Association 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) calendar 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 Association 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 Association 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 Association is not satisfied with the decision of the City Manager, the Association 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 5.3.

### Section 5.3

- a) Within fourteen (14) calendar days of the Association 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 (1) 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 Association 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 Association 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 5.4 Miscellaneous

- a) Any decision not appealed by the employee or Association 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 Association and City Manager.
- b) An employee or employees may use this grievance procedure with or without Association 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 Association may agree to combine said grievances for the purpose of processing them.

#### Section 5.5

When an employee has a dispute arising from a work rule he 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 6 RATES OF PAY**

Section 6.1

- a) Effective March 26, 2012, employees shall receive a 2% wage increase and be paid in accordance with the following schedule:

| <u>CLASS TITLE</u>                             | <u>HOURLY RATE OF PAY</u> |
|--|---------------------------|
| Firefighter 3                                  | \$15.57                   |
| Firefighter 2                                  | 16.34                     |
| Firefighter 1                                  | 17.60                     |
| Firefighter 1 (Senior)                         | 18.47                     |
| Station Administrator Coordinator/Fire Officer | 19.39                     |

- b) Effective March 26, 2013, employees shall receive a 2% wage increase and be paid in accordance with the following schedule:

| <u>CLASS TITLE</u>                             | <u>HOURLY RATE OF PAY</u> |
|--|---------------------------|
| Firefighter 3                                  | \$15.88                   |
| Firefighter 2                                  | 16.67                     |
| Firefighter 1                                  | 17.95                     |
| Firefighter 1 (Senior)                         | 18.84                     |
| Station Administrator Coordinator/Fire Officer | 19.78                     |

- c) Effective March 26, 2014, the following schedule shall govern the rates of pay for all employees.

| <u>CLASS TITLE</u>                             | <u>HOURLY RATE OF PAY</u> |
|--|---------------------------|
| Firefighter 3                                  | Wage Reopener             |
| Firefighter 2                                  | Wage Reopener             |
| Firefighter 1                                  | Wage Reopener             |
| Firefighter 1 (Senior)                         | Wage Reopener             |
| Station Administrator Coordinator/Fire Officer | Wage Reopener             |

## Section 6.2

During the term of this Agreement, the pay rates assigned to the classifications and grades set forth above in Section 6.1 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 the denial of a merit increase may be brought to the attention of the Fire Chief for further consideration upon request of the employee.

## Section 6.3 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 qualification specified in the class. Advancement shall be within range according to departmental policy.

## Section 6.4 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 periods of twenty-five (25) working days or more, and shall be formally approved in writing by the City Manager.

## Section 6.5 Pay Periods

Except where it conflicts with other regulatory provisions, the compensation period for all employees shall be on a bi-weekly basis. The City shall remit all compensation through direct deposit.

## Section 6.6 Payroll Changes

Payroll changes for hourly rate and hourly uniform allowance shall be effective as of the first day of the bi-weekly pay period following the date of such payroll change.

## Section 6.7 Station Administrative Coordinator

The City shall create two positions entitled "Station Administrative Coordinator" to facilitate scheduling under the direction of management for employees in the bargaining unit and to perform such other duties as may be assigned by management. The Station Administrative Coordinator positions shall be filled by candidates nominated by the Association and subject to confirmation by both the Fire Chief and City Manager. In the event a nominated individual is not confirmed by management, the Association shall nominate a different individual for confirmation.

During the first year following creation of these two positions, the City will evaluate, on at least two separate occasions, the performance of the Station Administrative Coordinators. At any time

after the first year, should the City determine that the performance of the Station Administrative Coordinators is not advancing the efficiency of the management of the department, then the City, pursuant to Article 4 of this Contract, shall have the sole right to discontinue this job title. In such event, the two Association members impacted shall revert to their formerly-held job title and rate of pay.

Section 6.8 Longevity

In addition to regular compensation, longevity pay at a per hour rate will be paid to the eligible employee according to the following schedule:

| <u>Years of Service</u> | <u>Hourly Rate</u> | <u>Maximum Amount Per Year</u> |
|-------------------------|--------------------|--------------------------------|
| 5 years up to 10 years  | \$0.10             | \$150.00                       |
| 10 years up to 15 years | \$0.20             | \$300.00                       |
| 15 years up to 20 years | \$0.30             | \$450.00                       |
| 20 years or more        | \$.040             | \$600.00                       |

Longevity compensation for eligible employees shall be based on the employee’s anniversary date of employment as a part-time employee of the City and shall commence with the first day of the bi-weekly pay period following such anniversary date.

**ARTICLE 7 HOURS OF WORK AND OVERTIME**

Section 7.1

No employee shall work more than ninety (96) hours of station duty in any City-designated 14-day work period without approval of the Fire Chief or his designee. Work periods shall be determined by the City and are subject to change at the City’s discretion.

Section 7.2 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 7.3

In the event that there has been or is occurring an “emergency condition” as declared by the City Manager which includes but is not limited to tornadoes, conflagration, or community disaster, any employee may be ordered to work overtime in order to secure the peace, health, safety and welfare of the citizens and the properties of the City. In such cases, compensation shall be at regular base hourly rates for hours worked unless the magnitude of the event would exhaust the

budgetary capacity of the City. In such cases, compensation for hours worked would be at the discretion of the City Manager.

#### Section 7.4 Court Pay

If an employee must, as a direct result of his duties as a Mentor Part-time Firefighter or Officer, appear in Court at time(s) other than during his regularly scheduled shift, he shall receive compensation at his regular base rate of pay for all hours worked, with a minimum of three (3) hours pay at straight time.

#### Section 7.5 Re-Certification Pay

Upon completion of re-certification training as required by the State of Ohio and as approved by the Fire Chief or his designee, employees shall receive their straight time hourly rate equivalent to the number of course hours completed, provided such training was taken off-duty. Employees shall not be compensated for travel time either to or from the location of the course in which they are enrolled. (EXAMPLE: If a firefighter completes an EMT-A re-certification course, all of which was done off-duty, he would receive straight time rate).

#### Section 7.6 Holiday Pay

Employees who work between the hours of 7:00 a.m. Thanksgiving, Memorial Day, Fourth of July, Christmas Day and New Year's Day to 7:00 a.m. the day after Thanksgiving, Memorial Day, Fourth of July, Christmas and New Year's Day shall be paid at time and one-half for all, such hours.

#### Section 7.7 Continuing Education Pay

Upon completion of continuing education training which does not involve any re-certification, employees shall receive straight time hourly pay, equivalent to the number of course hours completed provided such training was taken off-duty and was previously approved by the Fire Chief or his designee. Initial paramedic, EMT-A and T & I Firefighter certifications are not eligible for this payment. Employees shall not be compensated for travel time either to or from the location of the courses in which they are enrolled.

#### Section 7.8 Run Pay

When an employee is called back for off-duty calls, he shall receive compensation at the regular base rate of pay for all hours actually worked with a minimum of two (2) hours pay subject to the rules, regulations, policies, and procedures as established by the Fire Chief.

#### Section 7.9

If the Fire Chief or his designee appoints a firefighter as Acting Officer in Charge, said employee shall receive the hourly rate of pay for the Fire Officer solely for the hours worked in such assignment. The City shall have full prerogative to appoint the Acting Officer of its choice without any restrictions.

## ARTICLE 8 TUITION REIMBURSEMENT

### Section 8.1

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 8.2 Eligibility

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 8.3 Extent and Type of Reimbursement

Tuition reimbursement shall not exceed the equivalent tuition rate for a Lake County resident pursuing an Associate Degree in Fire Science from Lakeland Community College. The City will only reimburse up to twelve (12) credit hours completed per employee per calendar year.

Eligible Reimbursement shall be on a sliding scale based on hours worked the previous calendar year according to the following:

| Hours Worked<br>Previous Year | No<br>Value | Indirect<br>Value | Direct<br>Value |
|-------------------------------|-------------|-------------------|-----------------|
| Less than 750 hours           | 0%          | 0%                | 0%              |
| 750 to 1,250                  | 0%          | 25%               | 50%             |
| 1,250 to 1,750                | 0%          | 37.5%             | 75%             |
| Over 1,750 hours              | 0%          | 50%               | 100%            |

Whether the course work is of no, indirect or direct value to the employee and the City in performance of the employee's duties shall be determined by the City Manager. Reimbursement by the City shall be for successful completion of such course work.

In all cases, reimbursement shall be for tuition only and shall not include the cost of books or other educational materials or fees.

Section 8.4

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

**ARTICLE 9 UNIFORMS AND UNIFORM ALLOWANCE**

Section 9.1

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

- 1 uniform short sleeve shirts
- 1 uniform long sleeve shirts
- 2 uniform duty shirts
- 2 uniform trousers
- 1 rescue coat
- 1 pair uniform shoes or boots
- 2 tee shirts
- 2 golf shirts
- 1 knit cap
- 1 uniform tie
- 1 uniform belt
- 1 pair of sweat pants
- 1 pair of sweat shorts

- 1 sweat shirt
- 1 pair of rescue packs
- 1 battery for alpha mate pager
- 1 personal flashlight & batteries
- 1 eyeglass frame kit for SCBA face piece (if applicable)
- Special badges, buttons and gold piping as may be required in the opinion of the City.
- 1 set of bedding (fitted, flat, pillowcase)

### Section 9.2

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 wrongdoing shall be replaced at the employee's expense. The City will make every reasonable effort to furnish protective equipment to a regular part-time employee as soon as possible after original appointment.

### Section 9.3

Employees hired and actively performing station duty shall receive an hourly uniform allowance as follows:

#### Effective March 26, 2012 through March 25, 2013

Seventy cents (\$.70) per hour. The maximum amount to be earned will not exceed \$1,550.00.

#### Effective March 26, 2013 through March 25, 2014

Seventy cents (\$.70) per hour. The maximum amount to be earned will not exceed \$1,550.00.

#### Effective March 26, 2014 through March 25, 2015

Seventy cents (\$.70) per hour. The maximum amount to be earned will not exceed \$1550.00.

Uniform allowance will not be included in any overtime calculation.

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 in a lump sum during the second pay period in March of 2013, 2014, and 2015 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 |

“Active members” mean members of the Association who have met *all* of the following requirements:

- a). Worked at least one-thousand hours (1,000) in the twelve (12) months immediately preceding the second pay period in March;
- b). Have been continuously assigned to the special team for at least one year; and
- c). Actively participated in a sufficient number of call-outs or training exercises for the team to the satisfaction of the Fire Chief.

Section 9.4 Class “A” Uniform

Regular part-time employees will become eligible to receive a Class “A” uniform under the following conditions: 1) If the regular part-time employee works three (3) consecutive years of station duty at an amount of at least 1,000 hours of station duty per year or; 2) if the regular part-time employee works five (5) consecutive years of station duty at an amount of at least 500 – 1,000 hours of station duty per year.

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

Section 9.5 Gear Bags

The City shall furnish three (3) gear bags per fire station which may be used by employees to transport personal fire-fighting equipment as a result of station transfers. Rules governing the use of these gear bags shall be developed and implemented by the Fire Chief or his designee. Gear bags shall also be provided to regular part-time employees who qualify as off-duty responders subject to the determination of the Fire Chief or his designee.

## ARTICLE 10 CONTINUITY OF WORK

### Section 10.1

Employees, individually and/or collectively, agree that during the life of this Agreement they will not cause, encourage, participate in, or support any strike, boycotting, work stoppage, or slowdown against the City or other curtailment or restriction, interruption of or interference with the services, work and other normal functions of the City.

Violation of this Section by an employee(s) shall be grounds for disciplinary action up to and including discharge.

### Section 10.2

Employees, individually and/or collectively shall not engage in picketing for the purpose of discouraging City employees from performing their duties, interfering with normal City operations or otherwise hindering the effective delivery of City services. In the event that employees are considering the possibility of picketing for purposes other than those prohibited by this Section, the Association shall so notify the City Manager and a Labor Management meeting shall be held if requested by either party either verbally or in writing, for the purpose of discussing and/or resolving any work related problem(s).

Violation of this Section by an employee(s) shall be grounds for disciplinary action up to and including discharge.

### Section 10.3

In the event of violation of Section(s) 1 and/or 2 of this Article by any employee, the Association shall cooperate with the City and shall actively discourage and endeavor to prevent or terminate any such action. In the event a violation occurs, the Association shall immediately notify all employees that such action is prohibited and order all employees to return to work, provided, however, that in the event of a strike officially sanctioned by the Association, the City shall have the right to withdraw recognition of the Association as the exclusive collective bargaining representative for employees in the bargaining unit as defined in Article 1.

### Section 10.4

The City agrees that there shall be no lockout of any member of the bargaining unit during the term of this Agreement.

## **ARTICLE 11 OUTSIDE EMPLOYMENT**

### Section 11.1

With proper written notification to the Fire Chief's 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 City shall have first priority over any other part-time employers as it relates to scheduling work hours for bargaining unit members. The employee will provide the Fire Chief's 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, the matter shall be discussed with the employee and he shall be advised of action(s) necessary to resolve the problem. Final resolution of such matters is at the discretion of the City with the employee retaining the right to Association representation as per Section 3.4 if a formal disciplinary hearing is held.

### Section 11.2

The City agrees that if, on an exceptional and occasional basis, an employee is ordered in to their other full-time or primary employment or required to work overtime for their full-time or primary employer, he will not be disciplined for being late or missing his shift as long as he has provided the City with as much advance notice as possible and written verification from the employer if so requested by the Fire Chief or his designee.

## **ARTICLE 12 PERSONNEL FILES**

### Section 12.1

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) Any inquiries into personnel files by anyone other than the City Manager, Personnel Director, Fire Chief, or their designees, requires notification to the employee. Written notification to the employee of the source of inquiry and reason for inquiry, IF KNOWN, shall be made as soon as practical.
- c) If an employee's personnel file is duly subpoenaed in accordance with law, the employee shall be notified at the earliest possible time.
- d) 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.
- e) The Association 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 13 MEDICAL INSURANCE**

### Section 13.1

Employees who meet all eligibility requirements may subscribe to the medical plan offered by the City if the following conditions are met:

1. The employee must have successfully completed his probationary period, as determined by the City, and must continue to work at least 500 hours of station duty each year.
2. All premiums shall be paid 100% by the employee.
3. The employee must submit payment for each monthly premium by the end of the previous month to ensure coverage for the next month. No invoices or reminders will be sent. The employee is responsible for assuring the payment is received by the last day of the previous month. Failure to follow this procedure will result in loss of coverage.
4. The City reserves the right to discontinue or change insurance carriers at any time.
5. The employee is responsible for full payment of any increase(s) in premiums.
6. The employee must abide by all rules of the plan he selects.

7. Should any plan modify its eligibility requirements such that an enrolled employee no longer qualifies to participate in the plan, the City shall in no way be responsible for providing or arranging for alternate coverage. However, the employee shall be given the opportunity to select another plan, subject to that plan's approval and its eligibility requirements.
8. If the employee does not apply for coverage within thirty (30) days of attaining eligibility for it, a waiting period may be imposed.
9. For purposes of this Article, the employee's eligibility year shall be defined as January 1 through December 31, of each year.
10. Due to the hazard of blood borne pathogens and infectious disease exposure to firefighters and EMS personnel who respond to emergency medical and hazardous materials incidents and as a result of the State of Ohio Workers Compensation Plan not allowing a worker's compensation claim for exposure only, the City agrees to pay for 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.

## **ARTICLE 14 DISCIPLINE**

### Section 14.1

The City and Association 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 14.2

- 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 Association 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 Association, and the City.
- e) The City, Association 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 14.3

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 Association 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 14.4

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 14.5

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 15 EMPLOYEE RIGHTS**

### Section 15.1

When any complaint or charge arising out of an 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 designee 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 will 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) No employee will be required or coerced in any manner to submit to a polygraph examination, lie detector or other tests unless such member shall request or approve an examination in writing.
- i) 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.
- j) 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 16 FIRE RESPONSE**

### Section 16.1

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

## **ARTICLE 17 SCHEDULING PREROGATIVE**

### Section 17.1

Employees shall provide the Fire Chief or his designee with their full-time work schedule, if so employed. The periods that the employees are not working at their full-time employment will be considered as time they are generally available for shift assignment. During each designated period, the employee may indicate those shifts he would not be available for duty and the reasons therefore. Such conflicts will be considered when establishing the employees' work schedules. Once an employee is assigned to a specific shift, he will be responsible to work the assignment or find an approved replacement.

NOTE: Any significant change in an employees full-time work schedule shall be conveyed to the Fire Chief or his designee within three (3) days of its occurrence.

### Section 17.2

Specifics regarding the implementation of scheduling procedures may be reviewed and discussed at a Labor-Management meeting if so requested by either party.

## **ARTICLE 18 REDUCTION IN FORCE, LAYOFF AND RECALL**

### Section 18.1

In the event of a reduction in force, employees in the bargaining unit will be laid off in accordance with a departmental policy which shall include, among other criteria, training/certification levels, availability, off-duty response capability and performance, rank, and overall job performance.

After considering such criteria, should a tie develop between multiple employees, then any such action will be determined based upon their continuous length of service with the Mentor Fire Department, with the employee with the least amount of service time being laid off first. All recalls will be accomplished by recalling the employees in reverse order.

### Section 18.2

An employee will be considered recalled to work if he is notified by telephone, in person, or if notice is sent either by certified letter or telegram or other reliable means, to the last address on record with the City.

### Section 18.3

It is the responsibility of the employee to provide the City with his current address and telephone number.

## **ARTICLE 19 BULLETIN BOARDS**

### Section 19.1

The City shall provide space on bulletin boards at locations designated by the City in appropriate fire stations to be used by the Association for posting notices of interest to its members.

### Section 19.2

The Association will supervise the placement of material on bulletin board space provided to the Association subject to the approval of the City. Only material authorized by the Association 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 Association any posted material it considers inflammatory or derogatory or otherwise inconsistent with the spirit of this Article and the Association will have the material removed.

## **ARTICLE 20 DISCRIMINATION**

### Section 20.1

The City and the Association agree not to discriminate against any employee(s) on the basis of race, color, creed, national origin, age, sex or handicap.

### Section 20.2

The City and the Association expressly agree that membership in the Association is at the option of the employee and that neither party will discriminate with respect to representation between members and non-members.

## **ARTICLE 21 GENDER AND PLURAL**

### Section 21.1

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 22 OBLIGATION TO NEGOTIATE**

### Section 22.1

The City and the Association 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 22.2

Therefore, for the life of this Agreement, the City and the Association 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 not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

## **ARTICLE 23 CONFORMITY TO LAW**

### Section 23.1

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 23.2

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.

### Section 23.3

In the event that a portion of this Agreement is determined to be invalid or unenforceable pursuant to Section 2 of this Article, then, and in that event, the negotiating committee for the respective parties will meet solely for the purpose of negotiating a valid replacement for the invalid section of the Agreement.

## **ARTICLE 24 SUBSTANCE TESTING AND ASSISTANCE**

Drug and alcohol screening/testing shall be conducted on a random basis. Drug and alcohol screening/testing shall also be conducted a post-accident basis, or upon the basis of 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. 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 24.2

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 24.3

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 or 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 24.4

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 program. 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. The 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 ninety (90) days.

### Section 24.5

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 24.6

No drug testing shall be conducted without the authorization of the Fire Chief. If the Chief 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 24.7

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

#### Section 24.8

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 25 TOTAL AGREEMENT**

#### Section 25.1

This Agreement represents the entire agreement between the City and the Association 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 25.2

Prior to the submission of any issue to the Labor-Management Committee, pursuant to Section 25.1, above, such issue must be presented to the Association's Negotiating Committee, which shall determine whether the issue is, or is not, submitted to the Labor-Management Committee.

## ARTICLE 26 DURATION

### Section 26.1

This Agreement shall be effective as of March 26, 2012 and shall remain in full force and effect through March 25, 2015. If either party wishes to renew or modify this Agreement, said party shall give written notice to the other party no later than 90 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.

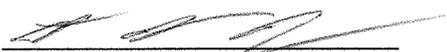
If forty-five (45) days before the expiration date of this Agreement, the parties have been unable to reach an agreement, either party may request the State Employment Relations Board to intervene as provided in Section 4117.14(C)(2) and succeeding paragraphs or the parties may develop mutually agreeable procedures for resolving outstanding issues in dispute.

In Witness Whereof, the parties hereto have set their hand this 17 day of March, 2012.

For Mentor Part-time  
Firefighters' Association:

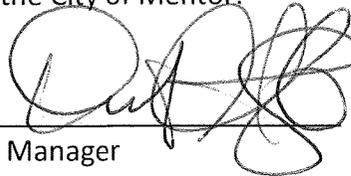
  
\_\_\_\_\_  
President

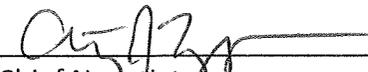
  
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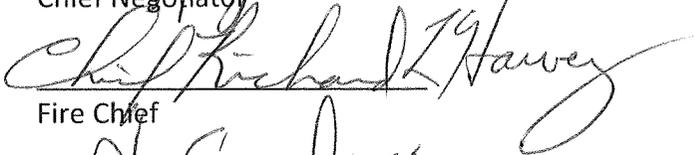
  
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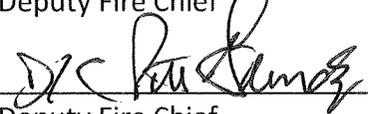
For the City of Mentor:

  
\_\_\_\_\_  
City Manager

  
\_\_\_\_\_  
Chief Negotiator

  
\_\_\_\_\_  
Fire Chief

  
\_\_\_\_\_  
Deputy Fire Chief

  
\_\_\_\_\_  
Deputy Fire Chief

\_\_\_\_\_  
Law Director

**LETTER OF AGREEMENT REGARDING  
PARTICIPATION IN DEFERRED COMPENSATION PLANS**

During the course of negotiations between the City and the Mentor Part-time Firefighters' Association, discussions were held regarding the ability of part-time firefighters to participate in City deferred compensation plans. Based upon those discussions, the parties agree that part-time firefighters shall have the ability to participate in the ICMA Deferred Compensation Plan on a percentage of bi-weekly paycheck basis. Should additional plans become available for part-time participation, the parties mutually agree that said plans will be made accessible for part-time firefighter participation based solely on the City's ability to adequately administer the requirements of the individual plan.

For Mentor Part-time  
Firefighters' Association:

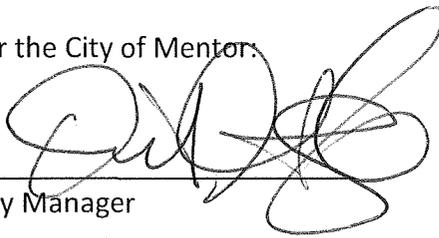
  
\_\_\_\_\_  
President

  
\_\_\_\_\_

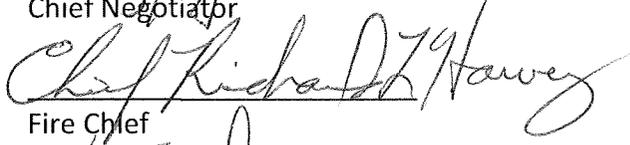
  
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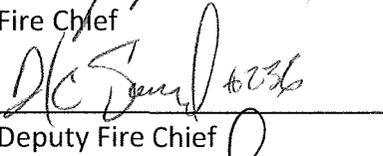
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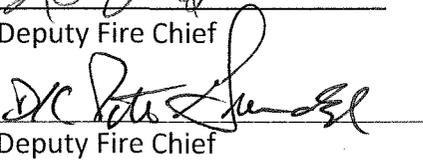
For the City of Mentor:

  
\_\_\_\_\_  
City Manager

  
\_\_\_\_\_  
Chief Negotiator

  
\_\_\_\_\_  
Fire Chief

  
\_\_\_\_\_  
Deputy Fire Chief

  
\_\_\_\_\_  
Deputy Fire Chief

\_\_\_\_\_  
Law Director