

RECORD OF ORDINANCES

Resolution No. 2023-106

Passed DECEMBER 20, 2023

SPONSOR: FINANCE COMMITTEE

A RESOLUTION AMENDING THE PART-TIME FIREFIGHTER HANDBOOK TO PROVIDE FOR INCREASES IN COMPENSATION AND AN ADJUSTMENT TO THE BENEFITS FOR PART-TIME FIREFIGHTERS IN THE VILLAGE, AND DECLARING AN EMERGENCY.

WHEREAS, Section 3.10(D) of the Village's Charter provides this Council with the authority to establish and determine the compensation of the employees of the Village; and

WHEREAS, this Council has previously adopted a Part-Time Firefighter Handbook setting forth the terms and conditions of the employment of part-time firefighters by the Village, including compensation and benefits; and

WHEREAS, the Mayor has recommended increasing the compensation of the part-time firefighters of the Village and adding Juneteenth as an additional holiday; and

WHEREAS, this Council finds and determines, after reviewing all pertinent information, that it is necessary and in the best interest of the Village to amend the Part-Time Firefighter Handbook to provide for an increase in the compensation of the part-time firefighters of the Village and to add Juneteenth as an additional holiday.

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

SECTION 1: This Council hereby approves and adopts the amended version of the Part-Time Firefighter Handbook attached hereto as Exhibit A, amending Section 11 thereof, for the purpose of increasing the compensation of the part-time firefighters of the Village, and amending Section 14 thereof for the purpose of adding Juneteenth as an additional holiday.

SECTION 2: This Resolution, and the amended version of the Part-Time Firefighter Handbook, shall be effective as of December 30, 2023.

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

SECTION 4: The Village of Mogadore finds and determines that all formal actions of this Council concerning and relating to the adoption of this resolution 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.

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Passed DECEMBER 20, 2023

SECTION 5: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the residents of the Village of Mogadore and for the purpose of immediately establishing the pay for the part-time firefighters of the Village prior to the effective date, and, provided this Resolution receives the affirmative vote of at least five (5) members elected or appointed to this Council, it shall take effect and be in force upon its passage by Council and approval by the Mayor, otherwise it shall take effect and be in force at the earliest period allowed by law.

Michael Proddish 12-20-23

President of Council

Date

Michael 12-21-23

Mayor

Date

Attest:

[Signature]
Clerk-Treasurer

**THE VILLAGE OF MOGADORE
FIRE DEPARTMENT
PART-TIME FIREFIGHTERS HANDBOOK**

Effective
December 30, 2023

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1. PREAMBLE

This handbook is made by the Village of Mogadore, hereinafter referred as the Employer for the part time firefighters in the Village of Mogadore.

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.

2. PURPOSE AND INTENT

In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operation of government.

- A. To recognize the legitimate interests of the part-time firefighters in the determination of the terms and conditions of their employment.
- B. To promote fair and reasonable working conditions.
- C. To promote individual efficiency and service to the citizens of the Village of Mogadore.
- D. To avoid interruption or interference with the efficient operation of the Employer's business.

3. PROBATIONARY EMPLOYEE

- A. All probationary employees shall not be entitled to coverage under the "discipline and discharge" portion of this handbook. The probationary period shall be for the twelve (12) month period following the hiring of new employees. However, a new employee's probationary period can be extended for an additional twelve (12) months, or for a total of two (2) years, in any situation in which the probationary employee receives an unfavorable written evaluation from the Fire Chief or his designee, prior to the conclusion of his initial twelve (12) month probationary period.
- B. Probationary employees shall be paid according to pay structure set forth in Item 11 of this handbook.

New hires will complete a 60-day orientation and during that period will be scheduled at the discretion of the Chief. After completing 30 days of the orientation period, the Chief

will determine if the new hire may sign up for shifts on the regular sign-up schedule for shifts starting the 1st day of the month following their 60-day orientation. If not release to sign up for shifts, the new hire will meet with the Chief to discuss his concerns and outline a plan of action so the new hire can be released to sign up for regular shifts.

4. MANAGEMENT RIGHTS

Not by way of limitation of the following, but to only indicate the type of matters or rights, which belong to and are inherent to the Employer, the Employer retains the right to:

Hire, discharge, transfer, suspend and discipline the part-time firefighters for just cause;

- a. Determine the number of persons required to be employed, laid off or discharged for just cause;
- b. Determine the qualifications of the part-time firefighters covered by this handbook;
- c. Determine the starting and quitting time and the number of hours to be worked by the part-time firefighters;
- d. Make any and all reasonable rules and regulations;
- e. Determine the work assignments of the part-time firefighters;
- f. Determine the basis for selection, retention and promotion of employees to or for positions that are not within the bargaining unit established by this handbook;
- g. Determine the type of equipment used and the sequence of work processes;
- h. Determine the making of technological alterations by revising either process or equipment, or both;
- i. Determine work standards and the quality and quantity of work to be produced;
- j. Select and locate buildings and other facilities;

- k. Establish, expand transfer and/or consolidate work processes and facilities;
- l. Consolidate, merge or otherwise transfer any and all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management responsibility of such property, facilities, processes or work;
- m. Terminate or eliminate all or any part of its work or facilities.

5. HIRING AND PROMOTION

New applicants who seek employment as a part-time firefighter shall complete the appropriate written application and submit it to the Fire Chief, who shall in all cases make the final selection.

6. DETERMINATION OF LEVEL/TRAINING

For use in this handbook, the part-time firefighters shall be classified as to their level of training as follows:

- a. EMT: A member of the Mogadore Fire Department certified by the State of Ohio as an Emergency Medical Technician (EMT) and certified as Firefighter I or II.
- b. EMT-I: A member of the Mogadore Fire Department certified by the State of Ohio as an Emergency Medical Technician (EMT-I) and certified as Firefighter I or II.
- c. Paramedic: A member of the Mogadore Fire Department certified by the State of Ohio a Paramedic and certified as Firefighter I or II.

7. LICENSE / CERTIFICATION RESPONSIBILITY

In order to maintain proficiency within the Fire Department it is incumbent upon all members to keep all licenses and certifications current. Therefore, all members shall be required to provide the Fire Chief's office with proof of each certification and, or,

license they possess. Additionally, they shall provide proof of each subsequent re-certification or re-licensing prior to the original expiring.

Part8. WORK PERIOD

The part-time firefighters shall be required to work as follows:

The work period for the part-time firefighters shall be defined as a seven (7) day, 53-hour period, consistent with the Fair Labor Standards Act. For the purposes of this handbook the following shall also apply:

- A. With the exception of those described in C, below, each part-time firefighter shall be required to sign up and work 6 shifts, each month if a shift is available. Shifts will be designated 00000800, 0800-1600, 1600-2359
 - 1. A shift is considered worked when the firefighter works a minimum of 6 consecutive hours of the scheduled 8-hour shift.
 - 2. Any part-time firefighter not working the required 6 shifts for two (2) consecutive months, is subject to progressive discipline up to and including dismissal, unless such absence is for just cause or excused (FMLA, illness, injury, etc.)
- B. During those times when there are time changes for Day Light Savings Time or Standard Time, part-time firefighters shall work the hours required to fill a shift as determined by the Fire Chief. The individuals shall be paid for the actual hours worked.
- C. Part time members detailed to special assignments may be required to work a minimum of 36 hours per month, are not required to work a minimum of six (6) shifts per month, and are exempt from the requirements of section A, above.
 - 1. Part time members detailed to special assignments have the ability to fill any shifts in the schedule that any other part-time firefighter with the same certifications may fill.
 - 2. Part time members detailed to special assignments may be used for response during their duty time at the discretion of the Chief or acting supervisor.

3. All special assignments shall be made at the sole discretion of the Fire Chief or his designee.

D. If the Fire Chief chooses to utilize a firefighter for details such as fire prevention or computer data entry beyond the required six (6) shifts per four week period, the firefighter shall earn one (1) bonus shift for every six (6) hours worked on such assignment. Additional assignments for stand-by at fireworks or driving a truck at a parade shall not be recognized for these purposes. The Fire Chief shall be the sole determinate of the recognition of these hours.

9. SHIFT ASSIGNMENTS

- A. Shifts shall be assigned to the following procedure:
 1. All part time employees, authorized for shift fill, shall submit their availability on the approved scheduling program by the 20th day of the month for the month starting 6 weeks later. An example would be submitting availability on the 20th of June for the August shift calendar.
 2. Those employees that are assigned a reoccurring set schedule are exempt from this provision.
 3. The Chief or his designee shall compile a shift calendar according the availability submitted. This calendar shall be posted at least 1 month prior to the start of the calendar. Example would be the August calendar would be posted July 1.
 4. Any part-time firefighter not submitting the required availability for two (2) consecutive months, is subject to progressive discipline up to and including dismissal
 5. After the schedule is posted any employee may choose to schedule themselves for any open shift as long as it does not violate the 53 hour work week.

10. CALLING OFF SHIFTS

All employees are responsible to work the assigned shift, either from the original posted schedule or for shifts the employee chooses to schedule themselves for. If an employee chose to not work a scheduled shift then it is the responsibility of the employee to get their own replacement for that shift. If no replacement can be found and the employee still does not work that shift it will be considered an unexcused absence.

If an employee needs to call off a shift the following procedures shall be followed:

1. The employee calling off a shift shall call the station and report off work to whomever answers the call.
2. The person making the call shall put out a page that there is an open shift stating the date and time of the shift.
3. If for some reason no one will answer the call the employee calling off will repeat the procedure until they contact a fire department employee. Leaving a message on the phone will not be considered "calling off".

11. WAGES AND OTHER COMPENSATION

- A. Effective, employees shall be compensated according to the following scale.

| | |
|-----------------|---|
| Assistant Chief | \$6.00 per hour additional to License Rate |
| Captain | \$4.00 per hour additional to license rate. |
| FF/EMT P | \$ 20.60 per hour |
| FF/EMT I | \$ 19.73 per hour |

| | |
|------------------------------|---|
| FF-/EMT A | \$ 18.57 per hour |
| FF or EMT only (Provisional) | \$17.52 per hour |
| SHIFT LEAD | \$ 2.00 per hour additional to License rate |

- B. Subject to the Fire Chief's approval, pay will be at time and half (1.5) the rate for hours worked over eight (8) in a twenty-four (24) hour period when **responding from home and** at an incident.
- C. All probationary firefighters will be paid one dollar (\$1.00) less an hour than their licensed rate while on probation.
- D. Each member of the fire department shall be compensated for a minimum of 2 hours when responding to an emergency alarm, not on duty. All time above and beyond 2 hours shall be calculated to the half hour
- E. The Shift Lead position shall be paid to the senior member on that shift when an officer is not working that shift. Captains, Assistant Chief and Chief are not eligible for the shift lead pay and shall be considered shift lead when working. Those acting as Shift lead shall ensure shift truck checks are completed, shift housekeeping tasks are completed, fire and ems reports are completed and all pertinent information is relayed to the oncoming shift lead or Chief. This includes but not limited to mechanical issues with vehicles or equipment, personnel issues, or issues regarding emergency calls. Members must be off probation in order to qualify for shift lead pay.

12. INCENTIVE BONUS.

- A. An incentive bonus pay program has been instituted to encourage employees of the Fire Department to pursue future training. Said program guidelines and payment of bonus shall be as follows and are paid one time only.

| | |
|----------------|----------|
| Fire Inspector | \$325.00 |
|----------------|----------|

| | |
|-----------------------|----------|
| Fire/EMS Instructor | \$325.00 |
| Firefighter level IB | \$325.00 |
| Firefighter level II | \$625.00 |
| EMT-P Certified (new) | \$675.00 |
| EMT-A Certified (new) | \$350.00 |
| EMT-I Certified (new) | \$350.00 |
| SCHMRT (new) | \$350.00 |
| Technical Rescue Team | \$350.00 |

Said bonuses shall be payable in the fourth quarter of the year of achievement or completion. Only one EMS education Bonus will be paid per person per year. Such bonus will be based on the highest qualification attained.

13. RETIREMENT BONUS.

| | |
|------------------|------------|
| 15 years service | \$1,751.00 |
| 20 years service | \$2,009.00 |
| 25 years service | \$3,708.00 |
| 30 years service | \$4,738.00 |
| 35 years service | \$5,665.00 |

14. HOLIDAY BENEFITS

- A. A part-time firefighter, who has been an employee in excess of thirty (30) calendar days, shall be entitled to holiday benefits for those holidays listed below:
- New Year's Day
 - Martin Luth King Day
 - Memorial Day
 - Juneteenth
 - Independence Day (July 4th)
 - Thanksgiving Day
 - Day after Thanksgiving
 - Christmas Day
 - Labor Day
 - Christmas Eve Day
- B. In the event eligible part-time firefighters work on any day listed above as a traditional holiday, they shall be paid two (2) times their regular rate of pay.

15. UNIFORMS

The part-time firefighters, who have completed a full year of service defined as at least Four Hundred and forty two (442) hours worked in the year prior to the calculation of the uniform maintenance allowance and have submitted completed training records from their full time fire department, shall be entitled to a uniform maintenance allowance, irrespective of the type of assignments for which they are scheduled, for the purpose of purchasing items approved by the Administration.

- A. The amount of uniform maintenance allowance to be paid to each member of the department after working a full year as defined above shall be five hundred twenty-five dollars (\$525.00) annually. No uniform allowance shall be paid in an employee's first year of employment. The uniform allowance shall be paid by check in March.
- B. Each part-time firefighter shall be entitled to a uniform maintenance allowance annually subject to the following terms and conditions:
 - 1. That such uniform maintenance allowance period shall be computed from January 1st to December 31st of each year.
 - 2. Under no circumstances will an employee be granted more than one uniform allowance in any year.
 - 3. Any firefighter who is on an approved LOA unable to work due to extended illness or injury shall receive a prorated portion of the Uniform Allowance based on the months they were available to work and has averaged 42 hours per month for those months worked. However, any firefighter who is on an approved LOA and who has fulfilled the 500-hour requirement for the calendar year shall receive the entire benefit.
 - 4. All uniform items provided by the Village and that include a Mogadore Fire Department patch, emblem or logo shall be immediately returned to the Fire Chief upon request or upon separation from Village Employment.
 - 5. Dentures, watches, optics or clothing and equipment items that are damaged in the course of Fire Department duties shall be replaced by the Village. Any damaged personal firefighting gear in excess of standard

issue will be replaced/reimbursed as standard issue. Such replacement shall be made upon approval of the Fire Chief.

- C. Station Uniforms shall consist of the following:
 - 1. 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.
- D. Personnel shall be in uniform within 15 minutes of start of shift. If you are coming off your fulltime shift and need to shower you should be in uniform within 30 minutes of start of shift. Personnel may change into workout clothes within 15 minutes before workout session but must be back in uniform 30 minutes after workout has ended.
- E. In case of a fire or messy call, while on duty, coveralls shall be provided to change into after your shower.
- F. Navy Work Shorts may be worn during the months of May - September with the approved shirts listed in Item 2 of this memo
- G. All members are to have a Class B Uniform.
- H. Class B uniform shall be worn for public presentations, council meetings, or any other time as directed by the Chief

16. INSURANCE COVERAGE

The Village will provide and pay the full premium for Accident and Sickness Insurance on all Fire Department employees to include coverage for any prophylaxis treatment required due to pathogen exposure.

The Fire Chief will see that flu shots are made available to Fire Department personnel.

17. MILITARY DUTY

Any member of the bargaining unit who is called to military service shall be reinstated as a member of the Fire Department upon application within ninety (90) days of his release from active duty. They shall retain their previous rank and seniority in the Fire Department.

18. PAYROLL PERIOD

The payroll shall be distributed by automatic deposit. This will be bi weekly.

19. DUES AND DEDUCTIONS

- A. During the term of this handbook, the Employer will deduct current consistent dues for the Mogadore Firefighters Association provided that the time of such deduction, there is in the possession of the Employer a current, written and signed authorization for the deduction of dues for the employee, all subject to State and Federal laws.
- B. Previously signed authorizations shall continue to be effective until revoked in writing,
- C. Dues deductions shall be made at least 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.
- D. The Association and the part-time firefighters shall indemnify and save 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 Article.

20. TRAINING REIMBURSEMENT

- A. Training costs including tuition, lodging, meals, and mileage shall be governed by the Village policies that presently exist for nonunion employees and as updated from time to time.
- B. All training must be approved in advance in writing by the Fire Chief.

21. NON-DISCRIMINATION

The parties to this handbook shall not discriminate for or against any employee on the basis of membership or position in the Association.

22. HOUSEKEEPING DUTIES

- A. Daily Duties:

0800-1600 Crew

- 1. Take out all trash. This includes bay, bathroom, offices, and kitchen,
- 2. Clean Bathrooms, station and bathrooms by kitchen and shower.
- 3. Sweep and mop floors, meeting room, offices hall, bunk room hall and bunk rooms.

1600-0000 Crew

- 1. Clean Kitchen, Load run and unload dishwasher, clean and put away dishes in sink, clean counters and stove.
- 2. Sweep bay floor of debris and leaves.
- 3. Clean windows on overhead doors, exterior doors, radios desk.

Overnight Crew 0000-0800: Put away your bedding and make sure bunk room is tidy.

All Crews: At the end of your shift pick up your trash and personal belongings and put them in their proper place. This includes putting your gear away.

- B. Mailboxes: Assigned mailbox shall be cleaned out at the end of each month of all information older than 2 weeks.
- C. Lockers: Each member is allotted one locker. If space is available you may have a second.
Your name is to be on all lockers you have items in. Unnamed lockers will be cleaned out.
 - 1. All personal items are to be kept in your locker
 - 2. Lockers are to be kept closed.
 - 3. Bed rolls are to be kept neat and put away.

23. DISCIPLINE AND DISCHARGE

- A. Rights
 - 1. No non-probationary part-time firefighter shall be reduced in pay or position, suspended, removed or reprimanded except for just cause.
 - 2. 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.
 - 3. 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
- B. Departmental Hearings
 - 1. Prior to any departmental hearing of a part-time firefighter, he will receive from the Fire Chief or his designee, a written statement of all charges and specifications. At the hearing, the part-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.

2. 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.
3. 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.

C. 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.

D. Duration of Records

All actions, except documented oral reprimands (written reprimands, suspensions or dismissal) will be maintained in each bargaining unit member'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 member, one (1) year 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.

24. DRUG FREE WORKPLACE

A. The Village recognizes that the use of illegal or unauthorized drugs or alcoholic beverages on Village premises or while on Village business poses a serious threat to the safety of our employees and compromises the quality and reliability of its work. Therefore, the Village has established the following prohibitions:

1. Possession, manufacture, dispensation, use or distribution of illegal or unauthorized drugs or alcoholic beverages on Village premises or while doing business for the Village business; or,
2. Unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined in Schedule 1-5 in Section 202 of the Controlled Substance Act.

Violation of these prohibitions may result in disciplinary action up to and including immediate termination of employment.

The Village has established a drug-free awareness program and will communicate this program to employees annually. In addition to receiving a copy of this policy statement, employees will be informed of the:

1. Danger of alcohol and drug abuse in the workplace;
2. The Village's policy of maintaining a drug-free workplace
3. Availability of any Employee Assistance Program and counseling programs
4. Penalties for drug abuse violations

Employees must notify the Village of any criminal drug statue conviction for a violation no later than five (5) days after such conviction. Failure to report a conviction or to abide by the terms of this policy statement may result in disciplinary action including termination of employment.

Employees of other companies, including contractors and personnel of vendors, determined to be in violation of the Village's Drug-Free Workplace Policy will not be allowed on Village property and/or may be denied access to Village property.

B. Drug Testing

All Village employees may be subject to drug and/or alcohol testing under any of the following conditions:

1. All applicants for employment with the Village shall submit to a minimum of a 5panel drug screen and urine test. The applicant must pass these tests, as a condition of being considered for employment.
3. Any applicant who fails to take the urine drug test or who fails the test will be denied employment.
4. Whenever the Village has reasonable suspicion to believe that the employee is under the influence of alcohol or a controlled substance, the supervisor or the Mayor or the Fiscal Office may require such employee to submit a urine or an alcohol sample for controlled substance testing.
5. Reasonable suspicion may be based on: (i) specific, contemporaneous, articulate observations such as direct observation of controlled substances and/or alcohol use, possession, or distribution, or the physical symptoms of being under the influence of controlled substances and/or alcohol, such as, but not limited to, slurred speech, the odor of alcoholic beverage or marijuana, dilated pupils, changes in affect, dynamic mood swings, etc.; (ii) Reasonable suspicion may also be based on a pattern of abnormal conduct or erratic or aberrant behavior, or deteriorating work performance which appears to be related to substance abuse and does not appear to be attributable to other factors; (iii) an employee being charged with unauthorized drug possession, use or trafficking; (iv) repeated or flagrant violation of the appointing authority's safety or work rules, which are determined by a supervisor to pose a substantial risk of physical injury or property damage and which appear to be related to substance abuse or substance use and do not appear to be attributable to other factors.
6. It may also be based upon an employee's involvement in a significant incident, such as an accident, in which his health and safety or the health and safety of others was jeopardized, or in which property damage occurred.
7. It is the policy that a post-accident testing is required before returning to work. Testing may also be required before returning to duty or after a leave of absence, prolonged illness or rehabilitation.

C. Refusal to Test

Refusal to submit to drug and alcohol tests as ordered by the Village will be grounds for disciplinary action up to and including discharge. Other actions that may be considered a Refusal to Test include, but not limited to:

1. Refusal to sign the form releasing test results to the Village;
2. A non-medical delay in providing urine, breath, blood, saliva, or any other specimen;
3. Failure to report directly to the testing facility upon notification;
4. The use of any product to invalidate the test results;
5. Failure to provide adequate breath for alcohol testing.
6. Engaging in conduct that obstructs the testing procedure; or
7. Failing to remain readily available for a post-accident test.

D. Follow-Up Testing

Any employee who tested positive for alcohol or controlled substance while on duty, that was referred to a substance abuse program for treatment, may be subject to unannounced follow-up alcohol and/or controlled substance testing consisting of, up to six tests in the twelve-month period following the employee's return to work.

If the Village extends to an employee, found to be in violation of this policy, the opportunity to maintain employment, the employee will enter into a last-chance contract that will specify the treatment terms and extent of follow-up testing. A return-to-duty test will be administered at the expense of the Village, but all follow-up testing is at the expense of the employee. Any subsequent violation of the policy during the term of agreement, or deviation from the conditions stated in the agreement, will be considered cause for termination.

25. MEDICAL MARIJUANA

The appropriate use of legally prescribed drugs and non-prescription medication is not prohibited. However, when taking any prescription or non-prescription medical which may interfere with the safe and effective performance of their duties, employees are encouraged to consult their licensed medical doctor and report such use to the Village's designee.

Certification from a medical doctor that an employee is able to perform the normal functions of their position may be required before the employee will be allowed to continue working. This requirement includes medical marijuana that has been recommended by an authorized medical doctor and dispensed by a licensed marijuana dispensary in accordance with the requirements of the Ohio Revised Code and any related regulations.

The Village has determined that it shall permit and regulate the use of medical marijuana by Village employees, provided that:

1. all Village employees shall be prohibited from using medical marijuana so as to cause them to be under the influence during the scope and course of their employment; and,
2. all Village employees shall be prohibited from possessing medical marijuana and related paraphernalia while on Village property or in a Village vehicle; and,
3. Village employees that perform safety-sensitive duties shall be strictly prohibited from using medical marijuana.

With regards to the use of Medical Marijuana:

1. Any Village employee who is using medical marijuana shall report such use to the Village's designee, shall provide evidence (i) of the employee being registered with the state patient registry, and (ii) of recommendation from a medical doctor who has certificate to recommend its use, and (iii) that the medical marijuana was obtained from a licensed marijuana dispensary.
2. An employee who has s recommendation for medical marijuana who tests positive for marijuana shall be treated as using an appropriately prescribed drug when they have complied with the requirements of subsection A and have used the marijuana in compliance with the physician's recommendations.

The use of Medical Marijuana is prohibited as follows:

1. By employees who are required to hold commercial driver's licenses in the course of their employment.
2. By employees who are required and/or permitted to carry firearms in the course of their employment.
3. By an employee so as to cause them to be under the influence of medical marijuana during the course and scope of their employment.
4. By an employee during the scope and course of their employment.

All Village employees are prohibited from possessing medical marijuana and related paraphernalia while on Village property or in a Village vehicle.

An employee that tests positive for a medical marijuana product during post-injury drug testing shall not be eligible for Workers' Compensation even though the employee has a recommendation for that use from a physician who is properly certified to make the recommendations.

26. LEAVE OF ABSENCE

A part-time firefighter who has completed one (1) year of continuous service with the Employer shall be entitled to a leave of absence in any five (5) year period. Such leave shall not exceed a three (3) month period of time. At no time shall more than three (3) part-time firefighters be on leave of absence at the same time. A part-time firefighter may receive more than one (1) leave of absence in any five (5) year period, or a leave of absence of greater than three (3) months duration for good cause, which shall include illness, injury or emotional distress. Under no circumstances shall the Fire Chief be required to grant a leave when three (3) part-time firefighters are already on leave of absence. At the sole discretion of the Fire Chief, any of the above restrictions may be waived.

All leaves of absence must be applied for and granted in writing. Except in cases of emergency, all leaves shall be applied for at least thirty (30) days in advance of the start of such leave of absence. Along with the request for leave, the part-time firefighter shall apply any and all available documentation in support of such leave of absence request, including medical proof where appropriate.

An employee shall be notified of the decision of the Fire Chief on such leave request within ten (10) days after he has received the request.

27. GENDER AND PLURAL

Whenever the context so requires, the use of the 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, feminine or neuter gender shall be construed to include all of the 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.

28. CONFORMITY TO LAW

This handbook shall be subject to and subordinated to any applicable present and future Federal, State, and Local laws. The invalidity of any provision of this handbook by reason of any such existing or future law shall not affect the validity of the surviving provisions.

The Village recognize and abide by those laws and directives issued by Federal and State agencies to ensure a safe and non-discriminatory work environment for all employees as represented by EEO (Equal Employment Opportunity), Sexual Harassment, Occupational Health and Safety, and Violence in the Workplace.

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 handbook invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving provisions of this handbook, which shall remain in full force and effect as if such invalid provision thereof had not been included herein.

29. LEGISLATIVE IMPLEMENTATION

It is agreed by and between the parties that any provision of this handbook requiring legislative action to permit its implementation by amendment of law or by providing the additional funds, therefore, shall not become effective until the appropriate legislative body has given its approval.

30. DURATION

This handbook shall become effective at 12:01 a.m., on the date of its execution and shall continue in full force and effect, along with any amendments made and annexed hereto, until replaced or amended.

It shall be the Employer's responsibility to supply a copy of this handbook to each member of the department either by paper or electronically.