

Village of Mogadore

135 South Cleveland Avenue

Mogadore, OH 44260

Phone: (330) 628-4896 | Fax: (330) 628-5850

Website: www.mogadorevillage.org

COUNCIL MEETING AGENDA

Wednesday, August 20, 2025

5:30 p.m.

1. Moment of Reflection – Mr. Tonsic
2. Pledge to the flag
3. Roll Call
4. Approval of the Agenda
5. Minutes from July 16, 2025, and August 6, 2025, council meetings presented for changes, corrections, and adoption
6. Comments from the Audience on the pending legislation
7. Committee Reports
8. Old Business – None.
9. New Business –

Ordinance 2025-38 – Ms. Miller – Sponsor: Planning and Zoning (Exhibit A)

AN ORDINANCE AMENDING SECTION 152.128 OF THE CODIFIED ORDINANCES ENTITLED “ZONING PERMIT REQUIRED”, AND DECLARING AN EMERGENCY.

Resolution 2025-39 – Ms. Van Dike - Sponsor: Mayor Rick (Agreement Attached)

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A REVISED ANNEXATION AGREEMENT WITH SUFFIELD TOWNSHIP CONCERNING THE ANNEXATION OF APPROXIMATELY 0.7676 ACRES OF LAND INTO THE VILLAGE OF MOGADORE FROM SUFFIELD TOWNSHIP, AND DECLARING AN EMERGENCY.

Resolution 2025-40 – Ms. Van Dike - Sponsor: Mayor Rick

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER ALL DOCUMENTS NECESSARY TO PARTICIPATE IN LITIGATION SETTLEMENTS WITH OPIOID MANUFACTURERS, PURDUE PHARMA, ALVOGEN, AMNEAL, APOTEX, HIKMA, INDIVIOR, MYLAN, SUN, AND ZYDUS IN THE NATIONAL OPIATE PRESCRIPTION LITIGATION, AND DECLARING AN EMERGENCY.

Resolution 2025-41 – Ms. Van Dike – Sponsor: Mayor Rick (Exhibit A)

A RESOLUTION CREATING THE FIRE DEPARTMENT LIEUTENANT POSITION FOR THE VILLAGE, AND DECLARING AN EMERGENCY.

Resolution 2025-42 – Ms. Van Dike – Sponsor: Mayor Rick (Exhibit A)

A RESOLUTION CREATING THE FIRE DEPARTMENT BATTALION CHIEF POSITION FOR THE VILLAGE, AND DECLARING AN EMERGENCY.

Resolution 2025-43 – Ms. Van Dike – Sponsor: Finance Committee (Handbook Attached)

A RESOLUTION AMENDING THE FULL-TIME FIREFIGHTER HANDBOOK TO PROVIDE FOR THE POSITION AND WAGES OF FIRE DEPARTMENT LIEUTENANTS AMONG THE FULL-TIME FIREFIGHTERS, AND DECLARING AN EMERGENCY.

Resolution 2025-44 – Ms. Van Dike – Sponsor: Finance Committee

A RESOLUTION AUTHORIZING AND ESTABLISHING THE WEST VILLAGE PHASE 1 LIGHTING FUND, AND DECLARING AN EMERGENCY.

Resolution 2025-45 – Ms. Van Dike – Sponsor: Finance Committee

A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS FROM THE GENERAL FUND TO THE STREET CONSTRUCTION/MAINTENANCE FUND AND THE WEST VILLAGE PHASE 1 LIGHTING FUND, AND DECLARING AN EMERGENCY.

Ordinance 2025-46 – Ms. Van Dike – Sponsor: Mayor Rick (Exhibit A)

AN ORDINANCE AMENDING THE ANNUAL APPROPRIATIONS FOR THE CURRENT EXPENSES AND OTHER EXPENDITURES OF THE VILLAGE FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025, AND DECLARING AN EMERGENCY.

10. Comments

1. Public
2. Council
3. Law Director
4. Village Engineer
5. Clerk-Treasurer
6. Mayor

11. Adjournment

COUNCIL MEETING

Wednesday July 16, 2025

The Council met in regular session at 5:30 p.m. with Mayor Rick presiding.

Ms. Van Dike asked everyone to join her in a moment of reflection on their own intentions. The Pledge of Allegiance to the Flag was recited by all.

The Council Meeting was held in the Council Chambers. The meeting was open to the public and was not live-streamed on the Village's Facebook Page.

Roll Call: Yoho, McDowall, Van Dike, Raddish, Tonsic, and Bauer were present. Ms. Miller was excused.

Others Present: Mayor Rick, Council Clerk Rachel Osborne, Clerk-Treasurer Scott Varney, Law Director Jason Dodson, and Village Engineer Matt Glass.

Motion by Raddish, second by Van Dike for the approval of the agenda as presented. Vote. Unanimous ayes. Motion carried.

Motion by Van Dike, second by Raddish, to adopt the minutes from the July 2, 2025, Council meeting. Vote. Unanimous ayes. Motion carried.

COMMENTS FROM THE AUDIENCE ON PENDING LEGISLATION – No Comments.

COMMITTEE REPORTS

UTILITIES – Mr. Bauer has no report.

SAFETY – Mr. Yoho has one piece of legislation to read.

PARKS & RECREATION – Mr. McDowall has no report.

PLANNING AND ZONING – Ms. Miller was not present.

FINANCE/AUDIT – Ms. Van Dike has no report.

STREETS – Mr. Tonsic has no report.

Council President Mr. Raddish announced that the July work session will be held on Wednesday, July 23rd, with all committees reporting.

NEW BUSINESS –

Bauer presented Resolution 2025-36, Sponsored Utilities Committee as follows:

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO WAIVE ALL APPLICATION AND PERMIT FEES UNDER SECTIONS 150.206 AND 150.27 OF THE CODIFIED ORDINANCES OF THE VILLAGE RELATED TO SUMMIT COUNTY'S SUMMIT CONNECTS PROJECT IN THE VILLAGE, AND DECLARING AN EMERGENCY.

Yoho made a motion to suspend the rules requiring three readings; McDowall seconded the motion. Vote. Unanimous ayes. Motion carried.

A motion was made by Yoho to adopt Resolution 2025-36; a second was made by Tonsic. Vote. Unanimous ayes. Motion carried.

COMMENTS from the Public: *Carl Housley, 67 First Avenue*, asked for an update on West Village Development.

Mayor Rick stated Ryan Homes will start building their molded homes next week.

Joe Henico, 3773 Argonne Street, asked if the council knew who purchased the old Mexican Restaurant property located at 94 South Cleveland Avenue.

Mayor Rick stated he previously spoke with the real estate lady, and she stated an investment company bought the property because they thought it was a good investment. Mayor Rick thinks the investment company will eventually sell the property later down the road.

Jack K. Daniels (Ohio State Representative), 174 West Nimisila Road, New Franklin, introduced himself to the Council.

COMMENTS from the Council: The council has no comments.

COMMENTS from the Law Director: Jason Dodson has no comment.

COMMENTS from the Village Engineer: Matt Glass has no comment.

COMMENTS from the Clerk-Treasurer: Scott Varney has no comment.

COMMENTS from Mayor Rick: Mayor Rick stated there will be five or six pieces of legislation on the agenda for the next council meeting.

Meeting adjourned at 5:46 p.m.

Attest:

Michael Rick, Mayor

Date

Rachel Osborne, Council Clerk

COUNCIL MEETING

Wednesday August 6, 2025

The Council met in regular session at 5:30 p.m. with Mayor Rick presiding.

Ms. Van Dike asked everyone to join her in a moment of reflection on their own intentions. The Pledge of Allegiance to the Flag was recited by all.

The Council Meeting was held in the Council Chambers. The meeting was open to the public and was not live-streamed on the Village's Facebook Page.

Roll Call: Yoho, Van Dike, Raddish, Bauer, and Miller were present. Mr. McDowall and Mr. Tonsic were excused.

Others Present: Mayor Rick, Clerk-Treasurer Scott Varney, Law Director Jason Dodson, and Village Engineer Matt Glass. Council Clerk Rachel Osborne was excused.

Motion by Raddish, second by Van Dike for the approval of the agenda as presented. Vote. Unanimous ayes. Motion carried.

COMMENTS FROM THE AUDIENCE ON PENDING LEGISLATION – No Comments.

COMMITTEE REPORTS

UTILITIES – Mr. Bauer has one piece of legislation to read.

SAFETY – Mr. Yoho has no report.

PARKS & RECREATION – Mr. McDowall was not present.

PLANNING AND ZONING – Ms. Miller has no report.

FINANCE/AUDIT – Ms. Van Dike has no report.

STREETS – Mr. Tonsic was not present.

Council President Mr. Raddish announced that the August work session will be held on Wednesday, August 27th, with all committees reporting.

NEW BUSINESS –

Bauer presented Resolution 2025-37, Sponsored Utilities Committee as follows:

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO WAIVE ALL APPLICATION AND PERMIT FEES UNDER SECTIONS 150.206 AND 150.27 OF THE CODIFIED ORDINANCES OF THE VILLAGE RELATED TO SUMMIT COUNTY'S SUMMIT CONNECTS PROJECT IN THE VILLAGE, AND DECLARING AN EMERGENCY.

Bauer made a motion to suspend the rules requiring three readings; Miller seconded the motion. Vote. Unanimous ayes. Motion carried.

A motion was made by Bauer to adopt Resolution 2025-37; a second was made by Miller. Vote. Unanimous ayes. Motion carried.

COMMENTS from the Public: Carl Housley, 67 First Avenue, asked for an update on West Village Development.

Mayor Rick stated Ryan Homes will start building their molded homes next week.

Joe Henico, 3773 Argonne Street, asked if the council knew who purchased the old Mexican Restaurant property located at 94 South Cleveland Avenue.

Mayor Rick stated he previously spoke with the real estate lady, and she stated an investment company bought the property because they thought it was a good investment. Mayor Rick thinks the investment company will eventually sell the property later down the road.

COMMENTS from the Council: Mr. Yoho stated that former employee Eddie Cuvelier is not doing well.

COMMENTS from the Law Director: Jason Dodson has no comment.

COMMENTS from the Village Engineer: Matt Glass has no comment.

COMMENTS from the Clerk-Treasurer: Scott Varney has no comment.

COMMENTS from Mayor Rick: Mayor Rick stated next council meeting, there will be five or six pieces of legislation on the agenda.

Meeting adjourned at 5:41 p.m.

Attest:

Michael Rick, Mayor

Date

Rachel Osborne, Council Clerk

RECORD OF ORDINANCES

Ordinance No. 2025-38

Passed _____, 20 25

SPONSOR: PLANNING AND ZONING

AN ORDINANCE AMENDING SECTION 152.128 OF THE CODIFIED ORDINANCES ENTITLED “ZONING PERMIT REQUIRED”, AND DECLARING AN EMERGENCY.

WHEREAS, Section 152.128 of the Codified Ordinances of the Village, entitled “Zoning Permit Required” provides for the issuance of zoning permits by the Village; and

WHEREAS, this Council desires to amend 152.128 to provide that zoning permits issued by the Village expire one year following issuance if the work permitted thereunder is not complete.

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 Section 152.128 of the Codified Ordinances of the Village as set forth on Exhibit A to provide for the expiration of said zoning permits issued by the Village expire one.

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

SECTION 1: This Council hereby amends Section 152.1284 of the Codified Ordinances of the Village as set forth on Exhibit A, attached hereto and incorporated herein by reference.

SECTION 2: This Council 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.

SECTION 3: This Ordinance 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 providing for the expiration of zoning permits one year after the same are issued in order to maintain orderly zoning within the Village, and, provided this Ordinance 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 Raddish, Council President Date

RECORD OF ORDINANCES

Ordinance No. 2025-38

Passed _____, 20 25

Michael Rick, Mayor

Date

Attest:

Scott Varney, Clerk-Treasurer

RECORD OF ORDINANCES

Ordinance No. 2025-38

Passed _____, 20 25

EXHIBIT A**§ 152.128 ZONING PERMIT REQUIRED.**

No building or structure shall be erected, added to, or structurally altered until a permit therefore has been issued by the Clerk-Treasurer or other duly authorized official. All applications for such permits shall be submitted by the owner or lessees of the property concerned, or an agent thereof, in such form as adopted by the village, and in accordance with the requirements of this chapter and all other ordinances pertaining thereto, and unless upon written order of the Board of Zoning Appeals, no such zoning permit or certificate shall be issued for any building where said construction, addition, or alteration of use thereof would be in violation of any of the provisions of this chapter. Further, no permits shall be issued unless the property upon which the proposed building or structure is to be erected abuts a street which has been publicly dedicated and accepted by the municipality. Additionally, no such permit shall be issued for such new buildings or structures unless the applicant therefore has obtained a right-of-way permit for sewer and water or a private septic permit, or any other items requiring road opening.

Any zoning permit issued by the Village shall expire on the one-year anniversary of the issuance if the erection, addition or alteration of a structure or building for which the permit has been issued has not been completed by that date. If the erection, addition or alteration of a structure or building for which the permit has been issued has commenced prior to the one-year anniversary of the issuance, but has not yet been completed, then the owner, lessee or agent shall not be required to re-apply for the zoning permit, shall only be required to pay an additional \$25 extension fee, and will not forfeit his or her previously paid deposit. Otherwise, the owner, lessee, or agent shall be required to re-apply and obtain a new zoning permit, pay the full application fee and deposit, and shall forfeit any previously deposited funds.

RECORD OF ORDINANCES

Resolution No. 2025-39

Passed _____, 2025

SPONSOR: MAYOR RICK

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A REVISED ANNEXATION AGREEMENT WITH SUFFIELD TOWNSHIP CONCERNING THE ANNEXATION OF APPROXIMATELY 0.7676 ACRES OF LAND INTO THE VILLAGE OF MOGADORE FROM SUFFIELD TOWNSHIP, AND DECLARING AN EMERGENCY.

WHEREAS, the Village and Suffield Township are political subdivisions located adjacent and contiguous to each other within Portage County, Ohio ("County" herein); and

WHEREAS, Testa Mogadore, LLC (the "Petitioner"), the owner of approximately 0.7676 acres of land (the "Property") located in Suffield Township has indicated its desire to petition the County Commissioners of Portage County, Ohio for the annexation of such Property into the Village of Mogadore ("Annexation"); and

WHEREAS, the Village desires to enter into an Annexation Agreement with Suffield Township to agree to the Annexation of the Property and to further outline the procedures, obligations and entitlements of each party under the Annexation (the "Annexation Agreement"); and

WHEREAS, pursuant to the Annexation Agreement, the Village further intends, upon the Annexation of the Property to the Village, to provide services to the Property similar to the services provided to other properties within the Village; and

WHEREAS, the Village believes that the Annexation of the Property will benefit the mutual interests of the Village and Township, including, but not limited to development in the Village; and

WHEREAS, this Council previously adopted Resolution 2025-____, which previously approved the Annexation Agreement; and

WHEREAS, following the adoption of Resolution 2025-____, the Portage County Prosecutor proposed revisions to the Annexation Agreement, and a revised version of the same is attached hereto as Exhibit A (the "Revised Annexation Agreement"); and

WHEREAS, this Council has determined that the Revised Annexation Agreement will also benefit the mutual interest of the Village and Township; 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 enter into the Revised Annexation Agreement with Suffield Township for the Property.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Mogadore, Counties

RECORD OF ORDINANCES

Resolution No. 2025-39

Passed _____, 2025

of Summit and Portage, State of Ohio, that:

SECTION 1: The Mayor is hereby authorized to enter into the Revised Annexation Agreement providing for the Annexation of the Property, attached hereto as Exhibit A, on behalf of the Village.

SECTION 2: That the Mayor and Clerk-Treasurer are hereby authorized and directed to sign all necessary documents to effectuate the entering of, execution and implementation of said Revised Annexation Agreement and to further undertake and complete the Annexation of the Property.

SECTION 3: This Council 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.

SECTION 4: 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 expediting the annexation of the Property to foster development within the Village, 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 Raddish, Council President Date

Michael Rick, Mayor Date

Attest:

Scott Varney, Clerk-Treasurer

ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is made and entered into as of the _____ day of _____, 2025 (the "Effective Date") by and between the Board of Trustees of Suffield Township, the legislative authority of and for Suffield Township, an Ohio township duly organized and validly existing under the laws of the State of Ohio (the "Township"), and the Council of the Village of Mogadore, Ohio, the legislative authority of and for the Village of Mogadore, Ohio, an Ohio municipal corporation duly organized and validly existing under its Charter and the laws of the State of Ohio (the "Village") and, collectively with the Township, the "Parties" and each a "Party").

WHEREAS, the Township and Village are political subdivisions located adjacent and contiguous to each other within Portage County, Ohio ("County" herein); and

WHEREAS, the Township and Village have cooperated in numerous matters in order to foster and promote harmony and development within each of the Parties' respective jurisdictional areas; and

WHEREAS, a certain landowner, Testa Mogadore, LLC, (the "Petitioner") intends to file a petition pursuant to Section 709.02 of the Ohio Revised Code (the "Annexation Petition"), for the annexation into the Village of 0.7676 acres of real property, which represents a portion of permanent parcel number 38-046-00-00-047-000 in the Portage County Records (the "Annexation Property"), as the same is fully described on Exhibit A, and depicted on Exhibit B, each of which are attached hereto and incorporated herein by reference (provided there is any discrepancy between Exhibits A and B, the language contained in Exhibit A shall prevail); and

WHEREAS, upon annexation of the Annexation Property into the Village, the same will be incorporated into the West Village development, which is currently being undertaken by the Petitioner; and

WHEREAS, the Village has further agreed that upon the annexation of the Annexation Property into the Village, the Village will provide services to the Annexation Property; and

WHEREAS, the annexation of the Annexation Property will, if successful, support development of, and in the general area of, the Annexation Property, and the uniform, efficient provision of services and infrastructure in various forms; and

WHEREAS, the Parties believe that annexation of the Annexation Property will otherwise benefit their mutual interests if annexed to the Village; and,

WHEREAS, this Agreement is authorized under the provisions of Section 709.021, 709.022 and 709.192 of the Ohio Revised Code and other applicable laws of the state of Ohio, and has been approved by the respective legislative authority of both Parties.

NOW, THEREFORE, in consideration for the mutual promises contained herein, the Parties covenant and agree as follows:

ARTICLE 1

ANNEXATION OF ANNEXATION PROPERTY AND LIMITATIONS

Section 1.1. Designation of Annexation Property. This Agreement shall apply to the annexation of the Annexation Property enumerated on Attachment B. The perimeter boundary of the Annexation Property is graphically set forth on Attachment A for purposes of reference only.

Section 1.2. Annexation of Annexation Property. The Township agrees and consents to the annexation of the Annexation Property to the Village in accordance with Ohio law and the terms of the Agreement.

A. Procedure: The Petitioner shall file the Petition to annex the Annexation property to the Village pursuant to, and shall comply with, the provisions of Sections 709.021 and 709.022 of the Ohio Revised Code, more commonly known as a Type I Expedited Annexation. Any such annexation of the Annexation Property shall also comply with the terms of this Agreement.

B. Scope of Petition: The agent for the Petitioner, which shall also be Testa Mogadore, LLC shall file a single Petition for the annexation of all of the Annexation Property.

C. Time Frame: This Agreement shall only apply if the Petition is filed by the Petitioner with the Clerk of the Board of the Portage County Commissioners (the "Commissioners") on or before January 1, 2026, and, upon filing, is diligently processed to completion in order to accomplish the annexation of the Annexation Property to the Village pursuant to the terms of this Agreement.

D. Cooperative Efforts: Upon the filing of the Petition in accordance with the terms of this Agreement, the Township and the Village shall cooperate in good faith to facilitate the approval and success of such Petition. In such an instance, each Party shall refrain from taking any action that would directly or indirectly delay the annexation process or endanger the possible approval of the annexation petition by the Commissioners.

E. No Withdrawal. The Village agrees that it shall not take any action, legislative or otherwise, to remove the Annexation Property from the Township pursuant to Section 503.07 of the Ohio Revised Code.

ARTICLE 2

ANNEXATION PROPERTY ZONING AND LIMITATIONS

Section 2.1. Zoning and Development of the Annexation Property. The Annexation Property is currently zoned in the Township as a RR-Rural Residential District under the Suffield Township

Zoning Resolution. Upon the annexation of and the acceptance by the Village of the Annexation Property, the annexed parcel shall become a part of the R-1 Residential District under the Village's Zoning Code, and shall be subject to the Village's Zoning Code.

ARTICLE 3 SERVICES

Section 3.1. Contribution of Services. Upon the annexation of the Annexation Property to the Village, the Village shall, as reasonably as possible, furnish to Annexation Property all the customary governmental services furnished by the Village to other areas of the Village, including, but not limited to police, fire, EMS, street maintenance, stormwater management.

ARTICLE 4 TERM OF AGREEMENT

Section 4.1. Term and Renewal. The initial term of this Agreement (the "Initial Term") shall be for a period of fifty (50) years, commencing on the Effective Date and shall, upon timely prior written notice, terminate at midnight, on the day before the 50th anniversary of the Effective Date. Unless all legislative authorities of the Parties affirmatively act to terminate this Agreement within one (1) year prior to the expiration of the Initial Term or any subsequent twenty-five (25) year term provided for in this Section, this Agreement shall automatically be renewed for an additional period of twenty-five (25) years, and this Agreement shall continue to be automatically renewed thereafter for similar twenty-five (25) year periods at the end of each renewal period with no limit upon the number of such renewals. The provision herein for automatic extension of this Agreement recognizes that the accrual of benefits to the Parties from this Agreement may take decades. The "Term" of this Agreement shall include the Initial Term and any extensions thereof pursuant to this Section.

ARTICLE 5 GENERAL PROVISIONS

Section 5.1. Support of Agreement. In the event that this Agreement, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law, the Parties agree to cooperate with one another and to use their best efforts in defending this Agreement with the object of upholding this Agreement. Each Party shall bear its own costs in any such proceeding challenging this Agreement or any terms or provisions thereof.

Section 5.2. Signing Other Documents. In furtherance of Section 1.2(D), the Parties agree to cooperate with one another and to use their best efforts in the implementation of this Agreement and to sign or cause to be signed, in a timely fashion, all other necessary instruments, legislation, petitions and similar documents, and to take such other actions as either Party may reasonably request in order to effectuate the purposes of this Agreement.

Section 5.3. Mediation. In the event the Parties have a dispute as to any of the terms of applicability of this Agreement, the Parties agree to use their best efforts to resolve the dispute through a mutually acceptable mediation process prior to any party filing a lawsuit. Each Party

participating in mediation shall pay its own costs of mediation, including its proportionate share of the compensation and administrative expenses required by the mediator and by the mediation services provider selected by the Parties. If a mediator has not been selected by the Parties within sixty (60) days after one of the Parties has requested that a dispute arising under this Agreement be mediated, or if the dispute has not been resolved within ninety (90) days after notice of the dispute has been provided to the other Party, then any of the Parties may commence a lawsuit or commence such other method of pursuing such remedies as may be available to any of the Parties.

Section 5.4. Default. A failure to comply with the material terms of this Agreement shall constitute a default hereunder. The Party in default shall have ninety (90) days, after receiving written notice from the other Party of the event of default, to cure that default. If the default is not cured within that time period, the non-defaulting Party may sue the defaulting Party for specific performance under this Agreement or for damages or both; or may pursue such other remedies as may be available.

Section 5.5. Amendments. This Agreement may be amended only by a writing approved by the legislative authorities of all of the Parties by means of appropriate legislation authorizing such amendment. Any amendment, in order to be effective, must be authorized by appropriate legislation passed by each of the Parties.

Section 5.6. Immunities Preserved. By entering into this Agreement, none of the Parties intend to relinquish or waive any of the immunities they now have or may hereafter be accorded under state and/or federal laws, including, without the limitation of any such immunities, all those immunities accorded to governmental entities and their officers and employees under Chapter 2744 of the Ohio Revised Code.

Section 5.7. No Personal Liability. All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of any Party in other than their official capacity, and no official or member of a legislative authority executing this Agreement on behalf of any Party or any present or future member, officer, agent or employee of any Party shall be liable personally by reason of the covenants, obligations or agreements of the Parties contained in this Agreement.

Section 5.8. Powers Preserved. This Agreement is not intended to be in derogation of the powers granted to municipal corporations by Article XVIII, Ohio Constitution, or any other provisions of the Ohio Constitution or of the Ohio Revised Code; nor is it intended to be in derogation of the powers granted to township under any provisions of the Ohio Constitution or of the Ohio Revised Code. The Parties hereby acknowledge their belief as to the lawfulness of this Agreement and agree not to challenge or contest it, or any provisions contained herein.

Section 5.9. Beneficiaries. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors. This Agreement shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. Except for the Parties, this

Agreement is not intended to and does not create rights or benefits of any kind for any other persons or entities that are not a party to this Agreement.

Section 5.10. Agreement. The Parties acknowledge and agree that this Agreement is intended to and shall serve as an annexation agreement pursuant to Section 709.192 and other applicable provisions of the Ohio Revised Code.

Section 5.11. Liberal Construction. The Parties agree that just as Section 709.192 of the Ohio Revised Code is to be liberally construed to allow the Parties to enter into annexation agreements, the Parties further agree that this Agreement shall be liberally construed in order to facilitate the desires of each of the Parties to carry out this Agreement. Each provision of this Agreement shall be construed and interpreted so as to permit maximum advantage to the Parties allowed by Section 709.192 of the Ohio Revised Code.

Section 5.12. Notices. All notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other Party at the address set forth in this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this Agreement, notices shall be addressed to:

The Township at:

Suffield Township Board of Trustees
1262 Waterloo Road
Mogadore, Ohio 44260
Attention: Fiscal Officer

With a copy simultaneously sent or delivered to:

Portage County Prosecutor's Office, Civil Division
241 South Chestnut Street
Ravenna, Ohio 44266

The Village at:

Village of Mogadore
135 South Cleveland Avenue
Mogadore, Ohio 44260
Attention: Mayor

With a copy simultaneously sent or delivered to:

Roetzel & Andress
222 S. Main St.

Suite 400
Akron, OH 44308
Attn: Jason D. Dodson, Esq.

The Parties, by notice given hereunder, may designate any further or different address to which subsequent notices, consents, certificates, requests or other communications shall be sent.

Section 5.13. Captions and Headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections hereof.

Section 5.14. Counterparts. This Agreement may be executed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

Section 5.15. Governing Law and Choice of Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio or applicable federal law. All claims, counterclaims, disputes and other matters in question between the Parties or their respective agents and employees arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Portage County, Ohio.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers on the Effective Date set forth above.

**THE VILLAGE OF MOGADORE
PORTAGE AND SUMMIT COUNTIES,
OHIO**

By: Michael Rick, Mayor

Approved as to form and correctness:

Jason D. Dodson, Law Director

**SUFFIELD TOWNSHIP
PORTAGE COUNTY, OHIO**

Jeffrey A. Eldreth, Chairperson

Jared A. Phillip, Vice-Chairperson

Thomas E. Calcei, Trustee

Approved as to form and correctness:

Portage County Prosecutor

FISCAL OFFICERS' CERTIFICATIONS

The undersigned Fiscal Officer of Suffield Township, Portage County, Ohio hereby certifies that the moneys required to meet the financial obligations of the Township under the foregoing Annexation Agreement have been appropriated lawfully for that purpose, and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from encumbrances. This certification is made in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Fiscal Officer
Suffield Township, Portage County, Ohio

The undersigned Clerk-Treasurer of Village of Mogadore, Ohio hereby certifies that the moneys required to meet the financial obligations of the City under the foregoing Annexation Agreement have been appropriated lawfully for that purpose, and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from encumbrances. This certification is made in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Clerk-Treasurer
Village of Mogadore

EXHIBIT A

DESCRIPTION OF THE ANNEXATION PROPERTY

See attached.

EXHIBIT B

DEPICTION OF THE ANNEXATION PROPERTY

See attached.

RECORD OF ORDINANCES

Ordinance No. 2025-40Passed , 2025

SPONSOR: MAYOR RICK

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER ALL DOCUMENTS NECESSARY TO PARTICIPATE IN LITIGATION SETTLEMENTS WITH OPIOID MANUFACTURERS, PURDUE PHARMA, ALVOGEN, AMNEAL, APOTEX, HIKMA, INDIVIOR, MYLAN, SUN, AND ZYDUS IN THE NATIONAL OPIATE PRESCRIPTION LITIGATION, AND DECLARING AN EMERGENCY.

WHEREAS, the Village is a Plaintiff in the ongoing litigation known as the National Opiate Prescription Litigation, MDL No. 2804, in the United States District Court, Northern District of Ohio; and, wherein litigation has been brought by several states and local political subdivisions against opioid manufacturers including Purdue Pharma, Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus; and

WHEREAS, the Village has been notified that settlements have been reached in the aforementioned litigation (and in the case of Purdue Pharma in the Bankruptcy filing entitled In re: Purcucue Pharma L.P., et al.) with the above-named Defendants; and

WHEREAS, the State of Ohio has elected to participate in such settlements; and

WHEREAS, to participate in the settlement and receive settlement funds, it is necessary for the Village to opt-in to the settlement, and the Village will receive no settlement funds if it does not elect to opt-in to the settlement; and

WHEREAS, this Council finds and determines, after reviewing all pertinent information, that it is necessary and in the best interest of the Village of Mogadore to authorize the Mayor to execute and deliver all documents necessary to participate in litigation settlements with opioid manufacturers Purdue Pharma, Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus.

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

SECTION 1: The Mayor is hereby authorized to execute and deliver all documents necessary to participate in litigation settlements with opioid manufacturers Purdue Pharma, Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus.

SECTION 2: This Council 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.

RECORD OF ORDINANCES

Ordinance No. 2025-40

Passed _____, 20 25

SECTION 3: 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 participating in the aforementioned settlements and opting in to do so within the timeframe provided, 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 Raddish, Council President Date

Michael Rick, Mayor Date

Attest:

Scott Varney, Clerk-Treasurer

RECORD OF ORDINANCES

Resolution No. 2025-41

Passed _____, 2025

SPONSOR: MAYOR RICK

A RESOLUTION CREATING THE FIRE DEPARTMENT LIEUTENANT POSITION FOR THE VILLAGE, AND DECLARING AN EMERGENCY.

WHEREAS, Section 3.10(B) of the Village Charter provides Council the right to create positions and fix the compensation for Village employees.

WHEREAS, this Council finds and determines, after reviewing all pertinent information, that it is necessary and in the best interest of the Village to create the position of Fire Department Lieutenant, one or more of which may be filled by part-time or full-time firefighters, as appointed by the Mayor.

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

SECTION 1: There is hereby created a Fire Department Lieutenant position, which shall be compensated at the rate of \$2.00 per hour additional to License rate per the Village's Part-Time Firefighter's Handbook and Full-Time Firefighters Handbook. The duties of the Fire Department Lieutenant are set forth on Exhibit A, attached hereto and incorporated herein.

SECTION 2: All changes to the Part-Time Firefighters Handbook and Full-Time Firefighters Handbook necessitated by this Resolution are hereby authorized and may be implemented by the Mayor and the Fire Chief.

SECTION 3: The Mayor and all other Village officials are authorized and directed to take any actions necessary to create the position.

SECTION 4: This Council 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.

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 creating the position so that the Village may continue to operate efficiently and effectively, 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.

RECORD OF ORDINANCES

Resolution No. 2025-41

Passed _____, 2025

Michael Raddish, Council President Date

Michael Rick, Mayor Date

Attest:

Scott Varney, Clerk-Treasurer

Mogadore Fire Department

Fire Policy Manual

RANKS AND RESPONSIBILITIES

NIMS 300

NIMS 400

201.4.4 FIRE LIEUTENANT

1. Make decisions as to the best methods of extinguishing the fire and the saving of lives, unless relieved of command by a superior officer.
2. Maintain discipline.
3. Read communications received and transmit orders and information, whether written or oral, to firefighters.
4. Respond to alarms and direct the route to be taken to the emergency call.
5. Oversee the cleaning of quarters, equipment and apparatus.
6. Supervise the laying of hose lines, direction and required pressure of water streams, the placing of ladders, ventilation of buildings, rescuing of persons, administering of first aid and placing of salvage covers.
7. Supervise the overhauling and cleaning up of premises after the fire has been extinguished.
8. Supervise the return of all apparatus and equipment to their proper places in the fire station.
9. Be responsible for training personnel by conducting classes and instructing them in drill evaluations.
10. Compile and keep varied records and reports as required.
11. Direct the inspection of residential, commercial and industrial property relative to fire prevention and preplan, when required.
12. Direct various maintenance tasks on apparatus and equipment.
13. In the absence of a Battalion Chief, all duties of the Battalion Chief shall be assigned to the Lieutenant on duty.
14. Assist the Fire Chief, in all ways required, on matters of administration and as a member of the Fire Chief's staff.
15. Report all accidents to personnel, apparatus and equipment; all charges, complaints and other matters of an official nature under her/his/her supervision; in writing, to the next ranking officer.
16. Direct that all members comply with standard operating procedures of the Fire Department.
17. Record event information including patient condition, patient history, treatments, vital signs, and scene observations.
18. Observes established basic and advanced medical protocols.
19. Maintains contact with the department, and responds to requests for assistance when available.
20. Insures operational readiness of all equipment to which he/she is assigned.
21. Attends conferences and meetings to keep abreast of current trends in the field; represents the Department in a variety of local, county, state and other meetings.
22. Serves as a member of various employee committees

Mogadore Fire Department

Fire Policy Manual

RANKS AND RESPONSIBILITIES

Minimum requirements to be considered for the position of Fire Lieutenant:

5 years in the fire service with AT LEAST 3 of those years with The Mogadore Fire Department

Have or obtain within 1 year of appointment the following certifications:

State of Ohio Fire Safety Inspector

Fire Officer 1

NIMS 300

201.4.5 SHIFT LEAD

1. Make decisions as to the best methods of extinguishing the fire and the saving of lives, unless relieved of command by a superior officer.
2. Maintain discipline.
3. Read communications received and transmit orders and information, whether written or oral, to firefighters.
4. Respond to alarms and direct the route to be taken to the emergency call.
5. Oversee the cleaning of quarters, equipment and apparatus.
6. Supervise the laying of hose lines, direction and required pressure of water streams, the placing of ladders, ventilation of buildings, rescuing of persons, administering of first aid and placing of salvage covers.
7. Supervise the overhauling and cleaning up of premises after the fire has been extinguished.
8. Supervise the return of all apparatus and equipment to their proper places in the fire station.
9. Be responsible for training personnel by conducting classes and instructing them in drill evaluations.
10. Compile and keep varied records and reports as required.
11. Direct the inspection of residential, commercial and industrial property relative to fire prevention and preplan, when required.
12. Direct various maintenance tasks on apparatus and equipment.
13. In the absence of a Battalion Chief, all duties of the Battalion Chief shall be assigned to the Lieutenant on duty.
14. Assist the Fire Chief, in all ways required, on matters of administration and as a member of the Fire Chief's staff.
15. Report all accidents to personnel, apparatus and equipment; all charges, complaints and other matters of an official nature under her/her/her supervision; in writing, to the next ranking officer.
16. Direct that all members comply with standard operating procedures of the Fire Department.
17. Record event information including patient condition, patient history, treatments, vital signs, and scene observations.
18. Observes established basic and advanced medical protocols.

Mogadore Fire Department

Fire Policy Manual

RANKS AND RESPONSIBILITIES

19. Maintains contact with the department, and responds to requests for assistance when available.
20. Insures operational readiness of all equipment to which he/she is assigned.
21. Attends conferences and meetings to keep abreast of current trends in the field; represents the Department in a variety of local, county, state and other meetings.
22. Serves as a member of various employee committees

RECORD OF ORDINANCES

Resolution No. 2025-42

Passed _____, 20 25

SPONSOR: MAYOR RICK

A RESOLUTION CREATING THE FIRE DEPARTMENT BATTALION CHIEF POSITION FOR THE VILLAGE, AND DECLARING AN EMERGENCY.

WHEREAS, Section 3.10(B) of the Village Charter provides Council the right to create positions and fix the compensation for Village employees.

WHEREAS, this Council finds and determines, after reviewing all pertinent information, that it is necessary and in the best interest of the Village to create the position of Fire Department Battalion Chief, one or more of which may be filled by part-time firefighters, as appointed by the Mayor.

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

SECTION 1: There is hereby created the position of Fire Department Battalion Chief, which shall be compensated at the rate of \$4.00 per hour additional to License rate per the Village's Part-Time Firefighters Handbook. The duties of the Fire Department Battalion Chief are set forth on Exhibit A, attached hereto and incorporated herein. The position of Fire Department Captain is hereby abolished and replaced with the Fire Department Battalion Chief position.

SECTION 2: All changes to the Part-Time Firefighters Handbook necessitated by this Resolution are hereby authorized and may be implemented by the Mayor and the Fire Chief.

SECTION 3: The Mayor and all other Village officials are authorized and directed to take any actions necessary to create the position.

SECTION 4: This Council 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.

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 creating the position so that the Village may continue to operate efficiently and effectively, 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.

RECORD OF ORDINANCES

Resolution No. 2025-42

Passed _____, 20 25

Michael Raddish, Council President Date

Michael Rick, Mayor Date

Attest:

Scott Varney, Clerk-Treasurer

Mogadore Fire Department

Fire Policy Manual

RANKS AND RESPONSIBILITIES

201.4.3 FIRE BATTALION CHIEF

1. Make decisions as to the best methods of extinguishing the fire and the saving of lives, unless relieved of command by a superior officer.
2. Maintain discipline. Read communications received and transmit orders and information, whether written or oral, to firefighters.
3. Direct fire ground and EMS operations, as needed
4. Direct the return of all apparatus and equipment to their proper places in the fire station.
5. Be responsible for training personnel by conducting classes and instructing them in drill evaluations.
6. Compile and keep varied records and reports as required.
7. Command the inspection of residential, commercial and industrial property relative to fire prevention and or preplanning when required.
8. Direct various maintenance tasks on apparatus and equipment.
9. In the absence of the Chief and Asst. Chief, all duties of the Chief shall be assigned to the Battalion Chief on duty.
10. Assist the Fire Chief, in all ways required, on matters of administration and as a member of the Fire Chief's staff.
11. Direct that all members comply with standard operating procedures of the Fire Department.
12. Attends conferences and meetings to keep abreast of current trends in the field; represents the Department in a variety of local, county, state and other meetings.
13. Serves as a member of various employee committees.
14. Report all accidents to personnel, apparatus and equipment; all charges, complaints and other matters of an official nature under his/her supervision; in writing, to the next ranking officer

Minimum requirements to be considered for the position of Battalion Chief:

10 years in the fire service with AT LEAST 5 of those years with The Mogadore Fire Department.

Have or obtain within 1 year of appointment the following certifications-

State of Ohio Fire Safety Inspector

State of Ohio Fire and Emergency Services Instructor

Fire officer 1

Fire officer 2

Mogadore Fire Department

Fire Policy Manual

RANKS AND RESPONSIBILITIES

NIMS 300

NIMS 400

201.4.4 FIRE LIEUTENANT

1. Make decisions as to the best methods of extinguishing the fire and the saving of lives, unless relieved of command by a superior officer.
2. Maintain discipline.
3. Read communications received and transmit orders and information, whether written or oral, to firefighters.
4. Respond to alarms and direct the route to be taken to the emergency call.
5. Oversee the cleaning of quarters, equipment and apparatus.
6. Supervise the laying of hose lines, direction and required pressure of water streams, the placing of ladders, ventilation of buildings, rescuing of persons, administering of first aid and placing of salvage covers.
7. Supervise the overhauling and cleaning up of premises after the fire has been extinguished.
8. Supervise the return of all apparatus and equipment to their proper places in the fire station.
9. Be responsible for training personnel by conducting classes and instructing them in drill evaluations.
10. Compile and keep varied records and reports as required.
11. Direct the inspection of residential, commercial and industrial property relative to fire prevention and preplan, when required.
12. Direct various maintenance tasks on apparatus and equipment.
13. In the absence of a Battalion Chief, all duties of the Battalion Chief shall be assigned to the Lieutenant on duty.
14. Assist the Fire Chief, in all ways required, on matters of administration and as a member of the Fire Chief's staff.
15. Report all accidents to personnel, apparatus and equipment; all charges, complaints and other matters of an official nature under her/her/her supervision; in writing, to the next ranking officer.
16. Direct that all members comply with standard operating procedures of the Fire Department.
17. Record event information including patient condition, patient history, treatments, vital signs, and scene observations.
18. Observes established basic and advanced medical protocols.
19. Maintains contact with the department, and responds to requests for assistance when available.
20. Insures operational readiness of all equipment to which he/she is assigned.
21. Attends conferences and meetings to keep abreast of current trends in the field; represents the Department in a variety of local, county, state and other meetings.
22. Serves as a member of various employee committees

RECORD OF ORDINANCES

Resolution No. 2025-43

Passed _____, 20 25

SPONSOR: FINANCE COMMITTEE

A RESOLUTION AMENDING THE FULL-TIME FIREFIGHTER HANDBOOK TO PROVIDE FOR THE POSITION AND WAGES OF FIRE DEPARTMENT LIEUTENANTS AMONG THE FULL-TIME FIREFIGHTERS, 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 and benefits of the employees of the Village; and

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

WHEREAS, this Council has created the position of Fire Department Lieutenant, which may be filled by the Mayor with either full-time or part-time firefighters, and has further provided for the pay for said position; 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 Full-Time Firefighter Handbook for the reasons set forth above.

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 Full-Time Firefighter Handbook attached hereto as Exhibit A, to add the position and wages of the Fire Department Lieutenant.

SECTION 2: 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.

**THE VILLAGE OF MOGADORE
FIRE DEPARTMENT**

**FULL-TIME EMPLOYEE
HANDBOOK**

Effective:

_____, 2025
Resolution No.: 2025- ____

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EXHIBIT A1: Job Description-Full-Time Firefighter

EXHIBIT A2: Job Description – Shift Lead

EXHIBIT A3: Job Description - Lieutenant

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

For the job description of Full-Time Firefighter, See Exhibit A1 to this Employee Handbook.

Full-Time Firefighters may be appointed to the position of Shift Lead during any particular shift, and the job description of Shift Lead, attached hereto as Exhibit A2, shall govern such position during that shift in addition to anything else in this Employee Handbook.

Full-Time Firefighter may be appointed to the position of Lieutenant and the job description of Lieutenant, attached hereto as Exhibit A3, shall govern such position in addition to anything else in 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 December 28, 2024, the starting hourly rate for any full-time employee with less than one full year of service with the Village shall be Twenty-two and 16/100 Dollars (\$22.16) per hour (\$55,311.36 annually), the starting hourly rate for a full-time employee with more than one, but less than two years of service with the Village shall be Twenty-two and 94/100 Dollars (\$22.94) per hour (\$57,258.24 annually), and the starting hourly rate for all other full-time employees shall be Twenty-three and 74/100 Dollars (\$23.74) per hour (\$59,255.04 annually).

Any full-time employee appointed as the Shift Lead during his or her shift shall be paid an additional \$2.00 per hour in compensation during all hours in which that employee serves as Shift Lead.

Any full-time employee appointed to the position of Lieutenant shall be paid an additional \$2.00 per hour in compensation.

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	July 4 th
Martin Luther King, Jr. Day	Labor Day
Memorial Day	Thanksgiving Day
Juneteenth	Friday after Thanksgiving.

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 ½) 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>	<u>Vacation</u>
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.

Employees who terminate their employment with another political subdivision to take a full-time position with the Village of Mogadore Fire Department may, at the discretion of the Director of Public Service and Fire Chief, transfer any unused balance of vacation up to 144 hours from his or her previous position to the Village, pursuant to the applicable sections of the Ohio Revised Code. It is the employee's responsibility to furnish a written statement from the previous employer certifying the termination date and the total transferrable accumulated vacation balance upon termination.

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

An employee who has any one of the following described members of his or her family die shall be excused from work without loss of pay for not more than five (5) days, which shall include the day of the funeral: spouse, domestic partner, parents, mother-in-law, father-in-law, child, son-in-law, daughter-in-law. An employee who has any one of the following described members of his or her family die shall be excused from work without loss of pay for not more than three (3) days, which shall include the day of the funeral: brother, brother-in-law, sister, sister-in-law, grandparent, great-grandparent, grandchild, great-grandchild, grandparent of spouse, great-grandparent of spouse, or dependent who lives in the household. The above categories of relatives include step-relatives, half relatives, and legally adopted children.

In the application of this clause with respect to in-laws, recognition for any such relationship will be limited to those resulting from the employee's current marital status. Where a marriage has been terminated by death and there has been no subsequent marriage, the in-law relationship will be recognized.

I. Paternal Leave

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.

During the twelve (12) weeks of the parental leave, the employee shall exhaust all accrued vacation time, compensatory time, sick leave time and/or personal time up to an equivalent of ten (10) weeks of such time/leave. Upon the exhaustion of all such paid leave, or ten (10) weeks of paid leave, whichever comes first, the employee shall be afforded an additional two (2) weeks of paid leave. Any remaining parental leave within the twelve (12) weeks afforded the employee shall be unpaid leave under the Family Medical Leave Act.

Upon return to service following parental leave, the Village shall reinstate the employee to his or her full former position which includes but is not limited to any benefits that may have been accrued in the interim.

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 IEBT 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 IEBT 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 and 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 Assistant 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 A1

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.

Full-Time Personnel may serve in the role of Lieutenant if appointed to such position. In such event, the Lieutenant Job Description shall govern.

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 A2

JOB DESCRIPTION

SHIFT LEAD

See attached.

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EXHIBIT A3

JOB DESCRIPTION

LIEUTENANT

See attached.

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**

RECORD OF ORDINANCES

Resolution No. 2025-44

Passed _____, 20 25

SPONSOR: FINANCE COMMITTEE

A RESOLUTION AUTHORIZING AND ESTABLISHING THE WEST VILLAGE PHASE 1 LIGHTING FUND, AND DECLARING AN EMERGENCY

WHEREAS, Section 5705.09 of the Ohio Revised Code directs the Village to establish a special fund for each class of revenues derived from a source other than the general property tax, which the law requires to be used for a particular purpose; and

WHEREAS, the Village desires to authorize and establish the West Village Phase 1 Lighting Fund as a special revenue fund, to account for special assessment monies received and to pay the electric costs for street lighting within Phase 1 of the West Village subdivision; 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 authorize and establish the West Village Phase 1 Lighting Fund for the reasons set forth above.

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

SECTION 1: In accordance with Section 5705.09 of the Ohio Revised Code, the Village Council hereby directs the Clerk-Treasurer to establish the West Village Phase 1 Lighting Fund.

SECTION 2: All special assessment monies collected from property owners in Phase 1 of the West Village subdivision shall be placed in the West Village Phase 1 Lighting Fund, which shall be used solely for the payment of electric costs for street lights within Phase 1 of the West Village subdivision.

SECTION 3: This Council 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.

SECTION 4: 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 authorizing the establishment of the aforementioned fund so that the aforementioned grant funds may be received and spent by the Village as expeditiously as possible, 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.

RECORD OF ORDINANCES

Resolution No. 2025-44

Passed _____, 2025

Michael Raddish, Council President Date

Michael Rick, Mayor Date

Attest:

Scott Varney, Clerk-Treasurer

RECORD OF ORDINANCES

Resolution No. 2025-45

Passed _____, 2025

SPONSOR: FINANCE COMMITTEE

A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS FROM THE GENERAL FUND TO THE STREET CONSTRUCTION/MAINTENANCE FUND AND THE WEST VILLAGE PHASE 1 LIGHTING FUND, AND DECLARING AN EMERGENCY.

WHEREAS, the Mayor and Clerk-Treasurer have recommended that this Council authorize the transfer of funds from the General Fund to the Street Construction/Maintenance Fund and the West Village Phase 1 Lighting Fund for operating purposes; 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 authorize the transfer of funds from the General Fund to the Street Construction/Maintenance Fund and the West Village Phase 1 Lighting Fund as set forth herein.

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 the transfer of funds from the General Fund to the Street Construction/Maintenance Fund and the West Village Phase 1 Lighting Fund for operating purposes, as follows:

From: General Fund	\$ 85,000.00
To: Street Construction/Maintenance	\$ 75,000.00
West Village Phase 1 Lighting Fund	\$ 10,000.00

SECTION 2: The Clerk-Treasurer is hereby authorized and directed to effectuate the transfer of funds set forth in Section 1.

SECTION 3: This Council 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.

SECTION 4: 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 ensuring the current and other financial obligations of the Village of Mogadore are timely met, 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.

RECORD OF ORDINANCES

Resolution No. 2025-45

Passed _____, 2025

Michael Raddish, Council President Date

Michael Rick, Mayor Date

Attest:

Scott Varney, Clerk-Treasurer

RECORD OF ORDINANCES

Ordinance No. 2025-46

Passed , 2025

SPONSOR: MAYOR RICK

AN ORDINANCE AMENDING THE ANNUAL APPROPRIATIONS FOR THE CURRENT EXPENSES AND OTHER EXPENDITURES OF THE VILLAGE FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025, AND DECLARING AN EMERGENCY.

WHEREAS, the Clerk-Treasurer has recommended that this Council amend the annual appropriations for the current expenses and other expenditures of the Village for the Fiscal Year ending December 31, 2025; and

WHEREAS, this Council finds and determines, after reviewing all pertinent information, that it is necessary and in the best interest of the Village of Mogadore to amend the annual appropriations for the current expenses and other expenditures of the Village for the Fiscal Year ending December 31, 2025.

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

SECTION 1: This Council hereby amends the annual appropriations for the current expenses and other expenditures of the Village for the Fiscal Year ending December 31, 2025, for the various funds of the Village, as follows:

WEST VILLAGE PHASE 1 LIGHTING FUND

Other

\$5,000.00

SECTION 2: With such amendments specified in Section 1 above, the total revised appropriations for the Village for the Fiscal Year ending December 31, 2025, is now contained in Exhibit A attached hereto and incorporated by reference herein.

SECTION 3: The Clerk-Treasurer is hereby authorized and directed to effectuate the appropriations set forth herein.

SECTION 4: This Council 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.

RECORD OF ORDINANCES

Ordinance No. 2025-46

Passed _____, 20 25

SECTION 5: This Ordinance 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 appropriating said funds to provide for the orderly operation of the Village and the payment of the Village’s immediate obligations, 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 Raddish, Council President Date

Michael Rick, Mayor Date

Attest:

Scott Varney, Clerk-Treasurer

EXHIBIT A - ORDINANCE NO. 2025-46

2025 ANNUAL APPROPRIATIONS ORDINANCE
AMENDMENT #3

That to provide for the current expenses and Capital Improvements of the Village of Mogadore for the fiscal year ending December 31, 2025, the following sums be and they are hereby set aside and appropriated as follows:

GENERAL FUND		
Administrative (Mayor, Legislative, Solicitor, and Clerk-Treasurer)	Personal Service	\$139,093.31
	Other	\$1,028,545.00
		\$1,167,638.31
Mayor's Court	Personal Service	\$15,675.75
	Other	\$8,150.00
		\$23,825.75
Police Law Enforcement	Personal Service	\$1,098,103.99
	Other	\$554,592.12
		\$1,652,696.11
Service (Land and Buildings) Personal Service	Personal Service	\$0.00
	Other	\$94,000.00
		\$94,000.00
	Transfers Out	\$2,095,600.00
		\$2,095,600.00
TOTAL GENERAL FUND APPROPRIATIONS		\$5,033,760.17
FIRE EMS FUND		
	Personal Service	\$0.00
	Other	\$90,000.00
		\$90,000.00
FIRE FUND		
	Personal Service	\$533,188.34
	Other	\$510,388.00
		\$1,043,576.34
SAFETY GRANT		
	Personal Service	\$448,132.27
	Other	\$121,910.00
		\$570,042.27
CEMETERY FUND		
	Personal Service	\$3,486.25
	Other	\$198,700.00
		\$202,186.25
STREETS CONSTRUCTION/MAINTENANCE		
	Personal Service	\$331,997.87
	Other	\$526,800.00
		\$858,797.87
STATE HIGHWAY		
	Personal Service	\$0.00
	Other	\$17,000.00
		\$17,000.00
PARKS & RECREATION		
	Personal Service	\$64,297.50
	Other	\$336,100.00
		\$400,397.50
COURT COMPUTERIZATION FUND		
	Personal Service	\$0.00
	Other	\$3,000.00
		\$3,000.00
COPS GRANT		
	Personal Service	\$72,594.95
	Other	\$12,860.00
		\$85,454.95
WEST VILLAGE LIGHTING		
	Personal Service	\$0.00
	Other	\$5,000.00
		\$5,000.00
BODY ARMOR		
	Personal Service	\$0.00
	Other	\$1,900.00
		\$1,900.00
ENHANCE SAFETY SHIELD		
	Personal Service	\$0.00
	Other	\$107,187.50
		\$107,187.50
CDBG		
	Personal Service	\$0.00
	Other	\$58,801.51
		\$58,801.51
WATER/SEWER MAIN PROJECT		
	Personal Service	\$0.00
	Other	\$1,526,561.49
		\$1,526,561.49
FIRE EQUIPMENT RESERVE		
	Personal Service	\$0.00
	Other	\$352,300.00
		\$352,300.00
HERBERT/MEADOWRIDGE OPWC		
	Personal Service	\$0.00
	Other	\$832,500.00
		\$832,500.00
HERBERT AND NORWICH OPWC		
	Personal Service	\$0.00
	Other	\$262,000.00
		\$262,000.00
DEBT SERVICE FUND		
	Personal Service	\$0.00
	Other	\$65,862.50
		\$65,862.50
GRAND TOTAL ALL APPROPRIATIONS FOR 2025		\$11,516,328.35