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AGREEMENT

BETWEEN THE

CITY OF MENTOR-ON-THE-LAKE

AND

THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL #3049
MENTOR-ON-THE-LAKE FULL-TIME FIREFIGHTERS
ASSOCIATION

JANUARY 1, 2016

TO

DECEMBER 31, 2018

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ARTICLE 1 - PREAMBLE

Section 1.01 The Agreement is hereby entered into by and between the City of Mentor-on-the-Lake, Ohio hereinafter referred to as the "CITY" or "EMPLOYER" and the International Association of Firefighters, Local #3049, The Mentor-on-the-Lake Full-time Firefighters Association, hereinafter referred to as the "ASSOCIATION", "UNION", "EMPLOYEE" or "EMPLOYEES".

PURPOSE OF AGREEMENT

In an effort to continue harmonious and cooperative relationships with its Employees and to insure the orderly and uninterrupted efficient operations of government, the Employer desires to enter into this agreement reached through collective bargaining which will have for its purposes, among others, the following:

1. To recognize the legitimate interests of the Employees and the Employer. To participate through collective bargaining in the determination of the terms and conditions of their employment.
2. To promote fair and reasonable working conditions.
3. To promote individual efficiency and service to the Citizens of Mentor-on-the-Lake.
4. To avoid interruption or interference with the efficient operation of the Employer's business.
5. To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 2 - RECOGNITION

Section 2.01 The Employer hereby recognizes the "Association" as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of the employment for all Full-time Employees employed in the Fire Department occupying the positions of Firefighter and Lieutenant and/or Captain and excluding all Supervisors as defined in the Ohio Revised Code, Section 4117.01(f)(2), Part-time, seasonal, temporary and probationary Employees. All other Employees of the Employer are excluded from the bargaining unit. Said recognition shall continue until another agreement has been agreed upon by the Union and the City.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 3.01 It is understood and agreed that the City possesses the sole right and authority to operate and direct the Employee's of the City in all aspects, including, but not limited to, all rights and authority exercised by the City prior to the execution of this agreement, except as modified in this agreement. These rights include, but are not limited to:

A. The right to determine its mission, policies, and to set forth all standards of service offered to the public;

B. To plan, direct, control and determine the operations or services to be conducted by Employee's of the City;

C. To determine the methods, means, and number of Personnel needed to establish the standards of such work;

D. To direct the working forces; to schedule and assign work, including overtime;

E. To hire and assign or to transfer Employee's within the Department or other Fire related functions;

F. To promote, suspend, discipline or discharge for just cause;

G. To lay-off or relieve Employee's;

H. To make, publish and enforce rules and regulations;

I. To introduce new or improved methods, equipment or facilities;

J. To contract out for goods and services;

K. To take any and all actions as may be necessary to carry out the mission of the City and the Fire Department in situations of civil emergency as may be declared by the Mayor of the City, or the Acting Mayor in his absence, provided that no right enumerated herein shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of this agreement.

Section 3.02 The Mayor and City Council have the sole authority to determine the purpose and mission of the City and the amount of budget to be adopted thereto.

Section 3.03 If in the sole discretion of the Mayor, or the Acting Mayor in his absence, as defined by the City Charter, it is determined that extreme civil emergency conditions exist, including but not limited to, riots, civil disorders, tornado conditions, floods, or other similar catastrophes, the provisions of this agreement may be suspended by the Mayor, or the Acting Mayor in his absence, during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. Should an emergency arise, the Mayor, or the Acting Mayor in his absence shall advise the Union Director or the next highest Officer of the Union of the nature of the emergency. The Mayor, or the Acting Mayor in his absence, shall follow up the said advice in writing as soon thereafter as practicable and shall forward the said written notice to the Union Director.

Not more than ten (10) days after a declared emergency has ended, the provisions of this agreement shall regain full force and effect.

ARTICLE 4 - DEFINITIONS AND INTERPRETATION

Section 4.01 As used in this Agreement, unless the context clearly requires a different meaning:

a) "Full-time Employee" means a person who is regularly scheduled and required to work fifty hours or more per work week.

b) "Work period" means the period of time commencing at 12:01 a.m., on a certain Sunday and continuing for fourteen consecutive days ending at 12:00 midnight on the fourteenth day. Work periods shall continue thereafter in successive fourteen day intervals.

c) "Seniority" means an Employee's uninterrupted length of continuous service with the Fire Department from the date on which an Employee or Official first became a Full-time Employee or Official.

d) "Calendar month of service" means a calendar month in which not less than 200 hours have been worked.

e) "Regular scheduled work hour(s)" or "Tour(s) of Duty" means the period of time commencing on a certain Monday at 06:00 or 08:00 hours and lasting for 10 consecutive hours each day for five consecutive days until ending at 15:59:59 or 17:59:59 hours on the next Friday; depending on what shift the Employees are scheduled on.

ARTICLE 5 - EXCHANGE OF SHIFTS

Section 5.01 Employees shall have the right to the exchange of shifts, provided that the exchange of shifts does not require the compensation or accumulation of overtime and prior approval of the exchange is received from the Department Head, which approval shall not be unreasonably withheld. Such shift exchanges shall fall within the hours as set forth in section 4.01 (e).

Section 5.02 Exchange of shifts or trade of time may occasionally be permitted with part-time personnel. Such requests must receive prior approval of the Chief and subject to operational needs of the department. Such exchange of shifts or trade of time shall fall within a designated work week and not require any additional compensation or accumulation of overtime by the full or part-time personnel involved in the exchange.

ARTICLE 6 - NO STRIKE

Section 6.01 The Union, on behalf of itself and its Officers, Agents, Employees, and Members, recognizes that the Employees covered by this agreement are "..Members of a Fire Department." as such term is used in Section 4117.01 et seq. of the Ohio Revised Code relating to strikes.

The Union therefore agrees that it will not, either directly or indirectly, call, sanction, encourage, finance, or assist in any way, nor shall any Employee instigate or participate, either directly or indirectly, in any strike, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

Section 6.02 The Union also agrees to cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this article. If any violation of this article occurs, the Union shall immediately notify all Employees that the strike, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union, and order all Employees to return to work immediately.

Section 6.03 Stoppage of work by an Employee(s) in good faith because of a very dangerous or unsanitary working conditions at the place of employment, which are abnormal to the place of employment, shall not be deemed by the Employer a strike, work stoppage, or other concerted interference.

Section 6.04 The Employer, during the course of this agreement or any extension thereof, shall not lock out any Employee covered by this agreement. Lay-off for lack of work or because of budgetary considerations shall not be deemed a lock out.

ARTICLE 7 - PROBATIONARY PERIOD OF EMPLOYEES

Section 7.01 All newly hired Full-time Employees shall be required to serve a probationary period of twelve months from date of Full-time appointment. All newly hired Full-time Employees shall enter into the said Full-time capacity as a probationary Firefighter. During said period, the Employer shall have the right to discipline the probationary Employee with just cause. The Employer shall have the sole discretion to discharge such Employee.

Section 7.02 All probationary periods of promoted Employees, above the rank of Fireman, in the Fire Department shall be for a period of 12 months. No promotion shall be deemed final until the Appointee has satisfactorily served his probationary period. At the end of the probationary period, the Appointing Authority shall transmit to the City Civil Service Commission a record of the Employee's service, and if such service is satisfactory, the Appointee shall continue in his promoted rank.

Section 7.03 If at the end of the probationary period the Appointees service is unsatisfactory, he shall be reduced to the rank held at the time he was appointed to the higher rank without loss of seniority. In all cases of unsatisfactory probationary periods in the Fire Department, the Appointing Authority shall, at the end of the probationary period, furnish the Employee with a written notice of unsatisfactory probation and a detailed statement of the basis for such finding.

Within 10 days thereafter, such Employee may appeal the decision or order of the appointing authority to the City Civil Service Commission, and the Civil Service Commission shall hear or appoint a trial board to hear the Employee's appeal within 30 days from its filing with the Civil Service Commission.

An appeal to determine the sufficiency of the cause of demotion may be had from the decision of the Civil Service Commission by filing a grievance with the Mayor, whose decision shall be final. Any grievance shall be filed within 20 days from the decision of the Civil Service Commissions decision.

Section 7.04 If an Employee is discharged or terminates employment while on probation and is later rehired, he shall be considered a new Employee and shall be subject to the provisions of Section 7.01, above.

Section 7.05 No person in the Fire Department shall be promoted to a higher rank who has not served at least twelve (12) months in his present rank as a Full-time Employee.

ARTICLE 8 - NON-DISCRIMINATION

Section 8.01 The Employer and the Association agree not to discriminate against any Employee(s) on the basis of race, color, creed, religion, handicap, national origin, military status, age or sex, as defined by Local, State or Federal law.

Section 8.02 The Association expressly agrees that membership in the Association is at the option of the Employee and that it will not discriminate with respect to representation between members and non members.

ARTICLE 9 - PROMOTIONAL EXAMINATIONS

Section 9.01 Seniority points equaling one-half point for every 6 months of continuous Full-time service in the Mentor-on-the-Lake Fire Department shall be awarded to every Candidates final examination score.

ARTICLE 10 - GRIEVANCE PROCEDURE

Section 10.01 The term "grievance" shall mean an allegation that there has been a breach, misinterpretation, or improper application of the express provisions of this Agreement. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and waives any specific right of appeal to the City of Mentor-on-the-Lake Civil Service Commission, except as set out in Article 44 Residency. The existence of this Grievance Procedure, hereby established, shall not impair or limit the right of any Employee to pursue any other state or federal remedies available under the law, except that any Employee, who pursues any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies by this procedure.

Section 10.02 A formal grievance shall be reduced to writing. All grievances must contain the following information and must be filed using the grievance form mutually agreed upon by the Union and the Employer:

1) Aggrieved Employee's name

2) Date of the event leading to the grievance.

3) A description of the incident giving rise to the grievance.

4) Date grievance was filed in writing.

5) Specific Articles of the Agreement violated.

6) Desired remedy to resolve the grievance.

7) Signature of grievant.

Section 10.03 All grievances must be processed at the proper step in order to be considered at the subsequent step. Nothing contained herein is meant to preclude the parties from mutually agreeing to waive one or more steps of the grievance procedure and process the grievance at a higher step.

Any grievance not answered by the Employer within the stipulated time limits may be advanced by the Union to the next step in the grievance procedure. Any grievance not advanced to its next step within the stipulated time limits by the Union shall be considered resolved at the last step's reply. All time limits on grievances may be extended upon mutual consent of the parties.

Section 10.04 It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum interruption of work schedules. Every responsible effort shall be made by the Employer and the Union to affect the resolution of grievances at the earliest step possible. Work days as defined in this Article shall be Monday through Friday. Toward this objective, the following procedure shall be as follows:

Step 1. The Union Director shall refer the written grievance to the appropriate supervisor, which shall be the Full-time Lieutenant or Captain, within fifteen (15) work days of the occurrence which gave rise to the grievance. The supervisor shall have five (5) work days in which to schedule a meeting with the Union Director. The supervisor shall investigate and respond in writing to the Union Director within five (5) work days following the meeting date.

Step 2. If the grievance is not resolved in Step 1, the Union Director may refer the grievance to the Chief, within five (5) work days after receiving the Step 1 reply. The Chief shall have five (5) work days in which to schedule a meeting with the Union Director. The Chief shall investigate and respond in writing to the Union Director within ten (10) work days following the meeting.

Step 3. If the grievance is not resolved in Step 2, the Union Director may refer the grievance to the Mayor or authorized representative within seven (7) work days after receiving the Step 2 reply. The Mayor or authorized representative shall have seven (7) work days in which to schedule a meeting with the Union Director. The Mayor or authorized representative shall investigate and respond in writing to the Union Director within ten (10) work days following the meeting.

Step 4. Arbitration - If the grievance is not satisfactorily settled in Step 3, the Union Director may make a written request that the grievance be submitted to Arbitration. A request for arbitration must be submitted within thirty (30) calendar days following the date the grievance was answered in Step 3 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the third step reply.

The Employer and the Union Director shall agree to request a Sub-Regional pool list of seven (7) impartial arbitrators from the FMCS (Federal Mediation & Consolidation Service) or the American Arbitration Association, Cleveland, Ohio office within ten (10) working days of submission of the request for arbitration. The parties shall meet to select an arbitrator within ten (10) working days of receipt of the list.

For the first arbitration between the Employer and the Union during the term of this Agreement, the Employer shall be the first to strike a name from the list, and then the other party shall strike a name, and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. All procedures relative to the hearing shall be in accordance with the Rules and Regulations of the FMCS or the American Arbitration Association, Cleveland, Ohio Office; whichever organization is being utilized.

For subsequent arbitrations, the first strike shall alternate between parties. The arbitrator shall hold the arbitration promptly and issue a decision within a reasonable time thereafter.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, in arriving at a determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall have no authority to determine any other issues not so submitted or to submit observation or declarations of opinion which are not directly essential in reaching a decision on the issues in question.

The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitral. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same Arbitrator at the same hearing.

The decision of the arbitrator shall be binding upon the Union, and the Employer. All costs directly related to the service of the arbitrator shall be borne by the losing party. Expense of any witnesses shall be borne, if any, by the party calling the witness.

The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

ARTICLE 11 - ASSOCIATION ACTIVITY

Section 11.01 There shall be no discrimination, interference, restraint or coercion by the Employer against any Employee for any lawful activity on behalf of, or membership in the Association.

Section 11.02 The Union shall be allowed reasonable access to the Employer's property for the conducting of Union meetings, provided such access does not interfere with the operation of the Department.

Section 11.03 The Union Officers shall be permitted to conduct required Union business during normal work hours, which shall not be unreasonably denied, as long as it does not interfere with the normal operations of the Fire Department.

ARTICLE 11.1 - UNION MEMBERSHIP

Section 11.1.01 Employees may join or not join the Union as a personal choice.

Section 11.1.02 All present members and Employees becoming members of the Union shall remain members for the duration of this agreement. Any member shall have 30 days preceding the termination of this agreement to withdraw from the Union by presenting a written notice of withdrawal to the President of the Union, and copied to the Administrative Director.

Section 11.1.03 There shall be no discrimination, interference, restraint, coercion, or harassment, verbally or otherwise, by the Employer against any Employee for any lawful activity on behalf of, or membership in, the Union.

ARTICLE 11.2 - DUES DEDUCTIONS AND FAIR SHARE FEES

Section 11.2.01 The City of Mentor-on-the-Lake agrees to deduct from its wages of any Employee who is a Member of the Union, all Association membership dues uniformly required. The Union will notify the City of the dues and fees to be charged for its Members and Employees of the Union, and will notify the City fourteen (14) days prior to the effective date of change of dues and fees deductions. Within seven (7) days after the approval date of this agreement, the Association Treasurer shall certify to the Finance Director the amount of monthly dues and fees deduction for its Members.

Section 11.2.02 Employees of the bargaining unit who have not completed their initial probationary period, but have been employed for a period of 60 days, and permanent Employees who are not a member of the Union but are in the bargaining unit shall, as a condition of employment, pay a monthly service charge hereinafter referred to as a fair share fee which shall be equivalent to, but not exceeding the regular monthly dues and assessments as certified by the Treasurer of the Union. Payments shall be made via a payroll deduction and not be subject to the Employee's written permission of same.

Section 11.2.03 The Union accepts final responsibility for determining the amount of the fair share fee and for providing information, accommodation and rebate procedures for all Employees who object to payment of the fair share fee in accordance with all statutory and constitutional requirements. The Union shall annually notify the Finance Director of the amount of the fair share fee.

Section 11.2.04 The Union and its members shall indemnify the City and hold it harmless against any and all suits, claims, demands, and liabilities that may arise out of, or by reason of any action, that shall be taken by the City for purposes of providing the dues deduction or fair share fee

deductions or in reliance upon any authorization or list which shall be forwarded to the City by the Union to satisfy this provision.

ARTICLE 11.3 - UNION PROPERTY

Section 11.3.01 The Employer shall provide space for a Union bulletin board within the Fire Department where the Union may post notices and items of interest to its members.

Section 11.3.02 The Fire Chief shall provide one (1) drawer of a filing cabinet where the Union may store records and items pertinent to its membership. Only Union Officers and Members shall have access to secured Union property.

Section 11.3.03 The Employer shall furnish the Union a mail slot in Fire Department for the purpose of receiving correspondence from the City.

ARTICLE 12 - RULES AND REGULATIONS

Section 12.01 The Union acknowledges that it is the function of the Employer to establish, enforce, and amend reasonable rules and regulations from time to time. The Employer shall supply these rules and regulations in printed form to each Employee at least five (5) regular work days prior to the effective date of the revision.

ARTICLE 13 - GENERAL DISCIPLINARY PROCEDURES

Section 13.01 No Employee shall be disciplined, reduced in pay or position, and, except for newly hired probationary Employees, discharged, or removed except for just cause.

Section 13.02 Except in instances where the Employee is found guilty of gross misconduct, progressive discipline shall take into account the nature of the violation, the Employee's record of discipline, and the Employee's record of performance and conduct.

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

A: Oral Reprimand

B: Written Reprimand

C: Suspension

D: Discharge

Section 13.03 The Employer agrees not to discharge, or reduce an Employee without first arranging for a hearing. The hearing shall be conducted in accordance with the following rules:

a. The Employee shall be provided with a written notice advising him of the nature of the charges and the date, time, and location of the hearing. Such notice shall be given to the Employee at least 48 hours before the hearing. The Employee shall have the right to be represented by a person of his own choosing, the cost of which, if any, shall be borne by the Employee. The person requesting disciplinary action shall also be present.

b. The hearing shall be conducted before a neutral administrator, the Mayor shall select a pool of three (3), and strike as needed; a flip of the coin shall determine if the union or employer strikes the first name. The administrator shall not be involved in any of the events giving rise to the offense.

c. Within 5 work days after the hearing, the administrator shall provide the Employee a written statement affirming or disaffirming the charges based on the relative strength of the evidence given at the hearing by the Employee and Supervisor. The document shall also contain the reasons for the decision.

Section 13.04 Any Employee who is suspended without pay for a period of time greater than three days, shall have the right to a disciplinary hearing within 7 days of the effective date of the suspension notice, excluding Saturdays, Sundays, and Holidays. The hearing shall be conducted in accordance with Article 13.03.

Section 13.05 Any Employee who is suspended for 4 or more work days or discharged, may appeal through the City Civil Service Commission which is the final step after the Mayors level.

Section 13.06 Prior to the scheduled time of the hearing, the Employee may waive his right to a hearing. An Employee who waives his right to a hearing may not grieve the imposition of discipline in the matter for which the hearing was scheduled.

Section 13.07 The Employer agrees all disciplinary procedures shall be carried out in private and in a business-like manner.

ARTICLE 14 - LAY OFF AND RECALL PROCEDURE

Section 14.01 Where, because of economy, consolidation or abolishment of functions, curtailment of activities, or otherwise, the Employer determines it necessary to reduce the size of its work force, such reduction shall be made in accordance with the provisions hereinafter set forth.

Section 14.02 The Employee with the least amount of departmental seniority, as defined in Article 4.01 (c) regardless of classification or position, shall be laid off first.

Section 14.03 Employees shall be recalled in the order of their seniority, regardless of classification or position.

Section 14.04 An Employee shall have fourteen (14) calendar days from the date a recall notice is sent by the City to accept recall and return to work on the specified date. No less senior Employee shall be recalled, and no new Employee shall be hired, until the recalled Employee has either declined recall or failed to accept recall and report for duty within the fourteen (14) day period.

Section 14.05 If any laid-off Employee is called in for work for any amount of time, all benefits will be paid for the month(s) in which such Employee works.

Section 14.06 In the case of any lay-offs the Employee shall be entitled to continue hospitalization as provided by CORBA.

Section 14.07 Notice of recall shall be sent to the Employee's address listed on the Employer's records and shall be sent by certified mail. An Employee who refuses recall or chooses not to report to work within 5 tours of duty from the date the Employer mails the recall notice, shall be considered to have resigned his position and forfeits all rights to employment with the Employer.

Section 14.08 Employee(s) scheduled for lay-off shall be given a minimum of 15 calendar days advance notice of lay-off.

Section 14.09 The Employer shall not begin the lay-off process of Bargaining Unit members until after the Employer has eliminated all hours of work for Part-time personnel. No Bargaining Unit Member shall be laid off if a Part-time Employee is working.

This Article may not conflict with Ohio Revised Code, Section 737.09. Nothing in this provision shall prevent the City from calling in both laid off Employees and part-time Employees in emergencies, provided that a laid off Employee is not required to be available for an emergency response to a call in, and a call in for emergencies shall not be considered a recall to work.

ARTICLE 15 - SENIORITY

Section 15.01 Seniority shall be defined as in article 4.01 (c). A probationary Employee shall have no seniority until he satisfactorily completes the probationary period of his original appointment, which will be added to his total length of continuous employment.

Section 15.02 An Employee's seniority shall be terminated when one or more of the following occur:

A) He resigns.
B) He is discharged for just cause.
C) He is laid off for a period of time exceeding 24 months.
D) He retires.
E) He fails to report for work for more than 2 tours of duty without having given the Employer advance notice of his pending absence, unless he is physically unable to do so.
F) He refuses or fails to return to work from a layoff within 5 tours of duty from the date the Employer sends the Employee a recall notice to the address currently listed on the Employer's records as described in Article 14.07.

Section 15.03 If 2 or more Employees are hired or appointed on the same date, their relative seniority shall be determined by their standing on the Civil Service Commission list from which they were originally hired with the highest ranked Employee having the highest seniority.

ARTICLE 16 - SICK LEAVE

Section 16.01 Each Employee shall be entitled to sick leave of twelve and one-half hours with pay for each completed calendar month of service. Sick leave as defined may be used, upon the approval of the immediate Department Head, for absence due to illness, injury, exposure to contagious disease and serious illness in the Employee's immediate family. Unused sick leave shall be cumulative without limit. Sick leave accumulated at another public agency shall be credited to the Employee while in the employ of the City.

Any Employee may, upon approval of the Mayor, be granted additional sick leave, not to exceed 20 work days, in cases of serious illness or injury in excess of such Employee's accumulated sick leave credit. Such additional sick leave shall be repaid to the City at a 50% rate of earned sick leave once the Employee returns to work. The repayment of sick leave at the 50% rate shall continue until such time that all advanced sick leave is repaid.

Section 16.02 For good cause shown and upon the recommendation of the Mayor or the Safety Director, Council may, by resolution passed in the nature of a moral claim, grant additional sick leave with pay in excess of the limit to any Employee of the City in cases where exceptional personal hardship would result if such additional leave were not granted.

Section 16.03 Section 16.02 hereof shall not affect the sick leave credit of any other Employee whose sick leave eligibility is otherwise governed by City ordinance or State statute.

Section 16.04 “Immediate family” shall be defined as the Employee's spouse, children or stepchildren, parents, father or mother-in-law who reside in the Employee's household.

Section 16.05 An Employee who is absent on sick leave shall cause notification to the Employer of such absence and the reason therefore as soon as possible.

Section 16.06 The Employer may reasonably require an Employee who has been absent for more than 4 consecutive work days, due to personal illness or injury, prior to and as condition of his return to work, to be examined by a physician as provided by the City's health care provider, to establish that he is not disabled from the performance of his normal duties and that his return to duty will not jeopardize the health and safety of other Employees.

Section 16.07 Should there be a conflict between the Employee's physician and the physician designated by the Employer over an opinion concerning the Employee's ability to return to work, a third physician will be chosen by mutual agreement between the Employer and the Union, who shall examine the Employee and decide the matter in question. This jointly appointed physician shall be paid by the Employer and the Union, with his fee and all other charges being shared equally.

Section 16.08 If the Employee should not be permitted to return to work because of a conflict between the Employee's physician and the physician designated by the Employer over an opinion concerning the Employee's ability to return to work, tours of duty where the Employee is absent shall not be charged against the Employee's sick time, unless it is determined by the physician that is mutually agreed upon, that the Employee is not able to return to work.

.1 If the mutually agreed upon physician determines that the Employee is able to return to work, the Employee shall receive his normal pay for absent tours of duty while the dispute was taking place.

.2 If the mutually agreed upon physician determines that the Employee is not able to return to work, the Employee shall be charged sick time for absent tours of duty while the dispute is taking place.

Section 16.09 In the event that upon such proof as is submitted or upon the report of the third medical examination, the Employer, reasonably finds there is not satisfactory evidence of illness sufficient to justify the Employee's absence, such leave may be considered an unauthorized leave and shall be without pay. The Employee may also be subject to appropriate disciplinary action.

Section 16.10 The previously accumulated sick leave of an Employee who has been separated from his employment with the City may be placed to his credit upon his re-employment with the City, provided that such re-employment take place within 1 year of the date on which the Employee was separated from service with the Employer.

Section 16.11 An Employee who transfers from another public agency to this Fire Department shall be credited with the unused balance of his accumulated sick leave upon certification from the Employees former Employer.

Section 16.12 Upon retirement or disability retirement as defined by the Police and Fireman's Pension Fund, consistent with current practice, the Employee, or upon the death of an Employee, the legal representative of his estate, shall be paid a lump sum cash payment for unused sick time based on the following:

.1 When an Employee retires, they shall be paid to a maximum of 600 hours or 50% of all unused sick time; whichever is less.

.2 If an Employee dies while in the employ of the City, the legal representative of the Employee shall be paid to a maximum of 600 hours or 50% of all unused sick time; whichever is greater.

.3 Such payment herein above shall be made only once to any participating Employee.

Section 16.13 The Employer agrees to provide each Employee with a current written tabulation of the Employee's unused accumulated sick leave every other month.

SECTION 17 - BEREAVEMENT PAY

Section 17.01 Each Employee shall be paid for bereavement leave of up to four regularly scheduled work days. Such leave shall be taken from the date of death of the Employee's own or the Employee's spouse's husband/wife, child, father, mother, grandparents, brother, sister, grandchild, and step mother or step father. Such bereavement leave shall be in addition to sick leave.

Section 17.02 In the event the death occurs during the Employee's regularly scheduled hours, he shall be granted the remaining portion of the day off with pay as defined in section 17.01. Such time shall not be deducted from the Employee's accumulated sick time.

Section 17.03 If the Employee requires more time than contained in this Article, he may utilize sick time with the approval of the Mayor or the Employee may opt to use vacation, holiday and/or compensatory time with the approval of the Department Head.

ARTICLE 18 - PREGNANCY LEAVE

Regular Full-time Employees shall be granted pregnancy leave, in accordance with the following procedures:

Section 18.01 The Employee shall submit a written request for pregnancy leave to her Department Head, if any, and the probable delivery date. The Employee's request shall state the approximate date that the Employee will return to work after the birth of her child. Such request, along with the Department Head's comments, shall be promptly forwarded to the Mayor who will provide a written response to the Employee within three weeks of receiving the request.

Section 18.02 Pregnancy leave may include reasonable pre-delivery, delivery and recovery time as certified by the attending physician, and shall not exceed sixty days unless supported by a written report of the attending physician stating that the Employee is unable to perform her normal duties at the expiration of such period due to the pregnancy, childbirth or related medical conditions. In no event shall combined pregnancy and child care leave exceed 150 days.

Section 18.03 At the start of pregnancy leave, which shall commence on the date that the Employee is unable to perform her normal duties, as certified by the attending physician, the Employee may opt to use any or all accumulated vacation, holiday, sick leave or compensatory time, provided; however, that the granting of pregnancy leave does not exempt the rules governing vacation, holiday, sick leave, or compensatory time.

Section 18.04 Except for the time mentioned in Section 18.03 hereof, pregnancy leave shall be without pay. Medical and insurance benefits shall remain in effect for the duration of the approved pregnancy leave. However, vacation, holiday, sick leave and service toward longevity compensation shall not accrue during the approved pregnancy leave.

Section 18.05 Not later than one week prior to the date established for her return to work, the Employee shall forward to her department head a physician's statement certifying that the Employee's medical condition is such that she can resume all assigned duties. Such certification shall be forwarded to the Mayor for inclusion in the Employee's personnel file.

ARTICLE 19 - CHILD CARE LEAVE

Regular Full-time Employees shall be granted child care leave, in accordance with the following procedures:

Section 19.01 Unpaid child care leave may be requested, in writing, up to a maximum of ninety days, by either biological parent for the purpose of child care at the time of the birth of his or her child. Such request must include a statement from the attending physician documenting the child's need for the care of the parent requesting the leave, and shall be submitted to the Employee's Department Head. The Department Head shall promptly forward such request, with his or her comments, to the Mayor, who will provide a written response as soon as practical.

Section 19.02 Child care leave for the biological mother may be used in combination with pregnancy leave for a period not to exceed 150 days.

Section 19.03 Unpaid child care leave may also be requested by either adoptive parent for the purpose of child care at the time of placement of the adopted child, for the same periods provided in this section, upon written request of the Employee accompanied by a written statement from the placement agency director documenting the child's need for care of the adoptive parent requesting the leave.

Section 19.04 The Employee may opt to use any or all accumulated vacation, holiday, sick leave or compensatory time. However, the granting of child care leave does not exempt any Employee from the rules governing vacation, holiday, sick leave or compensatory time. Medical insurance benefits shall remain in effect for the duration of the approved child care leave. However, vacation, holiday, sick leave and service toward longevity compensation shall not accrue during the approved child care leave.

ARTICLE 20 - COURT LEAVE

Section 20.01 When an Employee is required to appear before a court, judge, magistrate, or coroner as a result of or subsequent to services performed on behalf of the Employer, such member shall be compensated not less than three hours of compensation, unless otherwise on duty and subject to the overtime provisions of this contract. The Employee shall pay to the Employer all fees paid to the Employee by the court. The Employer shall reimburse the Employee for any incidental expenses, including but not limited to parking expenses, private auto mileage, and meal expenses.

ARTICLE 21 - JURY DUTY

Section 21.01 Members of the Fire Department who are called to jury duty and are actually performing such duty shall be paid their regular salary or compensation, based on such Employee's normal work week. The Employee shall suffer no loss in pay during the period of time so served, providing that the jury duty fees paid to the Employee by the court shall be returned to the Employer. When the jury duty is complete, the Employee shall return to work within a reasonable time.

ARTICLE 22. ILLNESS AND INJURY LEAVE

There is hereby established for all Full-time City Employees the following policy for temporary leave due to injury sustained while working or on duty:

Section 22.01 Reporting of Injury. All injuries shall be reported to the Employee's Department Head as soon as is practicable. The Department Head shall complete the City injury report and forward a copy to the Mayor and to payroll.

Section 22.02. Continuation of Wage Payments. Where an Employee has been injured on duty and it has been determined by a licensed physician that the Employee will be unable to return to his or her job assignment, the City will pay his or her regular salary for the period beginning on the date the physician certifies the injury and ending six months from the date of injury.

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

Section 22.03 Any Employee who obtains a paid leave under this Article shall file for Worker's Compensation and sign a waiver assigning to the City those sums of money he would ordinarily receive as his weekly compensation as determined by law for those number of weeks he receives benefits under this Article.

Section 22.04 Physicians' Reports. An injured Employee shall request the attending physician to certify to the City the Employee's physical condition, his or her anticipated date of return to a full job assignment and the date he or she may be assigned to light duty, if practical.

The Mayor may, at regular intervals, require written proof of continuing disability from the Employee's physician and, in some instances, may require an examination of the Employee by a physician of the Mayor's choice to determine the extent and probable duration of the disability.

Such examination will be at City expense. If it is determined by such examination that the Employee is physically able to return to active Full-time employment, the Mayor shall promptly direct the Employee to return to work on the next Monday following the conclusion of the examination. Failure by the Employee to return to work as directed will be considered as voluntary termination, unless an appeal is filed with the Mayor not later than the third regular business day after the notice to return to work is received.

If an appeal is filed, the Employee has fourteen calendar days to file a third physician's report with the Mayor. The cost of such third opinion shall be paid by the Employer and the Union with all fees shared equally. The third Physicians opinion will be final and not appealable.

Section 22.05 Type of Duty. When the attending physician certifies the Employee's physical condition, as specified in Section 22.04 hereof, such physician shall designate the Employee's duty status as one of the following:

22.051 Unable to perform work of any nature;

22.052 Able to perform very-light-duty work, i.e., work which requires minimum physical exertion and can be adapted to the particular physical disability of the Employee, including, but not limited to, answering telephones, relaying messages, reviewing calculations, posting data, taking inventories of equipment or supplies and filing;

22.053 Able to perform light-duty work; i.e., work which requires restricted physical exertion and can be adapted to the particular physical disability of the Employee, including, but not limited to, all of the activities referred to in Section 22.052 hereof, dusting furniture, light maintenance work, cleaning equipment, sweeping floors and grounds keeping; or

22.054 Able to work full duty, i.e., perform the regular work assignment.

Section 22.06 Light-Duty Assignment

22.061 An Employee shall return to his or her respective department for light-duty assignment.

22.062 If no light-duty assignment is available within the Employee's own department, he or she shall report to the Mayor or Administrative Director for assignment to another department where a light-duty assignment is available.

22.063 If no light-duty assignment is available in any department, the Employee shall continue on injury leave.

Section 22.07 Injury-On-Duty Leave. Injury-on-Duty leave, as specified in Section 22.02 hereof, will not be charged against sick leave. Any light-duty assignment will be paid at the Employee's normal wage rate, provided that one-third of the light-duty time and two-thirds of the very-light-duty time worked by the Employee shall be charged against injury-on-duty leave.

Section 22.08 Continued Disability. If an Employee's disability continues beyond six calendar months from the date of incident, such Employee shall apply for leave of absence as specified in Article 27. Health and other related benefits shall continue while on medical leave of absence. The Mayor shall have the authority to extend the injury-on-duty leave for an additional six calendar months or any part thereof, or allow such Employee to charge his or her sick leave.

Section 22.09 Veteran Employees. For those Employees who have been injured on duty and have completed twenty-five years of service and/or become eligible for a pension, the compensation defined in Section 22.02 hereof, shall cease and such covered Employee shall make application to the appropriate pension fund.

ARTICLE 23 - HOLIDAYS

Section 23.01 All Employees of the Association shall receive thirteen (13) ~~floating~~ holidays per calendar year. In lieu of the named holidays, such holidays may be scheduled at any time during the calendar year, upon the approval of the Department Head, which shall not be unreasonably denied and approved in a consistent manner. Holiday time may be taken in any increment providing that appropriate personnel coverage is addressed.

Section 23.02 Holidays shall not be scheduled any later than three (3) work days prior to such use. The three (3) work day prior approval may be waived by the Department Head, and upon approval, shall be scheduled upon a first come first serve basis. Any nationally recognized holiday shall be shared on a rotating basis.

Section 23.03 All Full-time Employees of the Fire Department who work on Memorial Day, Thanksgiving Day and/or Christmas Day shall be compensated at one and one half hourly rate for each hour worked and those hours are subject to the overtime provisions of this agreement. When Christmas falls on a Saturday or Sunday, that holiday shall be replaced by Labor Day.

Section 23.04 Holidays shall not be accumulated and must be taken annually.

Section 23.05 New Employees or Employees who terminate their employment for any reason shall be entitled to holidays on a prorated basis for each full month of regularly scheduled work days. Employees who have used more than their prorated share of holidays upon termination shall have deducted from their final pay check, an amount equal to such overpayment.

ARTICLE 24 - SAFETY AND HEALTH

Section 24.01 The Employer agrees to provide the highest standards of safety and health in the Fire Department in order to eliminate as much as possible accidents, deaths, injuries, and illnesses in the fire service. In this Article, the Union, through its various Representatives, Committees, Officers, Employees, and Agents, has been accorded certain participatory rights relating to Employee safety and health.

It is not the intention of the parties that these provisions, the Union's exercise of its rights thereunder, or its failure to do so shall in any way diminish the Employer's or the Union's exclusive responsibility as described in this Article.

Section 24.02 Copies of all investigation and inspection reports, including all investigation and inspection reports required by any Governmental agency, under applicable Federal, State, or Local safety and health law, shall be made available upon request to the Union President.

Section 24.03 The Employer agrees to provide to the Employee professional counseling services as provided in the City's healthcare plan, for the Employees, their spouses, and their children to help alleviate problems that may exist due to occupational stress. These counseling sessions shall remain confidential between the Employee, the Employee's family and the counselor, except in the case when it is found that problems are of such nature as to cause the Employee to no longer be able to perform his current job duties in which case the Employee's records shall be given to the Employer and shall remain confidential between the Employer and the Employee.

Section 24.04 The Employer agrees to develop and implement a program of systematic medical testing for potential work-related illnesses or disabilities which may arise because of the nature of the work process and the exposure of the Employees to dangerous substances. The program shall be carried out without cost to the Employee during normal working hours. All medical records shall be part of the individual's personnel file and shall be kept confidential between the Fire Chief or other person responsible for the day-to-day Administration of the Fire Department.

Section 24.05 Employees who suffer occupational injury or disease arising out of or in the course of employment which makes it impossible or medically unsuitable to perform the duties of their present job shall retain their rate of pay and benefits if transferred to a lower rated job, pursuant to article 22, "Illness and Injury Leave".

Section 24.06 The Employer and the Union agree to do all that is in their power to insure the safety of all members of the Fire Department in the station, in departmental vehicles, and on the fire ground. To this end, it is expected that members of the Fire Department will report to their supervisor any condition which jeopardizes the heath and safety of Firefighters or the public.

Section 24.07 The Employer shall endeavor to remedy such condition at the earliest possible time, and take such action as is necessary to render the condition safe. In a like manner, the Employer shall notify the Union of any condition of which it has knowledge that may jeopardize the health and safety of Firefighters.

Section 24.08 Fire apparatus and equipment must be maintained in a safe and ready condition in order to be effective. Any condition of the vehicle and/or equipment which, in the opinion of the operator, constitutes a hazard to the safety of the Firefighters assigned to that unit shall immediately be reported to his supervisor. Any unsafe conditions, so reported, shall receive prompt attention from the Employer.

ARTICLE 25 - PROTECTIVE CLOTHING AND EQUIPMENT

Section 25.01 The Employer shall furnish and thereafter maintain, at no cost to the Employee, all Departmental standard Fire and Rescue equipment that protect the safety and health of fire fighters.

Section 25.02 All protective clothing and equipment shall meet the Departmental standard, whether existing or promulgated during the term of this Agreement, that provides the highest level of worker protection from among federal, state or local, standards and shall be provided by the Employer and inspected annually.

Section 25.03 Only personnel who have been trained and certified by the manufacturer or applicable regulating agency shall be permitted to perform maintenance and/or repairs on self-contained breathing apparatus.

Section 25.04 The Employer shall provide hearing protective devices and correct lenses to be used with SCBA’s to all firefighting personnel, if the mask does not permit a secure fit with the employee’s current eyeglasses. The hearing protective devices shall have a hearing reduction rate of at least 35 decibels.

Section 25.05 All newly appointed Employees shall receive an initial set of full turnout gear, affording protection equal to or better than that provided to all members of the department. If such appointee does not receive a permanent appointment, he shall return the turnout gear to the Fire Department.

Section 25.06 Turnout gear which is damaged or lost in the line of duty shall be promptly replaced or repaired by the Employer so that the level of protection afforded by the garment is not compromised.

Section 25.07 Turnout gear which has become worn through repeated use, to the extent that the level of protection is impaired, shall be promptly replaced or repaired by the Employer so that the level or protection afforded by the garment is not compromised.

Section 25.08 Turnout gear which no longer meets Departmental standards or Federal, State or Local laws shall be scheduled for replacement by the Employer, after consultation with the Union Safety Committee.

ARTICLE 26 - VACATIONS

Section 26.01 All Bargaining Unit Employees shall earn vacation according to the schedule set out below based on the Employee's anniversary date of service with the City of Mentor-on-the-Lake Fire Department. Such time may be used as it is earned except as set out below in the first year and step years thereafter.

YEARS OF COMPLETED SERVICE	**ENTITLEMENT MAXIMUM ACCRUAL COMPUTATION**
Less Than 1 Year	0
1st Year through 5th Year	3.8 Hrs. For Each 100 Hrs. In Active Pay Status
6th Year through 10th Year	5.8 Hrs. For Each 100 Hrs. In Active Pay Status
11TH Year through 18th Year	7.7 Hrs. For Each 100 Hrs. In Active Pay Status
~~Over 18~~ 19thYears ~~of Service~~ Through 25th Year	9.6 Hrs. For Each 100 Hrs. In Active Pay Status
More Than 25 Years of Service	11.5 Hrs. For Each 100 Hrs. In Active Pay Status

Section 26.02 No vacation leave shall be credited for overtime hours worked. Employees working less than their normally scheduled work hours in a given bi-weekly pay period shall be credited proportionate to the total number of hours of active pay status during the respective pay period. Active pay status for the purposes of this Article shall be hours paid for services rendered, paid leaves, vacation and holidays.

Section 26.03 Vacation shall not be scheduled except at the Employees discretion and preference, as not to interfere with the efficient running of the Department, and shall not be unreasonably denied.

Section 26.04 Vacations shall be scheduled on a first come first serve basis. If more than one request is made for the same date or an overlap should occur, of vacation request, seniority shall have preference. Any vacation requests shall be approved by the Chief of Fire in such a manner to maintain the greatest efficiency of the Department.

Section 26.05 Vacation requests may be made in increments of one hour or greater subject to the approval of the Chief of Fire.

Section 26.06
Effective January 1, 2016, earned vacation time within the calendar year shall be used in the current year for those employees that have at least 375 hours accumulated vacation time. Unused current year's vacation earnings will not carry over to the next calendar year. Upon separation of employment with the City, the employee shall be entitled to compensation at his/her current rate of pay earned but unused vacation, but not to exceed fifty (50) hours in excess of his/her current accrued compensation step as defined in Section 26.01 of this Article.

Section 26.07 Upon separation of employment with the City, an Employee shall be entitled to compensation, at his current rate of pay, for any earned but unused vacation, but not to exceed fifty (50) hours of vacation time in excess of his/her current accrual computation step as defined in Section 26.01.

Section 26.08 Death of an Employee shall result in the payment of the benefits as described in Section 26.07 to the surviving spouse or the Employee's estate.

Section 26.09 The above vacation policy shall be effective with the first pay date in January, 1998.

ARTICLE 27 - LEAVE OF ABSENCE

Section 27.01 Any Employee, except probationary Employees, may, for good cause, apply to the Mayor for a leave of absence without pay and no loss of hospitalization or life insurance subject to any co-pay requirements in Article 29 of this Agreement. Such application must include the recommendation of the Employee's immediate Supervisor.

Section 27.02 No leave of absence shall exceed twelve months. If an Employee accepts permanent Full-time employment while on leave of absence, he or she shall be deemed to have quit employment with the City as of the first day of his or her leave of absence. If with the approval of the Mayor, the said leave of absence may be extended as appropriate with extenuating circumstances.

ARTICLE 28 - MILITARY LEAVE

Section 28.01 Employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of Armed Forces of the United States are entitled to leave of absence from their respective duties for such time as they are in the military service on field training or active duty for periods not to exceed 12 months.

During such leave of absence, there will be no loss of benefits to the Employee or his dependents. If the military pay or compensation of such Employee, when recalled to active duty, is less than his normal pay would have been for such period, he shall be paid by the Employer the difference in money between his base pay and his military pay for such period. If the military pay or compensation of such Employee during such period of leave of absence equals or exceeds his base pay for such period, he shall receive no additional compensation from the Employer. Said Employee shall have the opportunity to return to the department with no loss of seniority.

ARTICLE 29 - HOSPITALIZATION INSURANCE

Section 29.01 All Employees of the Bargaining Unit shall be entitled to receive hospitalization, vision plan as provided through the hospitalization plan, dental insurance, and life insurance. The City reserves the right to establish levels of coverages, the amount of Employer contribution and to change carriers or self-insure.

Section 29.02 The Employer contribution for insurance shall be established by the City, in a package basis, including the cost of health, life, vision as provided through the hospitalization plan and dental at such level established for all other Full-time City Employees.

Section 29.03 If at any time during the term of this Agreement, hospitalization costs exceed the limits as set out above, such excess shall be paid for by the Employee, not to exceed ~~One~~ **Two** Hundred Fifty Dollars ($250.00) per month in a package basis which includes the cost of life, health, vision as provided through the hospitalization plan and dental insurance. Should the employer enact a withholding amount greater than $150, an employee who has single coverage will not be required to have more than $150 withheld from his/her pay.

At the time of enactment of withholding for hospitalization costs, an employee may opt out of the City's hospitalization program as provided within the rules of the hospitalization carrier. Should an employee opt out of the City's hospitalization program, he/she may opt back in the program as the rules of the hospitalization carrier permits. (It is common for an employee to have to wait until the next enrollment period which is normally at time of annual renewal of the policy.)

Payment shall be made through payroll deduction prior to date due by the carrier. Failure to pay such additional premiums, if any, shall result in the loss of insurance benefits to the Employee.

Section 29.04 If an employee chooses to have Lasik Eye Surgery, the City will reimburse the employee a maximum of $500 for both eyes upon completion of the procedure and submittal of a paid invoice.

Section 29.05 Dental insurance shall be provided to employees. The City shall pay one hundred percent (100%) of the cost of a single policy and seventy-five (75%) of the cost of a family policy.

Section 29.06 The City shall maintain a life insurance policy for the sum of Twenty Thousand dollars ($20,000) on each employee of the Bargaining Unit, for the term of this Agreement. The City shall pay one hundred percent (100%) of such costs.

ARTICLE 30 - UNIFORM MAINTENANCE ALLOWANCE

Section 30.01 Uniform allowance shall be paid no later than January 30th of each year in accordance with the following schedule:

2016	2017	2018
$1,000	$1,000	$1,000

Section 30.01a Uniform maintenance allowance shall be paid no later than January 30th of Each year in accordance with the following schedule:

2016	2017	2018
$1,245	$1,245	$1,245

Section 30.02 Upon appointment to the City, a new Employee shall receive a pro rated uniform allowance equal to one twelfth (1/12) for each full month of service to be worked prior to the next payment period made in January of each year.

Section 30.03 Probationary Employees who voluntarily leave employment of the City before completing their probationary period shall have any amounts paid under this Section withheld from their final payment.

Section 30.04 In the event that new fire regulations require station duty wear to be made of fire retardant material, the City agrees to permit the Employees to renegotiate this item.

Section 30.05 Any uniform that is destroyed or damaged while on duty shall be replaced at the expense of the City, upon the approval of the Fire Chief.

ARTICLE 31 - MILEAGE EXPENSE ALLOWANCE

Section 31.01 The mileage expense allowance for authorized travel on official Municipal business shall be current rate as established by the Internal Revenue Service.

ARTICLE 32 - INCENTIVE PAY AND TUITION REFUND

Section 32.01 The City will, upon approval of the Fire Chief, pay one-half (1/2) of the tuition paid and one-half (1/2) the cost of the book expenses for any Employee enrolled in a college or approved training institution course, providing that such course is fire/rescue related.

Section 32.02 Tuition refund will be based upon a passing grade of a "C" or better.

Section 32.03 Any course the Employer pays over fifty percent (50%) for, they have the right to the books from the course. Fifty percent (50%) and under Student gets books.

Section 32.04 The City shall pay not more than a combined total of one thousand dollars ($1,000) per year for all Full-time Fire Department Personnel enrolling in such classes.

ARTICLE 33 - RATE OF PAY

Section 33.01 PER HOUR RATES:

1/1/2016	EMT	PARAMEDIC
Firefighter Probationary 0-4 months	19.24	19.49
Firefighter Probationary 5-12 months	20.80	21.59
Firefighter Over 12 months	23.17	23.96
Lieutenant/Captain	25.57	26.39

1/1/2017	EMT	PARAMEDIC
Firefighter Probationary 0-4 months	19.62	19.62
Firefighter Probationary 5-12 months	21.22	22.02
Firefighter Over 12 months	23.63	24.44
Lieutenant/Captain	26.08	26.92

Re-Opener for 2018

Section 33.02 Attendance at a scheduled drill or other training session, as directed by the Fire Chief, during non regular work hours shall be compensated pursuant to the provisions of the overtime compensation article and also, can be received in overtime or compensatory time off.

Section 33.03 Full-time Personnel shall be permitted to attend and be compensated for actual hours of attendance at drills authorized by the Fire Chief at their base rate of pay.

Section 33.04 All Full-time Employees of the Fire Department who are certified as Hazardous Materials Technicians, shall be entitled to their base rate of pay per hour for attendance at all Department required Lake County HIT team drills not to exceed 36 hours per year.

Section 33.05 All Full-time Employees of the Fire Department who are certified as Paramedics, fire inspectors or CPR instructors, shall be entitled to their base rate of pay per hour for continuing education time required to maintain such certification not to exceed 36 hours per year. The Employer reserves the right to designate the number of employees to be certified in any of such categories.

Section 33.06 Should the Fire Chief, upon approval of the Safety Director and City Council mandate the Employees to obtain or maintain certification as Haz-Mat Technicians or Paramedics, then the Association shall have the right to renegotiate article 33.01.

Section 33.07 Those employees who have obtained a degree from an accredited college or university shall be compensated an additional hourly amount to the wage schedule as outlined in Section 33.01 above, as set out as follows:

$ .30 per hour – associate degree
$ .70 per hour – associate degree in fire science
$ .60 per hour – bachelor degree
$1.20 per hour – bachelor degree in fir science
$1.60 per hour – masters degree

The above schedule shall not be cumulative. The employee shall be required to submit appropriate documentation as required by the Employer to show level of degree, course work, etc.

ARTICLE 34 - OVERTIME COMPENSATION AND COMPENSATORY TIME

Section 34.01 Overtime is defined as time actually worked in excess of 100 hours in a fourteen day work period. Such overtime will be paid at the rate of one and one-half (1 1/2) times the Employee's regular straight time hourly rate.

Section 34.02 Time paid for holidays and vacations shall be considered time worked for the purpose of computing overtime for all Employees.

Section 34.03 All Employees may elect to receive compensatory time off in lieu of overtime pay and must select the method of payment prior to the end of the pay period. Employees may accumulate compensatory time to a maximum of seventy-five (75) hours, based on one and one-half hours for each hour worked. Any overtime worked in excess of such seventy-five (75) hours maximum shall be paid.

Section 34.04 Compensatory time off shall be scheduled in a manner so as not to interfere with the efficient operation of any Department where it does not create pyramiding of time off, and shall require the approval of the Department Head.

Section 34.05 Compensatory time off shall be scheduled in a manner so as not to interfere with the efficient operation of any Department and shall require the approval of the Department Head.

Section 34.06 A minimum of two (2) hours pay shall be paid when the Employee is required to work during those hours which are not contiguous to the Employee's scheduled shift. A minimum of four (4) hours of pay shall apply effective December 1, 2015 of this contract.

Section 34.07 Employees may be subject to recall to duty during their normal off-duty hours to assist in the handling of emergencies. Said Employees shall be compensated at their base rate of pay for a minimum of two hours. A minimum of four (4) hours shall apply effective December 1, 2015 of this contract.

Section 34.08 Overtime hours shall be recorded to the nearest tenth of an hour.

Section 34.09 During the changes in Daylight Savings Time (Spring and Fall) actual hours worked will be paid.

ARTICLE 35 - DEFERRED COMPENSATION

Section 35.01 The City hereby adopts a plan under the Ohio Public Employees Deferred Compensation Program or other approved deferred compensation program and extends to all eligible Employees the opportunity to join.

Section 35.02 The Mayor and/or Administrative Director are hereby authorized and directed to execute an agreement with the Ohio Public Employees Deferred Compensation Board or other approved deferred compensation program on the terms and conditions which the Mayor determines are in the best interest of the City, which agreement shall authorize the Board to offer a plan under the Program to all eligible Employees and thereafter to administer the plan on behalf of such Employees.

ARTICLE 36 - LABOR-MANAGEMENT COMMITTEE

Section 36.01 The Union shall have a Labor-Management Committee consisting of not more than 2 Union representatives. The Committee shall meet with the City's Labor Relations Committee at least every four (4) months, unless waived by both parties, to discuss matters of mutual concern within the Department.
The Committee shall have the authority to make recommendations to the Employer and the Union, but such recommendations shall be advisory only.

ARTICLE 37 – FITNESS FOR DUTY

In cases where the Fire Chief or Safety Director feels an Employee is unable to perform the essential elements of his/her position, defined as not being able to assist or perform such tasks as is required for the safe operation of the functions of the Fire/EMS service. To determine a lack of performance level, the Chief, his officers and/or peers who are members of this bargaining unit would observe such performance and report same to the Chief or Safety Director for determination. A member of the bargaining unit shall be chosen to represent the union member who is affected. They may have a meeting with the Chief or Safety Director to determine if reason given is legitimate.

The employee will be directed to take the current agility test in effect, (Firefighters Combat Challenge, currently being offered at Cuyahoga Community College), at the City's expense to determine fitness. Should the employee fail to satisfactorily complete the test, the employee will be given six months to prepare him/herself to take the test again. Should the employee fail to satisfactorily complete the test a second time, he/she will be given another six month period to prepare him/herself to take the test again. Should the employee fail the test a third time, the employee will be discharged from the Fire Department.

The above test procedures will apply to all full time personnel with the exception of Tony Konte. Since hired prior to the Firefighters Combat Challenge being used currently, they will be tested, if necessary, with the agreed upon test as outlined in Exhibit A attached hereto. The timeline mentioned above will remain the same for the test outlined in Exhibit A.

ARTICLE 38 – DRUG AND ALCOHOL TESTING

Section 38.01 Drug and alcohol screening/testing may be conducted upon reasonable suspicion. Reasonable suspicion shall arise when observation of the Employee while on duty imparts an impression that the Employee is in an impaired state. Such observation must be reported to the Officer in Charge and to the Fire Chief, and if not available, then to the Administrative Director or Mayor prior to ordering the Employee to undergo screening.

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

Section 38.02 All drug screening tests shall be based upon a urine sample and conducted by medical laboratories licensed by the State of Ohio. The procedure utilized by the test lab shall include a chain of custody procedure and mass spectroscopy confirmation of any positive initial screening. All alcohol screening tests shall be conducted using an evidential breath testing device.

Section 38.03 Drug screening tests shall be given to Employees to detect the illegal use of controlled substances as defined in the Ohio Revised Code. Alcohol tests will be given to determine if an employee is under the influence while on the job. If the drug screening is positive, the Employee shall be ordered to undergo a confirmatory test using the gas chromatography-mass spectrophotometry method which shall be administered by a medical laboratory licensed by the State of Ohio. The Employee may have a second confirmatory test done from a part of the original sample at a medical laboratory licensed by the State of Ohio of his/her choosing, at his/her expense.

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

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

Upon the conclusion of such investigation, the Fire Chief shall issue a written reprimand for a first offense. In any subsequent offense, the Fire Chief shall have the right to take disciplinary action up to and including discharge pursuant to Article 13.

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

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

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

Section 38.05 If the Employee refuses to undergo rehabilitation or detoxification, or if he/she fails to complete a program of rehabilitation, or if they test positive at any time within two (2) years after his/her return to work upon completion of the program of rehabilitation, such Employee shall be subject to disciplinary action up to termination pursuant to Article 13.

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

Section 38.06 No drug or alcohol testing shall be conducted without the authorization of the Fire Chief, or in the Fire Chief's absence, the normal chain of command. If the Fire Chief orders, or in the Fire Chief's absence, the normal chain of command orders, the Employee shall submit to a toxicology test in accordance with the procedure set forth above. Refusal to submit to toxicology testing after being ordered to do so may result in disciplinary action up to and including discharge. Records of drug and alcohol testing shall be kept in the official personnel file and shall be kept confidential except as provided by Ohio Public Records Laws, however, test results and records may be used in future disciplinary actions as set forth in this Article.

Section 38.07 The Employee shall be given a copy of the laboratory reports before any discipline is imposed.

Section 38.08 Prohibition against controlled substances: The unlawful manufacture, distribution, sale, possession, or use of a controlled substance is strictly prohibited at the workplace. An Employee who violates this section is subject to the discipline up to termination from employment and/or referred to an appropriate law enforcement authority.

Section 38.09 Employees that purposely make false accusations pursuant to this Section shall be subject to discipline including, but not limited to, discharge.

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

ARTICLE 39 - PERSONNEL FILES

Section 39.01 All Employees shall have the right, upon reasonable request, to review his personnel file as maintained by the Safety Director. He may have a representative of the Union present when reviewing the file, along with an Employer representative. A request for copies of items included in the file shall be honored.

Section 39.02 Should an Employee, upon review of his file, come across material of a negative or derogatory nature, the Employee may provide a written and signed comment in rebuttal, mitigation, or explanation of said material, which comment shall remain in the Employee's file so long as the negative material remains. An Employee may request removal of specific items in his file, which request would be subject to review and the Employer's approval on a case-by-case basis, and the removal of an item shall be subject to the Ohio Public Records Act. All items in an Employee's file with regards to complaints and investigations will be clearly marked with respect to final disposition to the extent permitted by law.

Section 39.03 Records of any verbal or written reprimands will cease to have force and effect and shall not be used in progressive disciplinary measures one (1) year after the effective date of the reprimand providing there are no intervening reprimands during the period.

Records of any suspensions will cease to have force and effect and shall not be used in progressive disciplinary measures two (2) years after the effective date of the suspension providing there are no intervening disciplinary actions during that period.

ARTICLE 40 - CONFORMITY TO LAW

Section 40.01 This Agreement shall be subject to and subordinated to any applicable present and future Federal and State laws, in accordance with Chapter 4117 of the Ohio Revised Code, 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 40.02 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) 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 is such invalid provision(s) thereof had not been included herein.

ARTICLE 41 - MISCELLANEOUS

Section 41.01 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular and words whether in the masculine or feminine genders shall be construed to include all of said genders.

By use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

Section 41.02 All appendices and amendments to this agreement shall be numbered, dated, and signed by the responsible parties and shall be subject to all the provisions of this agreement.

ARTICLE 42 - HEADINGS

Section 42.01 It is understood and agreed that the use of headings before Articles and paragraphs are for convenience only and no heading shall be used in the interpretation of an Article or paragraph or affect the interpretation of an Article or paragraph.

ARTICLE 43 - OFF DUTY RESPONSE

Section 43.01 Any off-duty Full-time Personnel shall be considered to be acting in the line of duty when he responds to any emergency situation within the City of Mentor-on-the-Lake requiring that he render assistance as a Firefighter, Paramedic and/or Lieutenant or Captain.

Section 43.02 Any off-duty Full-time Employee acting in the line of duty as stated in Section 43.01 whose clothing becomes destroyed or damaged shall have the clothing replaced at the expense of the City, upon approval of the Fire Chief.

ARTICLE 44 - RESIDENCY

Section 44.01 Full-time Personnel shall conform to the residency requirements of the current City Civil Service rules.

Section 44.02 All Employees active as of the date of this agreement shall have the right to petition the City Civil Service Commission for waiver of the current residency mileage requirement upon serious consideration of purchasing a new home outside the current mileage limits.

Section 44.03 The City and the Union agree on the permissibility of this article and agree that the City Civil Service Commission shall have the sole discretion to make any waivers on a case by case basis.

ARTICLE 45 - SUCCESSORS

Section 45.01 This agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained, shall be affected, modified, altered, or changed in any respect whatsoever by the consideration, merger, annexation, transfer, or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

ARTICLE 46 - OBLIGATION TO NEGOTIATE

Section 46.01 The Employer 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 46.02 Therefore, for the life of this Agreement, the Employer 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. In addition, each party agrees that the other shall not be obligated to negotiate regarding 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 47 - TOTAL AGREEMENT

Section 47.01 This Agreement represents the entire Agreement between the City and the Association and unless specifically and expressly set forth in the written provisions of or references within this Agreement, all rules, regulations, benefits and practices previously and presently in effect may not be modified or discontinued by the City unless otherwise agreed to by the Association.

ARTICLE 48 - RETROACTIVE PROVISIONS

Section 48.01 Any person not in the employ of the Employer as of this date of execution of this Agreement shall not be entitled to receive any retroactive benefits which would otherwise be payable to those persons who are in the employ of the City of such date.

ARTICLE 49 - DURATION

Section 49.01 Except where otherwise provided in wage rates, holidays and other similar articles, this agreement shall become effective when ratified by both parties. The contract shall remain in full force and effect until 12:00 - midnight on December 31, 2018.

Section 49.02 The parties agree that the terms of this agreement shall remain in full force and effect until a successor agreement is executed.

Section 49.03 Upon mutual agreement by both the Union and the City, to renew or modify this agreement, the requesting party shall give written notice to the other party; stating their wishes to modify the agreement and to negotiate such modifications. Requests for the re-negotiation of any item(s) shall not be made more than 180 days prior to the expiration of this agreement or second and third year wage and uniform allowance re-openers. If the request is to modify, the notification shall include a list of the Article(s) to be modified and the modifications requested as well as any new proposals. The parties shall meet at a mutually agreeable time thereafter to discuss the proposals and to establish negotiating procedures to be followed, and thereafter, use all best efforts to negotiate in good faith.

Section 49.04 If 30 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 intervened as provided in Ohio Revised Code Section 4117.14 (C)(2) and succeeding paragraphs or the parties may develop mutually agreeable procedures for resolving outstanding issues in dispute.

ARTICLE 50 - EXECUTION

Section 50.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day of _____,20____.

FOR THE ASSOCIATION:	FOR THE CITY:
_____	_____
Union President	**David R. Eva, MAYOR/DIRECTOR OF PUBLIC SAFETY**
	_____
	Kip L. Molenaar, ADMINISTRATIVE DIRECTOR

KLM/Word/Fire Dept/FT FIRE CONTRACT 2016- 2018 .doc
2.24.16

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ARTICLE 50 - EXECUTION

Section 50.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 24th day of FEBRUARY ,20 16.

FOR THE ASSOCIATION:

Anthony Konte

Union President

FOR THE CITY:

David R. Eva

David R. Eva, MAYOR/DIRECTOR OF PUBLIC SAFETY

Kip L. Molenaar, ADMINISTRATIVE DIRECTOR

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