

RECORD OF ORDINANCES

Ordinance
~~Resolution~~ No. 2022-61

Passed OCTOBER 5, 2022

SPONSOR: SAFETY COMMITTEE

AN ORDINANCE ADOPTING THE FIRE DEPARTMENT'S FULL-TIME EMPLOYEE HANDBOOK AND CREATING FIVE (5) FULL-TIME FIREFIGHTER POSITIONS; AND DECLARING AN EMERGENCY.

WHEREAS, to preserve and protect the residents of Mogadore and to maintain the efficient and effective operation of the Fire Department of the Village of Mogadore, Council deems it necessary to create five (5) full-time firefighter positions; and

WHEREAS, Village Council deems it necessary and proper to adopt a full-time employee handbook for the fire department with the addition of full-time employees in the fire department.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Mogadore, Counties of Summit and Portage, State of Ohio, that:

SECTION 1: That Village Council hereby approves and adopts the Fire Department Full-Time Employee Handbook, a copy of which is attached hereto as Exhibit "A" and incorporated herein.

SECTION 2: In accordance with the Fire Department Full-Time Employee Handbook and Ohio law, that five (5) full-time firefighter positions with the Village Fire Department

SECTION 3: All other ordinances, resolutions, or parts of other ordinances and resolutions which may be in conflict with the provisions of this ordinance are hereby declared null and void and are of no further force and effect.

SECTION 4: That the aforesaid recitals are rendered to be the findings of this Council and are hereby incorporated into this Ordinance.

SECTION 5: The Village of Mogadore finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in open meetings of this Council and any deliberations of this Council and any of its committees that resulted in this formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 6: This Ordinance is hereby declared to be an emergency measure necessary to equalize wages for the part-time parks and recreation personnel and in time for the season and for the immediate preservation of the public peace, health, and safety of the residents of the Village of Mogadore and shall take effect and be in force upon its approval by the Mayor or at the earliest period allowed by law.

RECORD OF ORDINANCES

Ordinance
Resolution No. 2022-61

Passed OCTOBER 5, 20 22

Michael Raddish 10-5-22
President Council Date

Michael 10-5-22
Mayor Date

Attest:

[Signature]
Clerk-Treasurer

**THE VILLAGE OF MOGADORE
FIRE DEPARTMENT
FULL-TIME EMPLOYEE HANDBOOK**

TABLE OF CONTENTS

I. INTRODUCTION

- A. Purpose and Coverage
- B. Effective Date of this Handbook
- C. Equal Employment Opportunity
- D. Americans with Disabilities Act

II. EMPLOYMENT PROCEDURES

- A. Village/Employer Rights
- B. Tobacco Free Zone
- C. Health and Safety
- D. Full-Time Firefighter Job Description
- E. Job Assignments
- F. Temporary Job Assignments
- G. Probationary Period
- H. Seniority
- I. Personnel Files
- J. Performance Evaluations
- K. Regular Hours of Work
- L. Overtime
- M. Layoff and Recall
- N. Training

III. PAYDAYS & PAYROLL DEDUCTIONS

- A. Paydays
- B. Wages
- C. Payroll Deductions
- D. Longevity
- E. Call-In Pay
- F. Clothing and Equipment Allowance (Allowance)
- G. The Mogadore Firefighters Association
- H. Insurance
- I. Expense Reimbursement
- J. Expense Reimbursement-Cost Standards

IV. HOLIDAYS, VACATION, LEAVE & ABSENCES

- A. Holidays
- B. Vacation
- C. Sick Leave
- D. Military Duty
- E. Injury Leave

- F. Leave of Absence
- G. Court Time and Jury Duty
- H. Funeral Leave
- I. Paternal Leave

V. HARASSMENT FREE WORKPLACE

- A. Harassment/Bullying
- B. Complaints
- C. Retaliation
- D. False Complaints

VI. DISCIPLINARY ACTION

- A. Employee Rights

VII. DRUG FREE WORKPLACE

- A. Definitions
- B. Procedures
- C. Decision to Screen for Cause
- D. Screening Process
- E. Testing Methodology
- F. Screening Standards
- G. Screen Results
- H. Role of Medical Review Officer
- I. Disciplinary Action and Appeal
- J. Third-Party Administrator
- K. Notice of Education of Employees Regarding Testing
- L. Probationary Employee Drug Testing
- M. Participation in a Treatment Program

EXHIBIT A: Job Description-Full-Time Firefighter

EXHIBIT B: Employee Handbook Acknowledgment

EXHIBIT C: Village of Mogadore Fire Department Sick Leave Donation Program

I. INTRODUCTION

A. Purpose and Coverage

The purpose of this Employee Handbook is to set forth personnel policies for the full-time employees of the Village of Mogadore Fire Department. Many of the rights and responsibilities outlined in this Handbook are based on provisions contained in the Villages' Codified Ordinances, Village's Charter and the Ohio Revised Code. When a direct conflict exists between Federal, State, and local law and these policies, Federal, State, and local laws prevail.

The Village cannot foresee all personnel issues and concerns that may arise. The Village of Mogadore reserves the right to revise, modify, amend, or delete any policy, procedure, benefit, or regulation when necessary. An amendment affects only the specific policy it modifies and does not affect the enforceability of the remainder of this Employee Handbook.

Words contained within the Employee Handbook, whether in the masculine or feminine gender, shall be construed to include both genders. The use of the masculine or feminine gender is for convenience only and is not to be construed as discriminatory by reason of sex.

Employees are expected to read, understand, and comply with the guidelines set forth in this handbook. Upon completion, the Employee shall sign the Acknowledgement, attached as Exhibit B, and provide it to the Fire Chief.

In accordance with the FAIR HIRING ACT, the Village has the power to hire, compensate, discipline and discharge employees. The Village adheres to the doctrine of employment "at will", for all employees, unless or except as otherwise modified by applicable statute. Employment with the Village is not offered, contracted, or promised for any specific length of time. Employees voluntarily enter into the employment relationship and are free to terminate their employment at any time – with or without reason. Just as employees are free to terminate their employment at any time with or without a reason, the Village reserves the same right, on the same basis, to terminate their employment.

THE PROVISIONS OF THIS HANDBOOK ARE NOT TO BE INTERPRETED AS A PROMISE OF CONTINUED EMPLOYMENT, A GUARANTEE OF INSTITUTIONAL DUE PROCESS, OR A COMMITMENT TO EXISTING OR PREVAILING COMPENSATION. THE POLICIES ARE SUBJECT TO CHANGE AT THE DISCRETION OF THE MAYOR AND COUNCIL.

B. Effective Date of this Handbook

This handbook replaces all prior effective human resource policies, practices, verbal communications, and written memos that may have been issued on the subjects herein.

C. Equal Employment Opportunity

The Village of Mogadore Fire Department is an equal opportunity employer. It is the Village's policy to make all employment decisions without regard to a person's creed, political affiliation, race, color, religion, national origin, disability, age, gender, military veteran or disabled veteran, and all other categories protected by Federal and state laws. No appointing authority, supervisor or other employee may discriminate against a person with respect to the terms and conditions of employment.

All full-time fire department employees shall be treated fairly and equitably based on the person's merit, fitness, and occupational qualifications.

The "Complaints," "Retaliation," and "False Complaints" sections of the Village Harassment Free workplace policy set forth below shall apply with equal force and effect to the Village of Mogadore Equal Employment Opportunity policy.

D. Americans with Disabilities Act

The Americans with Disabilities Act (ADA), 42 U.S.C. ** 12101 et seq. prohibits discrimination in hiring, promotions, transfers or any other benefits or privilege of employment of any qualified individual with a disability. To be considered a qualified individual, the employee must satisfy the required skills, experience, education, and other job-related requirements of the position held or desired and must be able to perform the essential functions of the position, with or without a reasonable accommodation. The Village shall reasonably accommodate a qualified employee with a disability unless the accommodation would pose an undue hardship to the Village. Decisions as to whether an accommodation is reasonable shall be made on a case-by-case basis. Employees who believe they are in need of a reasonable accommodation are responsible for making their supervisor aware of this need.

The "Complaints," "Retaliation," and "False Complaints" sections of the Village's Harassment Free Workplace policy, as set forth below, shall apply with equal force and effect to this ADA policy.

The Village shall not accommodate a full-time fire fighter's use of medical marijuana as part of an approved treatment for any qualifying conditions as defined in Section 3796.01 of the Ohio Revised Code.

II. EMPLOYMENT PROCEDURES

A. Village/Employer Rights

Except as expressly limited in this Handbook or the Village's Codified Ordinances and Charter, the Village shall have and shall maintain the exclusive right to administer the business of the Fire Department in addition to all other functions and responsibilities which are required by law. It is understood that such management rights include, but are not limited to, the following: The right to determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the employer standards of service, its overall budget, utilization of technology, and organizational structure;

- The right to direct, supervise, evaluate and hire employees;
- The right to suspend, discipline, demote or discharge for just cause, or layoff due to lack of work or lack of funds, transfer, assign, schedule, promote, or retain employees;
- The right to promulgate reasonable rules, regulations and directives;
- The right to maintain and improve the efficiency and effectiveness of the department;
- Any and all other duties as directed by the Chief or his designee;
- The right to determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- The right to determine the adequacy of the workforce;
- The right to determine the overall mission of the employer as a unit of the government;
- The right to effectively manage the workforce; and
- The right to take action to carry out the mission of the public employer as a governmental unit.

B. Tobacco Free Zone

The Village of Mogadore is a tobacco free zone. There is no smoking or use of any type of tobacco or tobacco related products on Village property.

C. Health and Safety

Safety must be a prime concern and responsibility of both parties. Therefore, both parties accept the responsibility to attempt to provide safe working conditions and establish safe working practices for their employees.

The employee(s) accepts the responsibility to maintain their tools, equipment and work area in a safe and proper manner and accepts the responsibility to follow all safety rules and safe working methods of the Employer.

D. Full-Time Firefighter Job Description

See Exhibit A to this Employee Handbook.

E. Job Assignments

Employees are expected to perform the specific duties set forth in their job descriptions as well as any other duties assigned by their supervisor. All employees shall be required to perform any and all temporarily assigned duties for which they are capable, regardless of their usual or customary duties or job assignments.

F. Temporary Job Assignments

A temporary assignment may be used:

- To fill a vacancy caused by an employee's absence due to sick leave or other approved leave of absence;
- To provide vacation relief scheduling;
- To meet an emergency situation
- To fill an open position, pending appointment;
- To replace an employee who is temporarily incapacitated from working; and
- For any other reason as determined by the Fire Chief or Mayor.

An employee temporarily assigned to substitute in a different job classification with a lower rate of pay shall receive the regular rate of pay as his normal assignment.

An employee temporarily assigned to a position with a higher rate of pay shall receive the rate of pay corresponding to the temporary assignment.

G. Probationary Period

Every new full-time employee will be required to complete a one (1) year probationary period. The probationary period for new full-time employees shall begin on the employee's date of hire. A newly hired, probationary full-time employee may be terminated during their probationary period without advanced notice and without cause. The probationary full-time employee shall have no appeal over such removal. Probationary employees will be given a written performance review after four (4), eight (8) and eleven (11) months for a total of three reviews.

H. Seniority

Seniority is defined as the length of time a full-time employee has been continuously employed by the Village, using the calculations for village service time that is utilized by the Police and Fireman's Disability and Pension Fund. **For determining the position of Shift Lead all continuous Part Time Employment with the Mogadore Fire Department shall be counted towards the shift lead position only.**

An employee shall automatically lose all their seniority when one or more of the following occur;

1. The employee resigns, quits, or retires;
2. They are terminated for just cause;
3. They are laid off for a period exceeding eighteen (18) months; or,
4. They fail to report to work within ten (10) working days upon receipt of a recall notice sent by the Employer.

I. Personnel Files

It is recognized by the parties that the Employer may establish regulations for the custody, use, and preservation of the records, papers, books, documents, and property pertaining to the employer or their employees. Employees may request to view their personnel files in accordance with Ohio Revised Code 149.43. Such examination shall be made on non-work time or at some other mutually agreed upon time.

Personnel files are public records as defined by ORC 149.43, except as otherwise protected by Ohio Law. Records are maintained in the Fire Chief's Office and shall be released in accordance with the policies of the Village of Mogadore and the law. Pursuant to current law, all medical records shall be maintained in a separate file and are not considered to be public records.

Employees are not permitted to alter, add or remove documents or other information contained in their personnel files without written authorization from the Mayor. If an employee has reason to believe there are inaccuracies in documents contained in the personnel file, the employee may write a memorandum or letter explaining their position, and have the letter or memo attached to the documents in question. An employee who alters, adds, or removes documents of information from his personnel file, without prior approval, may be subject to disciplinary action up to and including discharge.

Employee personnel files shall include but may not be limited to individual employment data, payroll information, work time schedules, records of additions or deductions paid, application forms, records pertaining to hiring, promotion, demotion, transfer, layoff, and termination.

Nothing herein shall prevent the dissemination of impersonal statistical information.

Any record of discipline in excess of Two (2) years old shall be removed from the employee's personnel file. After removal from the employees' personnel file said records may be maintained by the Employer consistent with law and policy however shall be maintained separate and apart from the employee's personnel file.

J. Performance Evaluations

All full-time, non-probationary employees shall be evaluated at least once each calendar year, thereafter. The employee's supervisor shall review and discuss the performance evaluation with each of his employees. The employee shall sign a copy of the performance evaluation, acknowledging that a review was conducted. The employee shall receive a copy of the performance evaluation; and if he chooses, may submit a separate written response, which will be attached to the evaluation and placed in employee's personnel file.

K. Regular Hours of Work

The standard work period for all full-time employees covered by the terms of this agreement shall be 48-hour average work week in a 28-day cycle. This shall commence on a Saturday at 12:00 a.m. and end on a Friday at 11:59 p.m. This shall not constitute a guaranteed workday.

The standard workday shall be Twenty-Four (24) hours. Starting at 0800 hours and ending at 0759 the next morning.

Days of work and hours of work shall not be changed to avoid the payment of overtime unless mutually agreed upon by the Employer and the employee.

L. Overtime

Employees become eligible for overtime compensation when they work in excess of the standard, scheduled number of hours appropriate for their position and work schedule. Overtime shall be paid at time and one half (1.5) their hourly rate of pay.

- A. Emergency alarms and court time that is outside of an employee's work schedule will be paid a minimum of two (2) hours or actual time worked at 1.5 time their hourly rate of pay. However, being asked to stay over beyond one's scheduled end of their work schedule, or, being asked to come in one (1) hour early, shall not qualify for a 2-hour minimum. Further, if any employee signs out early before being released, they shall be paid for only the actual time worked.

- B. When an on-duty employee is relieved by an on-coming crew employee prior to the end of their normally scheduled shift and a call for service is requested. The employee shall not qualify for the 2-hour minimum should the request for service initiate a general alarm. The employee shall be compensated for actual time worked at 1.5 times their hourly rate to the next quarter hour until the emergency alarm is terminated.
- C. When an employee arrives early for a shift due to a call, they shall be paid for the worked and shall not qualify for the 2-hour minimum.
- D. Schedule trades shall not be allowed when such trades result in the Fire Department being required to pay overtime.
- E. A full-time employee who works more than their normal workday or week may elect to receive pay or compensatory time in lieu of paid overtime. Compensatory time shall be earned at the rate of one and one-half (1 ½) times the time worked. If an employee elects to earn compensatory time, it shall be placed in a "comp bank" for use as future time off, not to exceed a maximum accumulation of 120 hours per employee. In the event an employee reaches the 120-hour maximum any overtime earned thereafter shall be paid. The 120-hour bank shall be a revolving bank in which as compensatory hours are used, they can be earned again to the established maximum.
- F. Each employee shall be responsible for designating, in writing to the Employer, their election of pay or compensatory time for overtime at the conclusion of the time worked.
- G. Compensatory time cannot be used as time off during the same pay period in which is accrued. The Employee must turn in their election between pay or compensatory time by 1800 hours the first Sunday following the close of the pay period in which the time was earned. Failure of an employee to so designate will result in a default payment of overtime. Compensatory time off may be granted with at least twenty-four (24) hour prior notice to, and approval of, the Chief of Fire or their designee. Failure of an Employee to so request shall result in the denial of the request for compensatory time use; vacation, sick and/or personal time shall be administered according to their own procedures. All remaining compensatory time for a deceased employee shall be paid to the employee's spouse or, if unmarried, to their designated beneficiary.

Except as otherwise provided, compensatory time shall only be paid quarterly and only so long as a request for payment has been submitted by the Employee at least one (1) week prior to the end of the last full pay period in May, August, November, or February. Such payments shall be made with the first pay period of June, September, December, or March.

M. Layoff and Recall

When the Employer determines that a layoff is necessary due to lack of work or lack of funds, the Employer shall notify the effected employee(s) at least fourteen (14) days in advance of the effective date of layoff.

Layoffs shall be made in order of Seniority, with the most junior full-time employee to be laid off first, up to the number of employees to be laid off.

Employees who are laid off shall be placed on a recall list for a period of eighteen (18) months. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff.

Notice of recall shall be sent to the employee(s) by registered mail. Employer shall have been deemed to have fulfilled its obligation by mailing the recall notice by registered mail, return receipt requested, to the last mailing address of the employee.

The recalled employee shall have ten (10) calendar days following the date of the receipt of the recall notice to notify the Employer of the employee's intention to return to work.

N. Training

The Chief shall formulate a training policy to strengthen and uphold the level of professionalism within the Village of Mogadore Fire Department.

Training will be provided to all employees based on the Chiefs recommendations.

The Village shall provide for tuition reimbursement for one (1) class per semester with respect to Fire/EMS related course work completed. To qualify, an employee must secure advanced approval by the Chief. Upon successful completion of the course proof of payment and proof of grade must be submitted to the chief before reimbursement may occur. Reimbursement will be for tuition, books and necessary materials required for the course. Reimbursement shall be made on the following basis:

<u>Grade</u>	<u>Percentage</u>
A	100%
B	80%
C	60%
D	0%
F	0%

III. PAYDAYS & PAYROLL DEDUCTIONS

A. Paydays

Paychecks shall be issued bi-weekly.

B. Wages

Effective January 1, 2021, the starting hourly rate shall be paid Twenty and 03/100 Dollars (\$20.03) per hour.

C. Payroll Deductions

Deductions are made from an employee's paycheck as required by law, in accordance with the employee benefit plan, or as requested by the employee. These deductions are itemized on the employee's pay statement.

D. Longevity

On the first day of a new pay period following a full-time employee's completion of four, nine, fourteen, nineteen and twenty-four years of service with the Village of Mogadore Fire Department, said full-time employee shall be entitled to, in addition to current base salary, an amount equal to one, two, three, four, and five percent respectively of the current base salary. Said monies will be paid on an ongoing basis to coincide with regular pay periods.

E. Call-In Pay

A member who is called in to work during any time falling outside of the members previously scheduled shift, shall be compensated for a minimum of two (2) hours at their appropriate rate of pay.

F. Clothing and Equipment Allowance (Allowance)

All full-time employees shall receive a cash clothing and equipment allowance of One Thousand Two Hundred Fifty Dollars (\$1,250.00) each year. Employees shall receive their annual clothing allowance during the pay period falling on their anniversary date.

Dentures, watches, optics or clothing and equipment items that are damaged or ruined while performing Fire duties shall be replaced by the Employer. Such replacement shall be made upon the approval of the Chief.

New hires shall be provided with the current annual clothing/equipment allowance. If the new hire fails to complete his/her first full year of employment with the Fire Department, the employee is required to reimburse the Village One Hundred Dollars (\$100.00) for each month remaining in that first year when their employment with the Village ends. For example, if the new hire works only six months, then the employee must reimburse the Village Six Hundred Dollars (\$600.00) of the received Allowance.

Station Uniforms shall consist of the following:

1. Full time personnel that are working on shift shall wear an approved Mogadore Fire Department uniform as described below.
 - a. Class B uniform shall consist of Navy colored Workrite shirt. Mogadore Department patch on left upper arm, either metal or embroidered badge over left breast pocket and name plate over right pocket. Silver badge and name plate for firefighters and gold for officers. Pants shall be Workrite Navy in color. black belt, black socks, and black work shoes/boots.
 - b. Class C uniform shall consist of Navy colored Workrite pants with Mogadore Fire Department approved Navy Tee shirt, Sweatshirt, or Duty Shirt. These shall be worn with black belt, black socks and black shoes/boots.
2. Personnel shall be in uniform within 15 minutes of start of shift.
3. In case of a fire or messy call, while on duty, coveralls shall be provided to change into after your shower.
4. Navy Work Shorts may be worn during the months of May - September with the approved shirts.
5. Full time employees shall obtain a Class A Uniform as listed per policy, within completion of year 2.

Class B uniform shall be worn for public presentations, council meetings, or any other time as directed by the Chief.

G. The Mogadore Firefighters Association

All full-time employees of the Village Fire Department shall be members of the Mogadore Firefighters Association. As a term of employment, the full-time employee will be required to sign an authorization allowing the Village to deduct the dues for the Mogadore Firefighters Association, all subject to State and Federal laws.

Previously signed authorizations shall continue to be effective until revoked in writing,

Dues deductions shall be made on a monthly basis, and paid to the Association, with the Employer providing a list of those employees for whom dues deductions have been made.

The Association and the full-time firefighters shall indemnify and hold the Village/ Employer harmless against any and all claims, demands, suits or other forms of liability that arise out of by reason of action taken or not taken by the Employer for purposes of complying with any of the provisions of this subsection.

H. Insurance

The Employer will provide insurance on behalf of each full-time employee and eligible dependents for hospitalization, medical, optical, and dental insurance. Monthly premium payroll deductions will be at the same rate as all other full-time Village of Mogadore Employees.

Village/Employee Contributions.

A. Health Insurance.

1. Employees shall pay the following health insurance premium contributions:
 - (a) 10% of non-Health Savings Account (HSA) health insurance premiums; and,
 - (b) 5% of HSA plan premiums.
2. The employee's contribution toward the health insurance premium shall be deducted from pre-tax dollars from the employee's paycheck pursuant to a Section 125 Plan, subject to IRS regulations.

B. Dental/Vision Insurance.

1. The Village shall pay the dental and vision insurance premiums.

Insurance coverage shall be also provided for the surviving spouse and/or eligible children of a deceased employee for a period of three (3) months after death.

The Employer will provide and pay the full premium for all full-time employees for a life insurance policy in the face of fifty thousand dollars (\$50,000.00)

HSAs. If Health Savings Accounts (HSAs) are offered, the Village will fund a participating employee's HSA at the following levels: \$400 for single/\$800 for family.

Employees who are eligible for health care may "opt-out" at their election and will receive payment of one hundred (\$100) dollars per month.

I. Expense Reimbursement

Permission to travel on Village business is documented by completing a Travel Expense Report. The Travel Expense Report is to be completed and approved in advance. Travel may be approved after it has taken place only if "there are unusual and extenuating circumstances of an emergency nature". Anyone traveling without an approved Travel Expense Report does so at the risk of being denied reimbursement of expenses. The attached request for estimated expenses shall be utilized for all travel and reimbursement of expenses.

(See Attachment D -Travel Expense Report - Request for Estimated Expenses)

J. Expense Reimbursement - Cost Standards

1. Transportation

- a. Travel by air, rail, or bus must be at the lowest and best available rate. Per the Ohio Ethics Commission Advisory Opinion No. 91-010 indicates that employees of a government should not accept, solicit, or use the authority or influence of their position to secure, for personal travel, a discounted or free "frequent flyer" airline ticket or other benefit from an airline if the ticket or other benefit was obtained from the purchase of airline tickets used for official Village travel. It is the policy of the Village of Mogadore that it prohibits the accumulation of "frequent flyer" miles by employees earned on official Village travel which is paid for or reimbursed by the Village or requires employees to use such miles earned for future official Village of Mogadore travel.
- b. Tickets for transportation should not be purchased/ordered until the Travel Expense Report has been approved. Tickets purchased without Travel Expense Report approval are the employee's risk. Tickets lost or stolen are the liability of the employee authorized to travel and the cost must be reimbursed to the Village of Mogadore. Any airline tickets purchased by the Village of Mogadore and canceled at the employees request and not reused within one year must be reimbursed by the employee.

- c. Employees are encouraged to carpool whenever possible. Mileage is payable to only one (1) of the two (2) or more employees traveling on the same trip in the same vehicle.
 - d. Village of Mogadore vehicle(s): If the department has a Village car, it should be made available to the traveling employee to reduce Village expenses - even if it is necessary to temporarily reassign the car for the traveling employee's use. Employees may be reimbursed for fuel or repair expenses incurred while driving a Village vehicle. Receipts must be turned in with the Travel Expense Report.
 - e. Private vehicle: When using a private vehicle, the employee is reimbursed at the current IRS rate. Any gasoline, damages, needed service, or repairs to private vehicles are the responsibility of the employee, as these costs are included in the per-mile cost reimbursement. Mileage reimbursement is calculated from the work reporting location to the destination, not from the employee's home. The vehicle "shall be insured by the owner and the owner shall save and hold harmless the Village of Mogadore from any and all claims arising from such use. The limit on private vehicle mileage distance one way shall not exceed three hundred (300) miles unless otherwise approved by the Village of Mogadore. If an employee requests to drive when airfare is feasible, they will be reimbursed the amount which is the lesser of travel by air or private vehicle, not to - exceed mileage of three hundred (300) miles one way.
 - f. Rental cars are approved only when there are extenuating circumstances. Requests for rental cars must be on the Travel Expense Report with an explanation of why one is necessary.
2. Hotel Accommodations
- a. Overnight stays in adjoining counties (Cuyahoga, Portage, Stark, Wayne, and Medina) require prior approval from the Village of Mogadore.
 - b. Employees are reimbursed at the single room rate. If a spouse or guest is sharing the room with the Village of Mogadore employee, the employee is only reimbursed at the single room rate.
 - c. A detailed original billing showing payment must be submitted with the Travel Expense Report. Telephone calls of a business nature must be identified for reimbursement.
 - d. Hotel reservations must be made in the name of The Village of Mogadore (on behalf of the employee) and paid with a village check. If this policy is not followed the Village of Mogadore will not reimburse the State sales tax.

3. Meals

- a. Meals are reimbursed at a per diem rate. Receipts are required for meals. Alcohol or tobacco expenses will not be reimbursed by the Village.
- b. Employees are not reimbursed for meals that are included in the cost of the conference. An itemization of what the registration fee includes must accompany the Travel Expense Report. This itemization should include meals.

IV. HOLIDAYS, VACATION, LEAVE & ABSENCES

A. Holidays

On December 1st of each year, each full-time employee shall receive a cash (check), for 8 hours per holiday, payment for the following holidays so long as they were an employee of the Village on such holiday:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving.
July 4 th	

Upon termination, each employee shall be paid for each of the foregoing holidays during the preceding calendar year during which they were employed (up to the date of termination). Each employee receiving a payment on December 1st of each year shall also receive holiday pay for Christmas Eve and Christmas Day despite the fact the holiday has not yet transpired.

In addition, each full-time employee shall be paid for a maximum of forty-eight (48) hours of personal leave at regular pay, to be taken any time through the year with the Fire Chief's approval. This personal time shall be calculated by the hour as opposed to being calculated by the day. All remaining personal time of a deceased employee shall be paid to the employee's spouse or, if unmarried, to their designated beneficiary. All unused personal leave in existence at the end of the year (December 31st) shall be forfeited by the employee.

If an employee is required to work on any of the holidays listed in Section 1, above, they shall be entitled to pay for such time worked at one and one-half (1 1/2) times their regular base rate of pay. In the event these hours worked would otherwise be considered overtime, the employee's rate of pay remains one and one-half (1 1/2) times their regular base rate of pay.

B. Vacation

Full-time employees are entitled to vacation with pay after (1) year of continuous service with the Village of Mogadore Fire Department. The amount of vacation leave, to which an employee is entitled is based upon length of service as follows:

<u>Length of Service</u>	<i>Vacation</i>
1 year but less than 5 years	96 hours
5 years but less than 10 years	144 hours
10 years but less than 15 years	192 hours
15 years but less than 20 years	240 hours
20 + years	288 hours

Employees will receive their full allowance of vacation hours on their anniversary date of hire. Employees shall schedule vacations by seniority prior to March 1st of the year of entitlement. Only one full-time employee may be on vacation at a time. Any vacation time left unscheduled after March 1st shall be scheduled on a first come, first serve basis. Employees shall be permitted to carry over 96 hours of unused vacation each year.

Each employee who is entitled to 240 hours of vacation, may at the approval of the Chief, select to forego the taking of all but 96 hours of vacation and receive an amount commensurate with the vacation earned during this time. This compensation will be paid over pay periods in the year in which the vacation could have been taken by the employee. An employee wishing to select this option must give notice of intent to select the option to the Chief by no later than March 1st in the year the employee wishes to select the option.

C. Sick Leave

Full-time Employees shall earn sick leave at the rate of 4.6 hours per pay to a limit of one hundred twenty (120) hours per year. Each full calendar month of service shall be deemed a completed month of service.

Unused sick leave for regular full-time employees may be cumulative up to Two Thousand (2,000) Hours.

Employees absent from work on authorized holidays, sick leave, vacation leave, or on special leave of absence with pay, shall continue to accumulate sick leave at the rate prescribed in Section 1 above, except that the period of accumulation shall not exceed six (6) months.

An employee eligible for sick leave with pay may use sick leave for physician's appointments for said employee or an employee of the employee's immediate family, for absence due to personal illness, injury, exposure to contagious diseases which could be communicated to other employees, and illness or injury in the employee's immediate family.

Immediate family for purposes of Section 4 shall include spouse, children, or parents. Sick leave used for the employee's immediate family under Section 4, above shall not exceed more than ten (10) days per occurrence without the approval of the Chief.

When an employee is unable to work, they shall notify the immediate supervisor no later than one (1) hour before the time the employee is scheduled to report to work.

Proof of illness, or injury to substantiate a request for sick leave pay may be requested by the Chief or their designee after two (2) consecutive days of absence or, in the judgment of the Chief or their designee, such proof is necessary, due to a pattern of undocumented sick leave that suggests an abuse of the sick leave policy.

Sick leave shall be charged in minimum units of one (1) hour.

After conclusion of your first year, the following Sick Leave Bonuses will be made available effective the first pay period in January, based on an employee's attendance in the previous calendar year:

- 1) Taken no sick leave - 24 hours pay
- 2) Taken 8 hours or less sick leave - 12 hours pay

In accordance with the following paragraph, full-time employees, with ten (10) or more years of service with the Village, who retire, or are disabled from employment, will at the time of retirement or separation be paid in cash for any unused sick leave the employee may have accrued.

Participation the DROP Program does not constitute retirement under this Section.

The Employee will be paid for accrued sick leave, a cash sum not to exceed One Thousand Hours (1,000 hours). At the employer's discretion, the Employee may be paid on a bi-weekly basis for any sick leave the employee may have accrued.

Employees shall be permitted to participate in the Village of Mogadore Fire Department Sick Leave Donation Program, attached hereto as Exhibit C.

D. Military Duty

Full-time Employees shall be entitled to receive all benefits mandated by federal and/or state law for the military service they perform.

E. Injury Leave

In the event of a service-connected injury or illness incurred in the active discharge of duty, a full-time employee may receive full pay for a period of time not to exceed one hundred eighty (180) calendar days from the date of injury. The Employer may grant additional injury leave on a case-by-case basis for such additional period as the injury may warrant. Upon approval of the injury claim by Worker's Compensation, the employee shall pay to the Employer all income benefits paid by Worker's Compensation for the period during which the employee received full pay.

To apply for sick leave, written application shall be made to the Mayor, or his designee, accompanied by a certificate from a registered physician stating that such employee is unable to work and such disability is a result of or is connected with the duties of such employee. It shall be the duty of the Village to approve or reject the application, and in doing so, they may require an examination by a registered physician of their selection. Said examination shall be paid by the Village. Approval of such injury leave request shall not be unreasonably denied.

Before any employee, who has made application to the Village for sick leave, the employee shall first make application for Worker's Compensation benefits. The employee must also complete an Injury-On-Duty report and reimbursement agreement with the Employer as soon as possible following the injury.

In the event such Injury-On-Duty is disallowed by the Bureau of Worker's Compensation or the Industrial Commission of Ohio, the employee shall be charged with all-time lost from work against their accumulated sick leave, or at the employee's option, the benefits shall be repaid in cash, vacation leave, and/or any paid leave. If the employee does not have accumulated sick leave or accumulated vacation leave to cover all or part of the time off up to and including the date the claim is disallowed, then any monies paid to the employee by the Village under this Article, shall be repaid by the employee to the Employer under agreed upon and reasonable terms.

F. Leave of Absence

The Employer may grant temporary leave without pay for a period not to exceed sixty (60) days per calendar year upon request in writing of an employee and for good cause shown and such request will not be unreasonably denied.

An employee who is unable to work due to sickness, injury, or illness, who has exhausted all available leave shall be granted leave without pay for up to one (1) year if requested in writing. When an employee who has been granted leave is approved by the Mayor as being physically and mentally able to perform their duties, they shall be returned to their former rank and position with their seniority as of the date the leave was granted.

G. Court Time and Jury Duty

If it is necessary for an employee to appear in court during their scheduled time off, they shall be compensated for a minimum of two (2) hours and be paid time-and- half based on their base rate of pay, plus allowed mileage and parking fees if driving their own vehicle.

When an employee has received notice that they are required to "check in" on a daily basis for potential jury duty, then it becomes that members responsibility to notify their supervising officer by 5:00 p.m. the same day of receipt of notification of jury duty, as to whether they must report the next morning for jury duty. Should the need arise for a member to report to jury duty, then the supervising officer shall ensure that the reporting member will not be scheduled to work a shift within the same 24-hour period of completion of said jury duty.

H. Funeral Leave

Full-time employees shall be entitled to up to twenty four (24) hours paid funeral/bereavement leave to attend the funeral of any of the following individuals related to the employee: Employee's spouse, children, parents, grandparents, grandparents-in- law, grandchildren, siblings, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother- in-law, sister-in-law, legal guardian, aunt, uncle, or a person who is the legal responsibility of the Employee (i.e. a foster child). This definition also includes adopted children, stepchildren, and stepparents.

Employees attending the funeral or said named individuals, when the funeral is more than one hundred (100) miles from Summit County, shall be entitled to up to 48 hours paid days of funeral leave

I. Paternal Leave

Full-time employees may be entitled to up to twelve (12) weeks of parental leave for the care of a child, to be taken in one increment at any time within 1 year after the birth or adoption of the employee's child.

In the first six (6) weeks of the parental leave, the employee shall exhaust all accrued vacation time, compensatory time, sick leave time and/or personal time. Upon the exhaustion of all such paid leave, the employee may be entitled to two (2) weeks of paid leave so long as the total paid leave does not extend beyond the six (6) weeks.

Upon the expiration of the paid two (2) week leave, the employee may use any remaining time as afforded under the Family Medical Leave Act, which will result in six (6) weeks or more of the twelve (12) weeks leave will be unpaid leave.

Upon return to service following parental leave, the Village will reinstate the employee to his full former position which includes but is not limited to any benefits that may have been accrued in the interim. The employee shall continue to accrue seniority while on parental leave.

V. HARASSMENT FREE WORKPLACE

It is the policy of the Village to provide its employees with an environment free of discrimination, including sexual and other unlawful harassment or bullying. Harassment interferes with the well-being and productivity of employees and the efficiency of the Village, negatively affecting morale, motivation and job performance. The Village is committed to eliminating this inappropriate behavior and has established the following policy.

A. Harassment/Bullying

Harassment is any unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's sex, color, race, ancestry, religion, national origin, age, disability, military status, or other protected group status. It also includes, but is not limited to, conduct that demeans or shows hostility or aversion toward an individual because of his status and/or relatives or associates.

Offensive and unwelcome sexual behavior has no place in the work environment. Unwelcome sexual comments, gestures, and jokes are prohibited. Prohibited conduct also includes, but is not limited to, suggestions, leering, pats, squeezes, or other similar contact, posting of sexual pictures, cartoons, photos, or other graphics in the workplace or on personal clothing. Sexual harassment is a violation of Federal and State laws.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- a. Submission to such conduct is made either explicitly or implicitly as a term or condition of employment;
- b. Submission to or rejection of such conduct by an individual is used as a basis for employment;
- c. Such conduct has the purpose or effect of substantially interfering with work performance or creating an intimidating, hostile, or offensive working environment.

- d. Bullying is defined as “Any actual or threatened physical, verbal or nonverbal abuse occurring either inside or outside of the organization that can create an internal atmosphere where administration or management believes the reasonable person in the community would feel intimidated or threatened to the point they would not be able to function properly”.
- e. Both harassment and bullying are destructive to the Village. Therefore, it is everyone’s responsibility to ensure that such disruptive behavior is addressed when it occurs.

B. Complaints

An employee, who is involved in, observes or experiences harassment of any kind by a fellow employee, supervisor, or other individual otherwise affiliated with the Village including delivery persons or vendors is encouraged to inform the alleged harasser of the unwelcome or offensive conduct. The employee must also immediately report the harassment to his supervisor or the Mayor. The incident will be investigated, which may include private interviews with the complainant, the alleged harasser and any and all witnesses. Information will be kept as confidential as possible. All employees are required to cooperate in any investigation of a harassment complaint. When the investigation determines that this policy has been violated, prompt attention and disciplinary action designed to stop the harassment and prevent its recurrence will be taken. This may include discipline up to and including discharge of any person whose conduct is in violation of this policy. Any employee who has knowledge of harassing conduct, and who allows the conduct to go un-addressed, may also be subjected to disciplinary action.

Late reporting of complaints will not, in and of itself, preclude the Village from taking remedial action. However, so that a thorough and accurate investigation may be conducted, employees are encouraged to report complaints promptly.

C. Retaliation

Retaliation against an individual for filing a complaint, reporting harassment or bullying participating in an investigation is in violation of this policy. Any employee who believes that he has been subjected to retaliatory conduct as a result of actions taken under this policy must report such conduct to his supervisor or the Mayor. Any person found to have retaliated against an individual for engaging in activity protected by this policy, will be subject to disciplinary action up to and including discharge.

D. False Complaints

Although legitimate complaints made in good faith are strongly encouraged, false complaints made in bad faith will not be tolerated. Failure to prove a violation of this policy will not constitute a false complaint without further evidence of bad faith. False complaints are considered a violation of this policy and an employee who intentionally makes a false complaint will be subject to disciplinary action.

VI. DISCIPLINARY ACTION

A. Employee Rights

An employee has the right to the presence and advice of a representative or at all disciplinary hearings and/or disciplinary interrogations.

An employee who is to be questioned as a suspect in any investigation of any criminal charge against them shall be advised of their constitutional rights before any questioning starts.

Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, they shall be advised that their refusal to answer such questions or participate in such investigation will be the basis of such a charge.

Questioning or interviews of an employee during an internal investigation will be conducted at hours reasonably related to the employee's shift unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities.

An employee will be informed of the nature of any investigation of himself prior to any questioning. If the employee being questioned is, at that time, a witness and not under investigation, they shall so be advised.

With respect to investigations which may result in criminal charges, a formal charge of misconduct shall be prepared in writing stating the matters which are under investigation and the charges which are being considered. If, during an investigation this is determined, the final written notice will be prepared and delivered to the employee.

During an internal affairs investigation, a polygraph examination will be administered only with the consent of the employee under investigation. If, during an internal investigation, the employee has been given a polygraph examination, such examination shall not be used in any subsequent court action without prior written agreement of the parties.

All complaints by civilians which may involve discipline of an employee shall be in writing and signed by the complainant. The Employer shall furnish a copy of the complaint to the employee whom the complaint has been filed against when such employee is notified of the investigation.

Upon completion of the investigation of any complaint, the file containing said complaint shall be stamped with one of the following designations:

"Unsubstantiated-No Disciplinary Action Taken" "Substantiated-Disciplinary Action Taken"
"Substantiated-No Disciplinary Action Taken"

1. Rights

- a. No non-probationary full-time firefighter shall be reduced in pay or position, suspended, removed or reprimanded except for just cause.
- b. The Employee who is being disciplined shall receive a copy of all disciplinary notices immediately upon issuance through the mailbox and via the employee's email address on file.
- c. The Chief shall conduct an interview concerning any discipline issued with the individual who is the subject of the discipline, upon the request of that individual

2. Departmental Hearings

- a. Prior to any departmental hearing of a full-time firefighter, he will receive from the Fire Chief or his designee, a written statement of all charges and specifications. At the hearing, the full-time firefighter who is the charged party will be allowed to be represented and will be allowed to call witnesses material to his defense. The charged party shall have the opportunity to confront and cross-examine his accuser. For any alleged offense for which suspension or dismissal is contemplated, the part-time firefighter has the right to a hearing with representation.
- b. The charged party or his representative may make a written request for a continuance. Such request will be granted where practical. The length of such continuance shall be mutually agreed upon whenever possible.
- c. The Village will make all good faith efforts to notify the charged party of any charges or of any decision reached as a result of a departmental hearing prior to any public statement.

3. Progressive Action

Where appropriate and subject to the discretion of the Village, the principles of progressive disciplinary action will be followed. The progression will at least include: 1) a documented oral reprimand; 2) then a written reprimand; 3) then a demotion and/or a suspension for the same or related offense, prior to a dismissal.

Should the Employer determine to invoke summary discharge, the burden of proof will be on it to show with clear and convincing evidence that the seriousness of the offense outweighed the obligation to apply the provisions of the above discipline procedure.

4. Duration of Records

All actions, except documented oral reprimands (written reprimands, suspensions or dismissal) will be maintained in each bargaining unit employee's personnel file throughout their period of employment with the exception that any record of written reprimands will be removed from their file upon the written request of the employee, two (2) years after such reprimand was given if no further disciplinary action has occurred. Written reprimands so removed from a personnel file shall be given to the part-time firefighter along with their letter of request for such removal. In any case in which a written reprimand, suspension, or dismissal is disaffirmed through the grievance procedures or by a court of competent jurisdiction, the personnel records shall clearly indicate such disaffirmance. In addition, unsubstantiated or unproven allegations or complaints of misconduct made against a part time firefighter and appearing in the department files shall not be considered in future disciplinary action or promotional considerations and shall not be shared outside the department.

VII. DRUG FREE WORKPLACE

The Employer and the employees recognize their obligation to provide a safe and efficient workplace and service to the public. Substance abuse poses a direct threat to the public safety and welfare and to the employees of the Fire Department. The goal of this program is, therefore, to provide Fire Department employees who are free from the effects of drugs to ensure the safety to the public as well as the safety of employees.

Public trust and confidence in the integrity of the Fire Department is also threatened by suspicion of employee drug use. Finally, employee drug use impacts potential departmental civil liability. This drug-screening program ideally will serve to detect and deter prohibited drug use by firefighters and thereby ensure the integrity of the Fire Department and preserve public trust.

With these objectives in mind, the following policy and procedures on drug abuse have been established.

1. Legal Drugs

Employees shall not use any legal drug to the extent that said drug may adversely affect the employee's safety or job performance or the safety of others. It is the responsibility of the employee to ensure that they do not violate this requirement. Employees should inform their physicians of their participation in a drug testing program so the physician can adjust medications that will not interfere with their job.

2. **Illegal Drugs**

The illegal possession, sale purchase or use of any controlled substance is prohibited whether on or off duty. Employees shall not report to work or be on duty with an illegal drug traceable in their systems.

A. **Definitions**

For purposes of this drug screening policy, the following terms shall have the following meanings:

1. "Illegal drug" means any controlled substance as defined in Ohio Revised Code Section including, but not limited to, Section 3719.01(D), the possession or sale of which is prohibited by law.
2. "Illegal drug usage" includes the use of cannabis or any other controlled substance, which has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug.
3. "Legal drug" means any substance the possession or sale of which is not prohibited by law, including prescription drugs and over-the-counter drugs.
4. "Third Party Administrator" means the facility mutually approved by the Employer and the OPBA, which may change from time to time, which collects, screens and/or stores urine samples.
5. "Medical Review Officer" (MRO) means the physician approved by the Employer, whose primary responsibility is to review and interpret positive test results obtained through this drug screening program.
6. "Employment related accident" means any accident that occurs in the course of, or within the scope of, employment, regardless of whether the employee is physically located on Employer's premises at the time of the accident, and where the accident results in property damage exceeding five hundred dollars (\$500.00) in value or an injury requiring more than first aid treatment.
7. "Reasonable suspicion" means objective facts or specific circumstances found to exist, including inferences from those facts and circumstances, which present a reasonable basis to believe an employee is using or abusing illegal drugs.

8. "Substance abuse" means a positive screen result indicating the existence of a drug at or above the levels prescribed by the Employer and set for in Section IV(C) of this Article.
9. "Traceable in the employee's system" means that the result of the Third-Party Administrator's analysis of the employee's urine specimen is positive for the tested substance pursuant to the standards set forth in Section IV (C) of this Article.

B. Procedures

1. When Screening May Occur

Employees may be tested for employment-related illegal drug usage under any of the following conditions:

- a) Whenever an employee's behavior creates a reasonable suspicion of drug use.

The following is a non-exclusive list of factors which may give rise to reasonable suspicion of substance abuse. Any factor alone, or in combination with other factors may be sufficient to constitute reasonable suspicion.

- Direct observation of drug use.
- Possession of drugs or related paraphernalia.
- Employee admissions of drug use or possession.
- Symptoms of drug use including, but not limited to, disturbances in gait, slurred speech, impaired gross or fine motor control.
- Any tampering with the drug screening process.
- Any arrest for any drug-related criminal offense, or the filing of any drug-related criminal charge against the employee.

The following factors must be used in combination with other factors and cannot by themselves serve to constitute reasonable suspicion.

- Attendance problems, including absenteeism, tardiness, or unusual use of sick leave.
 - Excessive or repetitive vehicular equipment or other workplace accidents.
- b) Whenever an employee is involved in a motor vehicle accident resulting in personal injury or property damage.

Any Employee involved in an employment-related accident MAY be subject to screening. The Chief or their designee will determine whether screening is appropriate with due regard to the nature of the accident and medical treatment involved. Should screening be deemed appropriate, such screening will take place *immediately*.

Treatment of Worker's Compensation Claims After a Positive Drug/Alcohol Test. Ohio Revised Code Sections 4123.35 and 4123.54 have been amended to create a rebuttable presumption that an employee who tests positive for alcohol or drugs after all injury is not eligible for worker's compensation benefits. The new law, effective October 13, 2014, allows for the complete rejection or denial of a claim based upon scientific evidence of the employee's recent use of drugs or alcohol. Under this new legislation, an employee who is shown to have recently used a controlled substance or alcohol (by positive drug or alcohol test) now has the burden of proof and must establish that their industrial injury was not caused by the influence of drugs or alcohol in order for their claim to be allowed. The presumption also arises when the employee refuses to submit to a test. For the purpose of the rebuttable presumption law, a positive alcohol test will be .080 alcohol concentration or greater. Other alcohol levels stated in this policy still apply.

- i. Whenever an employee returns to duty after an absence of thirty (30) calendar days or more resulting from a medical leave or a disciplinary suspension.
- ii. Whenever an employee is certified from a promotional eligibility list. All promotions will be contingent upon a negative test result.

- iii. When randomly selected. All employees shall be subject to random drug screening. All employees will be assigned a confidential identification number. The identification number of all employees will be entered into a computer. Once each calendar month the computer will select of the entered identification numbers. A list of the selected identification numbers is then forwarded to the Chief, or Acting Chief matches the list of selected numbers against a master list. The selected employees will then be screened within five (5) calendar days. Notification of screening will be withheld from the selected employee until the day of screening so that the screening will not be compromised. Any selected employee who is on an approved leave status during the current screening process will automatically be tested in the next random screening.

C. Decision to Screen for Cause

A supervisor who has a reasonable suspicion of employee substance abuse will immediately relieve the employee from their duties and will immediately notify the Chief, or an Assistant Chief, of the reasons they suspect substance abuse. Under no circumstances will such employee be permitted to operate a motor vehicle, equipment, firearms, or other machinery, the supervisor shall, before the end of the shift, complete and sign an "observation checklist" setting forth the facts upon which such supervisor relied. The Chief or Assistant Chief will determine whether sufficient suspicion exists to warrant screening, and the determination will be based only upon reliable information as set forth in Section VI, Drug Free Workplace.

If the Chief determines that an employee must participate in the screening, it will be considered a direct order.

The Chief or the employee's supervisor will then telephone the Third-Party Administrator to notify it that an employee is being transported for testing.

A supervisor will transport the employee to be screened directly to the Medical Provider, and the employee will remain under observation to ensure the integrity of the screening process.

The supervisor will provide the employee transportation home after the screening process. The employee will remain on leave with pay until the test results are reported to the Chief. If the test results are negative, the Chief, Assistant Chief, or the employee's supervisor will inform the employee of the date the employee is to resume work.

D. Screening Process

1. Sample Collection

Specimen collection will occur in a medical setting, or another mutually agreed to location in compliance with SAMHSA Standards. The procedures should not demean, embarrass, or cause physical discomfort to the employee.

Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of evidence.

The employee designated to give a sample must be positively identified with photo identification or fingerprint prior to any sample being taken.

The Third-Party Administrator will furnish urine sample containers pre-labeled with the employee's identification number, date, and time of collection. After collection, the sample will be split into two containers and will be sealed, the Chain of Custody form will be completed, and the employee will be asked to confirm the information contained on the sample container and the Chain of Custody form by signing the Chain of Custody form.

E. Testing Methodology

The Medical Provider selected by the Employer to conduct the analysis must be experienced and capable of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urinalysis testing. The testing or processing phase shall consist of a two-step procedure.

- I. Initial screening step, and
- II. Confirmation step

The urine sample is first tested using a screening procedure. A specimen-testing positive will undergo a confirmatory gas chromatography/mass spectrometry (go/ins) test. An initial positive report will not be considered positive, rather it will be classified as confirmation pending. Where a positive report is received, urine specimens shall be maintained under secured storage for a period of not less than one (1) year. Any sample, which has been adulterated or is shown to be a substance other than urine shall be reported as such. All test results shall be evaluated by suitable trained medical or scientific personnel prior to being reported to the Medical Review Officer. All test results shall be treated with the same confidentiality as other employee medical records and will be disclosed only to those administrative personnel involved in the screening or disciplinary process.

F. Screening Standards

The Employer in consultation with the Third-Party Administrator have determined the type of screening to be used. The only substances to be tested for, and the threshold substance levels that shall be considered a positive test result are as follows:

Drug	Initial Screening Level	Confirmation Level
Amphetamines	1000 ng/ml	500ng/ml
Methamphetamine	300 ng/ml	300ng/ml
Barbiturates	300 ng/ml	500ng/ml
Benzodiazepines	300 ng/ml	500 ng/ml
Cannabinoids	50 ng/ml	15 ng/ml
Cocaine Metabolite	300 ng/ml	150 ng/ml
Methadone	300 ng/ml	300 ng/ml
Methaqualone	*300 ng/ml	300 ng/ml
*25 ng/ml if immunoassay (specific for free morphine)		
Phencyclidine (PCP)	25 ng/ml	25 ng/ml
Propoxyphene	300 ng/ml	300 ng/ml

Should SAMHSA add to or delete from the current panel of controlled substances or alter the initial screening or confirmation levels, this program will be modified to conform to SAMHSA standards. Employees will be notified, in writing, of such changes.

G. Screen Results

1. Negative Results

If the screen results are negative, the results will be reported in writing to the Medical Review Officer and the sample will be discarded.

2. Positive Results

If the results of the first screen are positive, the laboratory will conduct a Confirmation test using GC/MS (Gas Chromatography/Mass Spectroscopy).

The Third-Party Administrator will report the confirmation screen results, whether positive or negative to the Medical Review Officer. Any adulterated sample, or samples otherwise tampered with, may be treated for disciplinary purposes as a positive result. If the confirmation screen results are positive, employees shall be disciplined with the possibility of being discharged.

H. Role of Medical Review Officer

The Medical Review Officer (MRO) is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO's primary responsibility is to review and interpret positive test results obtained through the DSP. In fulfilling these responsibilities, the MRO is to be guided by the U.S. Department of Health and Human Services (DHHS) Mandatory Guidelines.

If any question arises as to the accuracy or validity of a positive test result, the MRO should in collaboration with the laboratory director and consultants, review the laboratory records to determine whether the required procedures were followed, the MRO then makes a determination as to whether the result is scientifically sufficient to take further action. If records from collection sites or laboratories raise doubts about the handling of samples, the MRO may deem the urinary evidence insufficient and no further actions relative to individual employees would occur.

The MRO must also assess and determine whether alternate medical explanations could account for any positive test result. In reviewing the laboratory results, the MRO may conduct a medical interview with the employee, review the employee's medical history, or review any other relevant biomedical factors. The MRO shall also review any information provided by an employee attempting to show legitimate use of a drug. The MRO may suggest that the employee have the split specimen from the original collection tested at another SAMHSA laboratory. This is at the employee's own expense.

The MRO must ultimately determine whether some reason other than illegal drug use explains a drug-positive urine. If the MRO verifies illegal drug use, the information related to the use of illegal drugs will be disclosed to the Chief. Any medical information provided to the MRO that is not specifically related to use of illegal drugs will be treated as confidential and not disclosed. If it is determined with reasonable certainty that there is a legitimate medical or other reason to account for the positive laboratory findings, no information identifying the specific employee will be disclosed and the test results will be reported as negative.

I. Disciplinary Action and Appeal

1. Disciplinary action against an employee abuse shall occur only after a departmental investigation in which the employee is informed of the evidence against them and has had an opportunity to respond.
2. Employees, who because of being drug tested are found to be using illegal drugs, shall be subject to dismissal. Refusal to submit to a drug test, or adulteration of, or switching a urine sample shall be grounds for dismissal.
3. Employees may appeal any formal disciplinary action to the Mayor.

J. Third-Party Administrator

The Third-Party Administrator for collection of samples referenced to above is IEFT Mobile Drug and Alcohol, 1685 Southeast Avenue, Tallmadge, OH 44278. The Medical Provider of laboratory services in connection with urinalysis testing is Dr. Stephen Kracht, 7500 West 110th St., Ste 400A, P.O. Box 25903, Overland Park, KS 66225. In the event IEFT is unavailable or unable to assist in the collection and/or submission of the test results for analysis, OMEGA Laboratories 400 North Cleveland Avenue, Mogadore, OH 44260 will be used.

K. Notice of Education of Employees Regarding Testing

1. All employees will be informed of the Employer's drug testing policy. Employees will be provided with information concerning the impact of the use of drugs on job performance, the manner in which these drug tests are conducted, the reliability of the tests performed, under what circumstances employees will be subject to testing, what the tests can determine, the types of substances to be screened, and the new employees will be provided with this information when initially hired. No employee shall be tested until this information has been provided.

2. There will be a 90-day information distribution period prior to the implementation of testing under this policy for employees.

L. Probationary Employee Drug Testing

All newly hired probationary employees shall be required as a condition of employment to participate in any unannounced mass/mandatory drug tests scheduled during the probationary period.

M. Participation in a Treatment Program

Employees who may be drug dependent are encouraged to voluntarily seek professional assistance through a treatment program supervised by the Employee Assistance Program. Any self-referral will be kept confidential to the extent provided by the EAP's policies and procedures. Voluntary assistance should be sought BEFORE the drug abuse affects job performance or endangers fellow employees or employees of the public.

Although rehabilitation is one of the principal mechanisms relied upon to reach the goal of this program, rehabilitation is considered only secondary to the primary goal of ensuring safety. The Chief will, therefore, recommend referral to EAP only when the circumstances of any employee's case indicate that treatment will be both therapeutic, and a reasonable alternative to facilitating the goal of this program. If the Chief, refers an employee to the EAP, such supervisory referral will be considered a direct order. Supervisory referrals will be kept confidential to the extent provided in This Program, and in the EAP's policies and procedures, except that the EAP will submit a written report to the Chief when an employee successfully completes the EAP, refuses to participate in the EAP, or withdraws from the EAP before successful completion of the program.

The Employer's EAP is separated and distinct from the Fire Department and this Drug Screen Program, and therefore, any referral or treatment, is subject to the EAP's own policies and procedures.

Participation in the EAP will not necessarily preclude disciplinary action with respect to any violations of the law or work rules and regulations.

EXHIBIT A

JOB DESCRIPTION

FULL-TIME FIREFIGHTER

DESCRIPTION:

Under the direct supervision of a Captain or other superior officer, the firefighter extinguishes fires, provides rescue services and maintains equipment in constant readiness to respond to emergency situations. Provides first-aid and/or emergency medical treatment and shall be an Ohio State Certified Paramedic, Ohio State Certified Fire Safety Inspector, Ohio State Certified Fire Instructor and a State of Ohio Certified Firefighter & Level II. The firefighter shall also have completed NIMS 100, 200, 300, 400, 700, 800. A wide range of knowledge is required in order to be prepared to cope with varied hazards or potential hazards. A large proportion of time is spent maintaining a state of readiness for fire responses. When serious fire conditions occur, work can be hazardous and is physically demanding.

EXAMPLES OF WORK:

Responds to alarms by driving fire apparatus or ambulances as needed;

Provide Emergency Medical Services;

Operates pumps and lays fire lines;

Cuts through structures, handles hose lines, climbs ladders;

Enters structures, carries persons from fire or smoke-filled buildings;

Cleans up property and equipment after fires;

Inspects, checks, cleans and maintains fire apparatus and equipment;

Tests, flushes, paints and clears around fire hydrants;

Maintains and cleans fire station, maintains building grounds;

Full-Time Personnel may fulfill the role of Shift Lead if their seniority permits.

Studies and attends training sessions;

Answers questions and conducts tours of station;

Drives emergency vehicles to scene of accident, injury or illness;

Performs other duties requiring similar skills or as directed by the senior officer.

Required to attend trainings;

Conducts fire inspections as directed by the Chief or Assistant Chief.

EXHIBIT B

EMPLOYEE HANDBOOK ACKNOWLEDGMENT

The employee handbook describes important information about the Village of Mogadore Fire Department, and I understand that I should consult my supervisor regarding any questions not answered in the handbook. I have entered into my employment relationship with Village of Mogadore Fire Department voluntarily and acknowledge that there is no specified length of employment. **Accordingly, either I or the Village can terminate the relationship at will, with or without cause, at any time, so long as there is not violation of applicable federal or state law.**

I understand and agree that no manager, supervisor, or representative of the Village has any authority to enter into any agreement for employment other than at-will. Only the Mayor has the authority to make any such agreement and then only in writing signed by the Mayor.

This manual and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of your employment with the Village. By distributing this handbook, the Village expressly revokes any and all previous policies and procedures which are inconsistent with those contained herein.

I understand that, except for employment at-will status, any and all policies and practices may be changed at any time by the Village, and the company reserves the right to change my hours, wages and working conditions at any time. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies.

I understand and agree that nothing in the employee handbook creates, or is intended to create, a promise or representation of continued employment and that employment at the Village of Mogadore Fire Department is employment at-will, which may be terminated at the will of either the Village or myself. Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I understand and agree that employment and compensation may be terminated with or without cause and with or without notice at any time by the Village or myself.

I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

Employee's signature

Employee's name (print)

Date

EXHIBIT C

**VILLAGE OF MOGADORE FIRE DEPARTMENT
SICK LEAVE DONATION PROGRAM**