

ORDINANCE NO. 7-2025

AN ORDINANCE AMENDING AND RESTATING ORDINANCE NO. 80-2024 ESTABLISHING THE AUTHORIZED STRENGTH, SETTING THE HOURLY COMPENSATION AND OTHER TERMS OF REMUNERATION AND CONDITIONS OF SERVICE FOR MEMBERS OF THE LORDSTOWN VILLAGE FIRE DEPARTMENT EFFECTIVE JANUARY 1, 2025 AND DECLARING AN EMERGENCY.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF LORDSTOWN, COUNTY OF TRUMBULL, STATE OF OHIO:

Section I: INCOME TAX LEVY

That, on May 2, 2023, the electors of the Village of Lordstown passed an income tax levy for the purpose of funding the Village's fire and EMS services to hire full-time employees.

Section II: DEFINITIONS

As used in this chapter, certain terms are defined as follows:

- (a) "*General Alarm*" means that all Firefighters are called out on the emergency, by use of the phone, monitors, pagers, radios or house siren.
- (b) "*False Alarm*" is any call out which, in the opinion of the Officer in charge, or Lordstown Dispatch or Trumbull County 9 1 1 does not require corrective or defensive action by the Fire Department. All responding Firefighters will be compensated for 1.0 hours of emergency call out pay for false alarms.
- (c) "*Alarm*" means any situation that may or may not need the attention of Fire Department personnel, be it electrical, smoke, fire, hazardous material, medical problem, or danger to life or property.
- (d) "*Training*" is defined as any federal, state or local instruction that a Firefighter attends as a function of the fire service or emergency medical service with required approval.
- (e) "*Non-Certified Firefighter*" is defined as any Fire Department employee who has not successfully passed the State of Ohio Certified Volunteer Firefighters I examination but employed by the Fire Department in the line of duty as a Firefighter or Radio Dispatcher at least eighteen (18) years of age and a high school graduate or the recipient of a GED Certificate recommended by the Fire Chief, appointed by the Mayor and confirmed by Council.
- (f) "*State-Certified Firefighter*" is defined as any Fire Department employee who

has successfully passed the State of Ohio Certified Firefighters I examination employed by the Fire Department in the line of duty as a Firefighter employee, Emergency Medical Technician, Inspector or Radio Dispatcher at least eighteen (18) years of age and a high school graduate or the recipient of a GED Certificate recommended by the Fire Chief, appointed by the Mayor and confirmed by Council.

- (g) "*Junior Firefighter*" means a person at least sixteen (16) years of age and still an active high school participant, recommended by the Fire Chief, appointed by the Mayor and confirmed by Council.
- (h) "*Station Duty*" means any service to the Village Fire Department that is not an emergency, but is scheduled as maintenance or administrative duties.
- (i) "*Fire Officer*" is defined as set forth in Article 4 of Lordstown Fire Department Rules and Regulations.
- (j) "*Reserve Firefighter*" means a Junior Firefighter or Candidate for Firefighter who is unable to become active because an opening is not available. This position is temporary only until an active opening can be made.
- (k) "*Mileage*" shall begin and end at the Fire Station and will be paid according to the existing Lordstown ordinances. This provision will not cover training or schooling in Lordstown Village.
- (l) "*Emergency Medical Technician*" is defined as any state certified EMT employed by the Fire Department in the line of duty as an Emergency Medical Technician Basic or EMT Advanced or EMT Paramedic.
- (m) "*Fire Association*" is defined as the members of the Lordstown Fire Department, Inc.
- (n) "*Grievance*" is defined as any written claim with regard to interpretation or application of the Lordstown Fire Department Rules and Regulations.
- (o) "*Probationary Period*" is defined as a time period of one (1) year starting at appointment by the Fire Chief with the approval of Mayor and Council.
- (p) "*Kelly Days*" are defined as designated days throughout a Full-Time Firefighter's schedule that he or she would normally work, but instead have off and are paid and counted as additional time off besides the scheduled time off that the Firefighter receives.
- (q) "*Full -Time Captain*" is defined as any Fire Department employee who has been promoted to the Full-Time Captain position.
- (r) "*Full-Time Firefighter*" is defined as any Fire Department employee who is employed full time and meets the criteria set forth in Ohio Revised Code §737.22(B)(1).

Section III: LATERAL HIRING FOR FULL-TIME FIREFIGHTER / PARAMEDIC

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- (a) The Village of Lordstown recognizes that lateral hiring is an effective tool to encourage recruitment and application of quality candidates with previous full-time firefighter/paramedic experience.
- (b) In order to be eligible for lateral hiring, an applicant must have a minimum of one-year prior experience as a full-time career firefighter/ paramedic with a minimum of 1-year contributions to the Ohio Police and Fire pension fund. All eligible applicants must submit a letter verifying their years of full-time employment from their previous employer, years of contributions to the pension fund and their accrued sick leave balance.
- (c) A newly hired eligible lateral firefighter/paramedic shall be hired at step 2 of the full-time firefighter pay scale.
- (d) Vacation time for a newly hired lateral firefighter/paramedic will be granted vacation time based upon previous years of service and Lordstown Village's full-time firefighters' vacations policy (Section VIII).
- (e) Lordstown Village agrees to allow newly hired lateral firefighter/paramedic to transfer a maximum of one hundred twenty (120) hours of unused sick time.
- (f) A newly hired lateral employee's seniority shall be determined and calculated from their first actual working day for Lordstown Fire Department.
- (g) A newly hired lateral firefighter/paramedic will follow and serve a one year (1) probationary period.

Section IV: FIREFIGHTER MEMBERSHIP

- (a) During the term of this Ordinance, the authorized strength of the Lordstown Fire Department shall not exceed fifty (50) Firefighters and/or Emergency Medical Technicians, of which not more than ten (10) may be Junior Firefighters, including the officers and Fire Chief.
- (b) All active Firefighters currently appointed shall maintain their current seniority.
- (c) All junior Firefighters currently appointed shall maintain their current seniority and at the time of appointment as active Firefighters they shall retain all seniority.
- (d) All newly appointed Firefighters and EMTs shall serve a one (1) year probationary period.
- (e) Appointment can be terminated at any time during the probationary period by the Fire Chief, with approval of Mayor and Council.
- (f) Emergency medical technicians need not also be firefighters to join the Fire Department but must become a State Certified Firefighter I within one (1)

year.

- (g) In order for a firefighter to advance from a basic firefighter to an emergency medical technician, intermediate emergency medical technician or a paramedic, the firefighter must serve a minimum of one (1) year at each prior step before advancing to the next level.
- (h) All full-time employees must complete an annual physical and/or agility test set by the Chief.

Section V: WAGES AND TERMS OF CALL OUTS

- (a) All alarms of fire and medical emergency shall be general alarms to all active and junior firefighters. Minimum number of alarms shall be set forth in the Lordstown Fire Department Rules and Regulations.
- (b) The normal payroll period for members of the Lordstown Fire Department shall be from the 21st day of the month to the 20th day of each successive month. Pay shall consist of not less than one hour. Any portion of an additional hour shall be calculated to the next tenth of an hour with all intervals being rounded up to the next tenth of an hour.
- (c) The following levels of pay shall govern a Fire Department employee for the period commencing January 1, 2025 and ending December 31, 2027:
 - Candidate Firefighter
- No Compensation
 - Part-Time/Volunteer Captain
2025
\$16.00 base compensation per hour

2026
\$17.00 base compensation per hour

2027
\$18.00 base compensation per hour
- (d) ● Non-certified Firefighter
2025
\$15.50 base compensation per hour

2026
\$16.50 base compensation per hour

2027
\$17.50 base compensation per hour

Steps:

A Fire Department employee receiving any of the following certifications shall receive in addition to the base hourly rate of a Non-Certified Firefighter a fifty cent (\$0.50) per hour pay increase for each certification during the period January 1, 2025 through December 31, 2027.

- Firefighter I
- Engineer
- Emergency Medical Technician Basic
- Advanced Emergency Medical Technician
- EMT Paramedic
- Inspector
- Arson Investigator
- Hazmat Tech
- First Responder
- Firefighter II

- (e) The following steps shall govern full-time Captain and full-time Firefighters of the Fire Department for the period commencing January 1, 2025 and ending December 31, 2027:

Steps:

Full-Time Captains and Full-Time Firefighters shall receive an hourly rate of pay consistent with his/her respective step and/or classification in accordance with the following schedule. Any newly full-time Captain and Firefighter shall be eligible for periodic stepped pay increases on and as of the anniversary date of their employment and not as of the first day of each year.

HR = Hourly Rate YR = Yearly Gross

FULL-TIME CAPTAINS

<u>YEAR</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
2025	HR	\$ 22.76	\$ 23.29	\$ 23.81	\$ 24.32
	YR	\$ 61,743.97	\$ 63,157.95	\$ 64,593.36	\$ 65,964.50
2026	HR	\$ 23.45	\$ 23.99	\$ 24.53	\$ 25.05
	YR	\$ 63,596.29	\$ 65,052.69	\$ 66,531.16	\$ 67,943.43
2027	HR	\$ 24.15	\$ 24.71	\$ 25.26	\$ 25.80
	YR	\$ 65,504.18	\$ 67,004.27	\$ 68,527.10	\$ 69,981.73

FULL-TIME PARAMEDIC/FIREFIGHTER

<u>YEAR</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
2025	HR	\$ 22.33	\$ 22.86	\$ 23.38	\$ 23.89
	YR	\$ 60,565.65	\$ 61,979.63	\$ 63,415.04	\$ 64,786.18

2026	HR	\$ 23.00	\$ 23.54	\$ 24.08	\$ 24.60
	YR	\$ 62,382.62	\$ 63,839.02	\$ 65,317.49	\$ 66,729.76
2027	HR	\$ 23.69	\$ 24.25	\$ 24.80	\$ 25.34
	YR	\$ 64,254.10	\$ 65,754.19	\$ 67,277.02	\$ 68,731.65

- (f) Full-Time Captains and Full-Time Firefighters work a fifty-three (53) hour work week with Kelly Days. The above hourly rate is for holiday pay and to calculate time and a half. Firefighters/EMT-B have three (3) years to complete medic school to obtain certification to stay employed as a full-time Firefighter / Captain.
- (g) Compensatory Time Off. Employees may elect to receive “compensatory time off” in lieu of overtime compensation to be calculated at the rate of one and one-half (1½) hours of compensatory time off for every hour of overtime compensation otherwise due the employee and to “bank” such compensatory time off; however, not to exceed a total of four hundred eighty (480). Compensatory time off may be used by the employee throughout the year with prior approval of the Chief of the Lordstown Fire Department and upon the condition that another Firefighter will fill the shift of the employee electing to use the compensatory time off. Any employee with accrued but unused compensation time shall be paid for that time at a rate that is greater of the employee's final regular rate of pay or the average rate of pay during the employees last three (3) years of employment. Ohio Revised Code §124.18 (A). Compensation time must be pre-approved by the Fire Chief and cannot create overtime.
- (h) All Firefighters shall be paid at their highest eligible level of pay for their services during emergency calls, or while performing on-site fire safety inspections, research of fire codes, or other administrative duties associated with fire safety inspections or arson investigations. Training or schooling for active Firefighters and non-emergency detail, for the care and maintenance of vehicles, equipment, bays, etc., shall be paid at the non-certified rate of pay. The minimum number of trainings, drills, or scheduled maintenance shall be set forth in the Lordstown Fire Department Standard Operating Guidelines.
- (i) Firefighters engaged in a training or drill class at the time of an alarm, who are assigned a task or duty for that alarm, shall be paid at their emergency rate of pay. The remainder of the class shall continue as determined by the instructor, and paid as prescribed in section (i) below.
- (j) Payments required for any schooling, tuition, books or other materials required for the training or schooling of employees governed by this Ordinance shall be paid or reimbursed by the Village one time at no cost to the Firefighter. Any certification test(s) shall be paid one time. Test(s) required to maintain certification shall be paid or reimbursed by the Village. Provided, however,

after the Village has paid for certification schooling and tuition, the Firefighter(s) must be employed with the Village's Fire Department for one (1) year and Paramedics for three (3) years otherwise the Firefighter or Paramedic must reimburse the Village.

- (k) Any active or junior Firefighter who, with prior approval of the Fire Chief, uses their personal vehicle for travel to specialized training or schooling shall be paid mileage at the minimum rate allowed by Village Ordinance. Lodging and meals for active Firefighters shall be paid as per terms of Village Ordinance(s).
- (l) Any active or junior Firefighter who would be subpoenaed into court on any fire department related case(s) shall be paid at the rate of pay said subpoenaed Firefighter would be making at their regular place of employment. Any Firefighter, who at the time of said court appearance is unemployed, not scheduled to work or retired shall be paid at their highest eligible rate of pay with the Fire Department. The Firefighter shall be paid for the entire time of their court appearance plus one-and-one-half (1½) hours for preparation and driving time. The Firefighter must bring a copy of the subpoena that has been signed and dated with the time the litigation started and the time it ended, to the Village Clerk. It must be documented by the Clerk of Courts.
- (m) In addition to State Firefighter Training I training requirements, the maximum training will be limited to twelve (12) hours per month for each Fire Department member, unless authorized by the Fire Chief for additional training hours.

Section VI: INSURANCE

- (a) It is agreed that the insurance plan for accidental death and disability shall be through the Ohio State Fireman's Association. The insurance premium shall be paid by the Village, with a minimum of One Hundred Fifty Thousand Dollars (\$150,000.00) accidental death, to include a heart rider, and a weekly income of not less than Two Hundred Fifty and 00/100 Dollars (\$250.00) for the lost time and disability due to covered injury while serving as a Firefighter. The carrier will be chosen by the Lordstown Fire Department, Inc. (The Firefighters Association).
- (b) The Village shall provide liability coverage to all active Firefighters who may drive Village fire vehicles. This insurance will cover up to \$250 any Physical Damage Deductible "loss" incurred by Firefighters while using their own "automobiles" while discharging their duties for the Lordstown Fire Department. However, this insurance coverage only applies if:
 - (i) The Firefighter carries Physical Damage insurance on his/her own personal automobile at the time of loss;
 - (ii) The Firefighter furnishes the Village with proof of the deductible loss;

- (iii) The Physical Damage Deductible loss incurred is not covered under another insurance policy;
- (iv) The loss was incurred while the Firefighter was using his/her own personal "automobile" in service for the Village of Lordstown.

In no event will such insurance pay more than the actual amount of the deductible loss incurred by the Firefighter.

- (c) The Village shall provide a liability insurance plan on all active and junior Firefighters and their vehicles while answering an alarm.
- (d) The Village shall provide legal representation at customary and reasonable rates for any and all legal needs that an active or junior Firefighter, serving the Village, may need at no cost to the Firefighter. In the event of litigation or an administrative proceeding, the Village shall provide an attorney for active or junior Firefighters. In either case, this provision applies only if the need for legal services is a direct result of fulfilling the Firefighters services; and provided furthermore that the Firefighter is not adjudged to have committed an offense of driving under the influence (DUI), and/or an offense, the category of which would be classified as a felony under the Ohio Revised Code. In the event that a Firefighter is charged with one of the aforementioned excluded offenses for which the Village would deny the cost of legal representation and if such Firefighter is eventually found not culpable or innocent of such charges, then the Village shall reimburse the Firefighter for any and all legal services in defense of such matters.
- (e) Beginning employees must be employed for thirty (30) calendar days before they are eligible for insurance benefit coverages.
- (f) The Village of Lordstown shall pay one hundred percent (100%) of the premium costs for the *Basic*, insurance coverage for full-time captains and full-time firefighters who elect "PPO" insurance coverage (family or single) or "Group Health Plan" insurance coverage (family or single) which payment shall be made from the Benefits Account within the Fire Levy Fund.
 - (i) Full-time captains and full-time firefighters may voluntarily elect to "opt out" of such health insurance coverages and receive additional cash compensation in an amount which is equivalent of fifty percent (50%) of the premium payments (however, not to exceed One Thousand and 00/100 Dollars (\$1,000.00) a month, which the Village of Lordstown is required to pay monthly for such employee's health insurance coverage. Provided, however, that in the event of a husband and wife both being employed by the village of Lordstown, for purposes of this "opt out", they shall be treated as one unit; therefore, if one spouse elects insurance coverage, it must be family coverage, and the other spouse shall not be

entitled to receive the “opt out” payments. Conversely, should both spouses not elect the employer-sponsored insurance, then they shall be entitled to only one “opt out” payment. The “opt out” reimbursement formula shall be recalculated at the expiration of each insurance fiscal year. The “opt out” premium payments shall be paid to each eligible employee by payroll check on or before the end of each month. To be eligible for the “opt out” the employee must execute the Insurance Coverages Verification Form and deliver a copy of the same annually to the Clerk of the Village.

- (g) Health Savings Account. For those employees who elect Group Health Plan coverage (family or single), the Village shall contribute the following amounts for the periods set opposite into a health savings account for the electing employee, to wit:

<u>Year</u>	<u>Family Coverage</u>	<u>Single Coverage</u>
2025	\$5,000	\$2,480
2026	\$5,000	\$2,480
2027	\$5,000	\$2,480

which contributions shall be made in monthly installments payable by the 15th of the following month in which payroll deduction was withheld for 2025, 2026 and 2027.

- (h) Prorated Contributions for Mid-Year Hires: For those employees who elect Group Health Plan Coverage (family or single), the Village of Lordstown shall make pro-rata contributions to such employee’s HSAs based on the number of months that the employee was employed by the Village *and* eligible to receive such benefits during the year.
- (i) The Village of Lordstown shall pay the initial set up fee to create the HSA account; however, the employee shall be responsible for payment of any monthly HSA administrative fees to the depository bank which maintains the HSA account.
- (j) The Village of Lordstown shall furthermore offer its employees the option to make additional contributions to his/her HSA account through payroll deduction to be funded in equal pretax amounts per pay period to supplement the permitted Internal Revenue Service maximum deposit to such employee’s HSA account
- (k) All health insurance and other benefits, including the terms and conditions thereof, are expressly incorporated herein from Ordinance No. 59-2024 (the “Master Benefits Ordinance”).
- (l) During the term of this Ordinance, the Village reserves the right to change the insurance carriers and/or coverages.

Section VII: HOLIDAYS

- (a) The following days are hereby designated as paid holidays for all employees:
 The first day of January - New Year’s Day;
 The third Monday in January - Martin Luther King Day;

The third Monday in February -	President's Day; Good Friday;
The last Monday in May -	Memorial Day;
The nineteenth day of June -	Juneteenth
The fourth day of July -	Independence Day;
The first Monday in September -	Labor Day;
The eleventh day of September, known as Patriot Day, provided that such day is declared a Federal holiday	
The second Monday in October -	Columbus Day;
The eleventh day of November -	Veteran's Day;
The fourth Thursday in November -	Thanksgiving Day;
The twenty-fifth day of December -	Christmas Day

- (b) In order to be eligible for paid holidays, the employee must report to work and actually work either: (1) his/her last scheduled work day before the holiday, the holiday if scheduled, and his/her next scheduled work day immediately after the holiday; or (2) unless the employee has a doctor's slip verifying the employee was either sick or injured and could not report for work; or (3) the employee is specifically excused by the Chief; or (4) the employee is on authorized vacation.
- (c) If a full-time employee works on a paid holiday that is a regularly scheduled workday, said employee will be paid at the rate of one and one-half (1-1/2) times his or her hourly base rate of pay for the first eight (8) hours of the shift of regular hour worked in addition to his or her regular holiday pay, and one and one-half (1-1/2) times his or her hourly base pay for each overtime hour worked in addition to his or her regular holiday pay. Under no circumstances may pay exceed double time and one-half for the first eight (8) hours of the shift.
- (d) If a part-time employee works on a paid holiday, that is a scheduled work day. Said employee will be paid one and one half (1-1/2) times his or her hourly rate for a maximum of eight (8) hours.

Section VIII: PERSONAL DAYS

Each employee shall be entitled to forty-eight (48) hours or two (2) days personal days off with pay. Requests for time off pursuant to this provision shall be approved in advance by the Fire Chief or his designee.

Section IX: VACATIONS

- (a) Each employee shall be entitled to vacation according to the following schedule:

Years of Active Service	Paid Hours Off
1 year	48 hours
2 years	72 hours
4 years	120 hours
7 years	144 hours

9 years	168 hours
12 years	180 hours
15 years	192 hours
20 years	216 hours
25 years	250 hours
30 years	264 hours

- (b) Provided, however, that full-time firefighters hired after July 1, 2023 with previous service time within the Lordstown Fire Department will receive one (1) year of service credit for each 2,080 hours of accumulated service time for vacation accumulation purposes.
- (c) In case of emergency, the Fire Chief has the right to require employees to work on all or part of planned vacation leave. If an employee is required to work under circumstances set forth above, the employee shall be paid an amount equal to the usual compensation for the day or days so worked and the employee shall have the vacation days scheduled for the later time in the calendar year.
- (d) Employees may take vacation leave to which they are entitled beginning with the first full pay period following the date they complete their first year of service. Upon the completion of one year of service, vacation time anniversaries will revert to January 1.
- (e) Years of active service shall include credit for active military service; provided that the employee has purchased such time from the appropriate federal and/or state public employee retirement service, or police and fire disability pension fund, as applicable.
- (f) To receive vacation by seniority, all vacation requests must be turned in by March 31st. After March 31st, vacation will be given on a first come – first served basis. Vacations may be taken in either eight (8) or four (4) hour segments. Any request for vacation time must be submitted at least forty-eight (48) hours in advance of the time off requested, unless such time is requested during the weekend, then the request must be made at least seventy-two (72) hours in advance of the time off requested. The employer understands that there may be times when an emergency arises and the above cannot be adhered to. During such times, the time limit may be waived.
- (g) An employee may carry over into the following year up to one (1) week of unused vacation. In the event of the death of an employee, an accrued vacation shall be paid to the decedent's estate. If a vacation is carried over, when taken, it shall be paid at the employee's current rate of pay.
- (h) Upon termination from employment, an employee may either take his/her remaining unused vacation time or elect to receive a lump sum payment in lieu thereof.

Section X: CLOTHING ALLOWANCE

That a clothing allowance in the amount of \$1,000.00 shall be reimbursed to the full-time captains and full-time firefighters quarterly upon the submission of receipt(s) for proof of purchase.

Section XI: UNIFORMS

- (a) Uniforms for all Firefighters, Junior Firefighter, and EMT's shall be provided by the Village at no expense to the Firefighter, Junior Firefighter, or EMT. The Firefighter, Junior Firefighter, or EMT shall be responsible for maintaining the uniform(s) received.

- (b) **Upon appointment by the Mayor and confirmed by Village Council, Part-Time/Volunteer Firefighters, EMT's and Junior Firefighters shall receive a duty uniform for the duration of this Ordinance as follows:**
 - Two (2) tee shirts each calendar year**
 - One (1) hat each calendar year**
 - Two (2) polo shirts per Ordinance**
 - One (1) coat per Ordinance**
 - One (1) job shirt per Ordinance**

- (c) **During the term of this Ordinance, Part-Time/Volunteer Firefighters and EMT's shall receive a one-time reimbursement for duty boots not to exceed One Hundred Dollars (\$100.00) and a one-time reimbursement for duty pants not to exceed Forty Dollars (\$40.00) per pair. If a firefighter wants to spend more than what is allowed, the Village will only reimburse the maximum allowed and will be paid quarterly upon submission of receipt(s) for proof of purchase.**

- (d) Junior Firefighters shall receive a duty uniform as specified in item (j) below at the end of a six-month probationary period.

- (e) All insignias, patches, badges, lapel pins, etc., shall be provided as part of the complete uniform, or as needed by the Firefighter, Junior Firefighter, or EMT.

- (f) All uniforms and other Village Fire Department property shall be returned to the Fire Department upon termination of Service.

- (g) The Village shall replace any and all portions of the uniform which become damaged while rendering service to the Village at no cost to the Firefighter, Junior Firefighter, or EMT.

- (h) Any Firefighter or EMT may terminate service after ten (10) years of service and retain the dress shirt and badge.

- (i) Each Firefighter, Junior Firefighter, or EMT shall receive a portable receiver, pager, or radio and station key provided at no cost to the Firefighter, Junior

Firefighter, or EMT. Issuance of the aforesaid shall be the responsibility of the Fire Chief and be made at the time of appointment.

- (j) At the end of the one (1) year probationary period the Village shall provide Firefighters and EMT's with emergency lights and siren at no cost to the Firefighter or EMT.
- (k) One (1) year from appointment by the Mayor and confirmation by Village Council, the Firefighter or EMT shall be issued one time a dress uniform for the duration of this Ordinance consisting of:

- One (1) dress hat
- One (1) dress coat
- One (1) black dress belt
- One (1) dark blue tie
- One (1) pair of dress trousers
- One (1) light blue dress shirt (other than officers) or,
- One (1) white dress shirt (officers only)

Section XII: AGE; PHYSICAL EXAMINATION

- (a) Junior Firefighters shall be at least sixteen (16) years of age and shall avoid hazardous areas of general fire fighting operations.
- (b) Any physical examination required of an active or junior Firefighter, by the State or the Village, shall be paid by the Village.

Section XIII: DRUG TESTING POLICY.

The Village of Lordstown through a supervisor designated by the Mayor shall coordinate and implement the Village of Lordstown Drug and Alcohol Random Testing Policy and Procedures (Ordinance 35-2017) through Valley Care Work-Med. All employees and/or personnel of the Lordstown Village Fire Department shall comply with Ordinance No. 35-2017. Firefighters and EMS personnel shall be tested while on active duty and not during non-scheduled work time.

Section XIV: VOLUNTEER FIREFIGHTER DEPENDENTS FUND BOARD

- (a) There is hereby created in the Village a Volunteer Firefighter I Dependents Fund Board pursuant to Ohio Revised Code, Section 146.02 et seq.
- (b) The Board shall consist of five (5) members elected in accordance with the provision of the Ohio Revised Code Section 146.04.

Section XV: LEAVE OF ABSENCE

- (a) Any Firefighter who has received the required State Certified Firefighter I Certification may apply for the following leaves:
 - 1. Military Leave - The leave shall commence upon the Firefighter leaving for basic training and continue until thirty (30) days after the first enlistment is up.

2. Workers' Compensation - Any Firefighter who is incapacitated while at his/her regular employment or while on duty as a Firefighter shall be considered as on leave and shall not be allowed at the station or on call until released to perform his/her regular duties with no restrictions.
3. Sick Leave - Any Firefighter who is on sick leave from his/her regular place of employment or who cannot perform his/her regular duties as a Firefighter, temporarily, shall be considered as on leave and shall not be allowed at the station or on call until released to perform his/her regular duties with no restrictions.
4. Thirty-day Leave - Any Firefighter may apply for a Thirty (30)-Day Leave of absence if he/she is leaving the Village for work or schooling. If granted, he/she must, at the end of thirty (30) days, return to Lordstown to live or submit a resignation to the Fire Department.
5. Personal Leave - Any Firefighter or EMT may request of the Fire Chief a leave of absence for personal reasons, one time during a calendar year, with the Firefighter or EMT to remain in good standing with the Fire Department. The Fire Chief shall have discretion as to whether to grant such a request for personal leave.
6. Education Leave - Any Firefighter or EMT may take a leave of absence with the consent of the Fire Chief to further his/her education, without losing his/her seniority, as long as he/she maintains the minimum hours required by the State of Ohio to remain a Certified Firefighter I.

Section XVI: JUNIOR FIREFIGHTERS

- (a) Junior Firefighters shall be at least sixteen (16) years of age and still be in high school. They shall avoid hazardous areas of general firefighting operations. Junior Firefighters shall be recommended by the Chief and appointed by Council and the Mayor.
- (b) There shall be a maximum of ten (10) Junior Firefighters.
- (c) School activities will take priority over all Fire Department activities for Junior Firefighters.
- (d) All Junior Firefighters must maintain passing grades in all school subjects. The latest report card will be reviewed by the Chief before a recommendation for appointment can occur. The Junior Firefighter will be required to present each report card to the Chief immediately following each grading period. If a junior fails a subject in a grading period, the junior will be suspended until the next report card is examined by the Chief. If a junior received a failing grade for any two grading periods, that junior will be dismissed from the Fire Department.

- (e) Junior Firefighter appointments shall be of a probationary nature until they have been appointed to the position of active Firefighter.
- (f) A Junior Firefighter shall be paid the prevailing State of Ohio minimum wage rate for all training, schooling and alarms attended during the period October 4, 2021 through December 31, 2024.

Section XVII: CANDIDATE FIREFIGHTER

- (a) Candidates shall be at least eighteen (18) years of age and a high school graduate or a GED recipient.
- (b) Candidates shall have an application for membership on file at the Fire Department.
- (c) Candidates shall only report for scheduled Monday trainings/work details.
- (d) Candidates shall have a physical, paid for by the Fire Department, before any training/work detail can start.
- (e) Candidates, upon passing their physicals shall be insured by the Village against accidents.
- (f) Candidates shall report for thirteen (13) trainings/work details before they will be considered for employment as a regular volunteer firefighter.
- (g) Candidates' attendance/work records shall be reviewed by the Chief once every four (4) weeks.
- (h) Candidates shall not be compensated during their period of candidacy.

Section XVIII: EMPLOYEE INCIDENTS INVOLVING VILLAGE VEHICLES OR PROPERTY

Any incident involving damage to Village-owned vehicles or property shall be reported to the Supervisor of that Department immediately and a report SHALL be made and submitted to the Mayor and the Clerk of the Village. The Employee(s) involved shall be sent for a drug / alcohol test within one hour of the incident. A failure to report the incident will result in disciplinary action pursuant to the Collective Bargaining Agreement or Master Benefits Ordinance for other employees of the Village.

Incidents occurring within the Village will be investigated by the Lordstown Police Department. Any incident occurring outside of the Village of Lordstown will be investigated by the law enforcement authorities of that jurisdiction.

Incidents involving third parties within or outside of the Village shall also be reported to the Village insurance carrier.

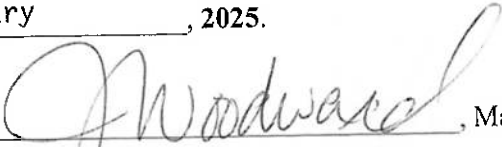
Section XIX: That Ordinance No. 80-2024 shall be repealed in its entirety effective January 1, 2025.

Section XX: That this Ordinance is hereby declared an emergency measure necessary for the public

health, safety and welfare and for the further reason that this Ordinance must be implemented effective January 1, 2025.

Section XXI: That the passage of this Ordinance and all deliberations relating to the passage of this Ordinance were held in open meetings in accordance with the provisions of Ohio Revised Code §121.22.

Passed in Council this 18 day of February, 2025.


_____, Mayor


_____, Clerk