



Perrysburg – IAFF – 2021-2023 CBA - FINAL – 10.29.21

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**COLLECTIVE BARGAINING AGREEMENT  
2021 - 2023**

**between the**

**CITY OF PERRYSBURG**

**and the**

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS  
LOCAL 3331**

**SERB Case No. 2020-MED-10-1300**

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**FIRE UNIT AGREEMENT**

This Agreement made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2021 in the City of Perrysburg, County of Wood, State of Ohio, by and between the City of Perrysburg, Ohio (herein called the City) and the International Association of Firefighters, Local 3331, Perrysburg Firefighters, its successors and assigns (herein called the Union).

**ARTICLE 1**

Section 1.1 RECOGNITION:

The City recognizes the Union as the exclusive representative for bargaining concerning wages, hours or terms and conditions of employment for all full-time non-probationary employees in the classifications of firefighter/paramedic, lieutenant, and captain, but excluding the Fire Chief, Deputy Fire Chief and all other employees of the City of Perrysburg.

The Union is recognized as the bargaining agent for the purposes of establishing wages, hours of work, the handling of grievances and all other terms and conditions of employment.

In the event jobs currently within the bargaining unit are changed or new positions are created, the parties will meet to determine if such positions shall be included in the bargaining unit. Thereafter, the matter will be submitted to SERB, either jointly or individually, for determination.

Section 1.2 PART-TIME:

Up to two (2), twenty-four (24) hour shifts per day may be assigned to part-time firefighters.

**ARTICLE 2**

Section 2.1 MANAGEMENT RIGHTS:

The City reserves all rights, powers and authority customarily exercised by management except as expressly modified by specific language of this Agreement. Such rights, powers and authority shall include, but not be limited to, the determination and implementation of functions and programs; the standards of services; the utilization of technology; the organizational structure; the direction of, supervision, evaluation or hiring of employees; the maintenance and improvement of efficiency and effectiveness of the City's operations; the determination of the overall methods, processes, means or personnel by which the City's operations are to be conducted including the contracting out of work; the suspension, discipline, demotion, discharge of employees for just cause, the layoff, transfer, assignment, scheduling, promotion or retention of employees; the determination of the adequacy of the work force; the determination of the overall mission of the City as a unit of government; the effective management of the work force; the taking of actions to carry out the mission of the City as a governmental unit; and the making, modification and application of rules and regulations for safety, efficiency and discipline.



1 **STEP 2: HUMAN RESOURCE MANAGER** Within Ten (10) working days of when the  
2 grievance is reduced to writing and submitted to the Human Resources Manager at Step 2,  
3 representative(s) of the grievance committee and the grievant shall meet with the Human  
4 Resources Manager or his/her designee and the Fire Chief. The City will provide the Union with  
5 its answer in writing within five (5) working days of the date of the Step 2 meeting  
6

7 **STEP 3: MAYOR/DESIGNEE** If appealed to step three (3) by the Union within five (5)  
8 working days of when the City gives its Step 2 answer, within an additional ten (10) working days,  
9 representative(s) of the grievance committee and the grievant shall meet with the Mayor or the  
10 Mayor's designee, the Human Resources Manager and such other City officials as the Mayor or  
11 the Mayor's designee deems appropriate. The City will provide the Union with its final answer in  
12 writing within five (5) working days of the date of the Step 3 meeting. The City's final answer  
13 shall be final and binding upon the Union and all affected employees unless appealed to Step 4 by  
14 the Union in writing and received by the City within five (5) working days of the date the City's  
15 Step 3 is delivered to a Union officer of the Grievant.  
16

17 **STEP 4: ARBITRATION** If no satisfactory settlement is achieved between the City and the  
18 Union at Step 3 and timely appeal is made by the Union, the grievance may be submitted to  
19 arbitration.  
20

21 **MEDIATION:** Within five (5) working days after the City receives the timely appeal to  
22 Step 4, either party may request, and the parties may mutually consent to submit the grievance for  
23 expedited mediation by a federal mediator from the Toledo office of the FMCS or from the State  
24 Employment Relations Board. The arbitration proceeding shall be stayed during the pendency of  
25 such mediation.  
26

27 **SELECTION OF ARBITRATOR:** Within the later of ten (10) working days after the  
28 City receives the timely appeal to Step 4, or ten (10) working days after the mediation session, if  
29 applicable, representatives of the City and the Union shall attempt to select a neutral arbitrator to  
30 hear and determine the matter being referred to arbitration. If the representatives of the City and  
31 the Union are unable to agree upon a neutral arbitrator within the ten (10) working day period  
32 mentioned above, the City and the Union shall jointly petition the Federal Mediation and  
33 Conciliation Service no later than ten (10) working days after the City receives the Union's timely  
34 appeal to Step 4. The Federal Mediation and Conciliation Service shall submit a panel of seven (7)  
35 arbitrators from which panel an arbitrator shall be selected by striking names or by mutual  
36 agreement of the City and the Union. Subsequent panels of arbitrators may be requested where  
37 either the City or the Union determines none of the arbitrators on the panel is acceptable. The City  
38 or the Union, or both, shall notify the Federal Mediation and Conciliation Service of the name of  
39 the arbitrator selected.  
40

41 Section 3.2 POWERS OF ARBITRATOR AND COSTS OF ARBITRATION:  
42

43 The arbitrator shall only have jurisdiction and authority to interpret, apply and determine  
44 compliance with the provisions of the Agreement, but shall not have jurisdiction or authority to  
45 add to, detract from or alter the terms of this Agreement in any manner nor shall the Arbitrator  
46 have the jurisdiction or authority to assess a penalty or to determine any matter which might be  
47 construed as an interest arbitration except as may be expressly provided herein. Inadvertent errors

1 in application of the provisions of this Agreement by the City shall not be construed to be an  
2 enforceable practice.

3  
4 The decision of the arbitrator shall adequately set forth the issue or issues to be decided, the  
5 positions of the parties, specific findings of fact, conclusions of law, and the award. The  
6 arbitrator's decision and award shall be binding upon the City, the Union and all affected  
7 employees unless set aside or modified by a court of competent jurisdiction. The arbitrator shall  
8 render his/her award within thirty (30) days of the date of the hearing or within thirty (30) days of  
9 the date briefs are filed, whichever is later.

10  
11 Each party shall bear the costs of its own presentation. The cost of any transcript and attendance  
12 fee shall be borne by the party arranging for the court reporter unless the other party or the  
13 arbitrator orders a copy of the transcript, in either of which cases the entire cost of the transcript  
14 and attendance fee shall be borne equally by the City and the Union. The expense of the arbitrator  
15 shall be borne by the party losing the arbitration. In the event the arbitrator's decision is such that  
16 the parties cannot agree on who lost the decision, the arbitrator will retain jurisdiction to decide  
17 how his/her expenses will be apportioned between the parties.

18  
19 Any agreement reached between the City and the Union in resolution of a grievance prior to  
20 arbitration shall be final and binding upon the City, the Union and all affected employees;  
21 provided, however, that nothing herein shall prohibit the Union and the City from agreeing that a  
22 particular resolution of a grievance shall not be used as a precedent in any future cases of any kind.

23  
24 Section 3.3 TIME LIMITS FOR FILING GRIEVANCES; DAYS DEFINED:

25  
26 Grievances concerning discharge of an employee shall be submitted in writing at Step 4 of the  
27 Grievance Procedure within three (3) working days of the date of the discharge or the date the City  
28 issues its final decision following a discharge hearing, whichever is later. Copies of the grievance  
29 will be provided to both the City and the Union. Any other grievance shall be submitted at Step 1  
30 of the Grievance Procedure within ten (10) working days of the date the alleged violation occurred.

31  
32 For purposes of the Grievance and Arbitration procedure and discipline and discharge procedure,  
33 working days or work days shall mean Monday through Friday, excluding holidays celebrated  
34 during that period. The parties may mutually agree in writing to extend the timeframes specified  
35 in this section.

36  
37 Section 3.4 DISCIPLINE AND DISCHARGE:

38  
39 **A. GENERALLY:** Non-probationary employees shall not be discharged or disciplined  
40 without cause. Violation of City rules governing the safety, health and/or conduct of employees  
41 covered by this Agreement shall be among the causes for discharge or other disciplinary action.  
42 Discharge or other disciplinary action may be subject to the grievance and arbitration procedure  
43 under this Agreement.

44  
45 **B. MAJOR VIOLATION:** A violation of major City rules governing safety, conduct  
46 and/or health of employees may be among the causes for discharge or other disciplinary action.  
47 Counseling shall not be considered discipline and shall not be counted toward any progressive



1 discipline. Major violations by way of example and not by way of limitation, may be falsification  
2 of any documents required by the City; unauthorized disclosure of sensitive or confidential  
3 information such as tax returns or patient medical information; being under the influence of and/or  
4 the unauthorized possession, sale or purchase of alcohol or illicit drugs during working hours;  
5 physical violence; engaging in gross insubordination; conviction of a felony; embezzlement of  
6 public funds; theft, pilferage or unauthorized possession of property, engaging in conduct or  
7 encouraging others to engage in conduct in violation of this Agreement, including but not limited  
8 to, the no strike provision; workplace or sexual harassment; untruthfulness; or any offense  
9 involving gross misconduct.

10  
11 **C. LESSER VIOLATIONS:** For violations of lesser City rules governing safety, conduct  
12 and/or health of employees, progressive discipline will be used, consistent with the seriousness of  
13 the offense and the work record of the employee.

14  
15 **D. NOTICE OF DISCIPLINARY ACTION:** Every warning, suspension notice or  
16 discharge notice shall be in writing and shall contain at a minimum the date given, the name of the  
17 individual issuing it, the name of the employee receiving the warning, the nature of the alleged  
18 violation and the date or dates upon which the alleged violation occurred. The employee shall  
19 receive a copy and the Union shall receive a copy within ten (10) working days of the City's gaining  
20 knowledge of the infraction unless the nature of the infraction requires additional investigation  
21 time to be determined by the City. The investigation shall be reasonable and with notice to the  
22 Union. A copy shall be retained by the City in the employee's personnel file.

23  
24 **E. CLEARING OF EMPLOYEE'S RECORD:** Disciplinary action will expire from  
25 an employee's work record in accordance with the following schedule:

- 26  
27 1. ORAL REPRIMANDS - one (1) year from the date of the reprimand.  
28 2. WRITTEN REPRIMAND - two (2) years from the date of the reprimand.  
29 3. SUSPENSION OF THREE (3) DAYS OR LESS - three (3) years from the date of  
30 the suspension.  
31 4. SUSPENSION OF FOUR (4) DAYS OR MORE - four (4) years from the date of  
32 the suspension.  
33  
34

35 **F. COUNSELING STATEMENTS:** In lieu of disciplinary action, an employee may receive  
36 a counseling statement directed to correct a work deficiency or to improve work performance.  
37 Counseling is not disciplinary action and not subject to the grievance procedure. Records of any  
38 counseling shall expire from the employee's work record one (1) year after the date the counseling  
39 was received.  
40

41 All disciplinary actions shall be placed in a file that is separate from the employee's personnel file  
42 at the conclusion of the time periods mentioned above. No files shall exist, or be kept by the City  
43 or any supervisor, containing an employee's personal or disciplinary information, separate from  
44 the employee's official personnel and disciplinary file. Records of any counseling shall expire  
45 from the employee's work record one (1) year after the date the counseling was received.  
46

1 **G. HEARING:** No employee will be discharged, demoted or suspended from employment  
2 with the City without first being given the opportunity for a hearing before the Mayor or the  
3 Mayor's designee.  
4

5 The City shall issue its final determination in writing within seven (7) calendar days following the  
6 close of the hearing with copies to the employee and to the Union. If the employee is discharged  
7 suspended, or demoted as a result of the hearing, the employee shall have three (3) work days  
8 following the date of the City's final determination in which to file a grievance at Step 4 of the  
9 Grievance and Arbitration Procedure.  
10

11 **H. RESIGNATION IN LIEU OF DISCHARGE:** An employee may resign at any time  
12 prior to a final discharge decision and his/her personnel file shall show a voluntary resignation. If  
13 an employee resigns in accordance with this provision, the employee shall not thereafter file for  
14 unemployment compensation in a manner which will cause the City liability; and if the employee  
15 does so, the City will have the right to contend before the OBES that the employee was discharged  
16 from employment.  
17

18 Section 3.5 PERSONNEL FILES:  
19

20 An employee, or the Union with the written permission of the employee, may be permitted to  
21 review the employee's personnel file and copy any material found therein at any reasonable time  
22 and place. Should the employee, upon review of the employee's personnel file, come across  
23 material of a negative or derogatory nature, the employee may provide a written and signed  
24 comment in rebuttal, mitigation or explanation of said material, which comment shall remain in  
25 the employee's file so long as the negative material remains. Reviews will be conducted on the  
26 employee's own time. Any material copied from the file will be at the expense of the employee or  
27 the Union.  
28

29 In the event the City receives a public records request for copies of materials contained in a  
30 bargaining unit member's personnel file, the employee shall be advised of the request at the time  
31 the request is made.  
32

33  
34 Section 3.6 RIGHTS OF EMPLOYEES:  
35

36 Employees of the Fire Division included within the scope of this Agreement shall be entitled to  
37 the following rights as they relate to non-criminal charges against an employee for violation of  
38 Fire Division policies, rules and regulations. An employee being investigated for possible criminal  
39 charges shall be afforded the same constitutional rights as are required to be provided to any other  
40 citizen.  
41

42 **A.** Any time that the Fire Chief or his designee conducts a disciplinary hearing with an  
43 employee, the employee shall be advised of his rights to have a Union representative present in  
44 accordance with the collective bargaining agreement. In any disciplinary hearing, each party shall  
45 have the right to question the other party's witnesses. Complaints against an employee for a  
46 violation of a policy, procedure, rule or regulation shall be reduced to writing and signed by the  
47 complainant.

1  
2 B. An employee who is to be questioned as a suspect in any investigation of any criminal  
3 charge against him shall be advised of his Constitutional Rights before any questioning starts. Any  
4 internal questioning of the employee named in the criminal complaint and any administrative  
5 charges against that employee shall be delayed until after the trial stage of the criminal case  
6 provided: (1) the employee involved declines to participate in the administrative investigation and  
7 (2) the employee removes himself/herself from duty without pay.  
8

9 C. Before an employee may be charged with any violation of division rules and regulations  
10 for a refusal to answer questions or participate in an investigation, he shall be advised that his  
11 refusal to answer questions or participate in such investigation may be made the basis for such a  
12 charge.  
13

14 D. Any interrogation, questioning or interview shall be conducted at a reasonable hour,  
15 preferably while the person to be interrogated or interviewed is on duty, and shall occur in the  
16 office of the Chief. Such sessions shall be for reasonable periods of time and time shall be allowed  
17 for rest period(s) and for other physical necessities. No more than two interrogators at a time will  
18 interrogate, question or interview the employee.  
19

20 E. The employee shall be informed of the nature of the investigation prior to any questioning.  
21

22 F. The Employer may divulge the fact that a particular employee is under investigation but  
23 may not release any additional information until the investigation is completed and the employee  
24 is either cleared or charged. Prompt notice must be provided to the Bargaining Unit Steward when,  
25 upon inquiry, the Division divulges the fact that an employee is under investigation.  
26

27 G. When an employee suspected of a violation of Division policies, rules, or regulations is  
28 being interrogated, such interrogation shall be recorded at the request of either party. The party  
29 requesting the recording shall be responsible for the cost unless both parties desire a copy, wherein  
30 the cost shall be equally shared. In addition, the party requesting the recording shall be responsible  
31 for providing the appropriate recording equipment.  
32

33 H. An employee who has been charged with a violation of any Division policy, rule or  
34 regulation, shall, upon request, be provided the opportunity to obtain copies, at current  
35 reproduction cost, of transcripts, recordings, written statements and any other material relating to  
36 the charges as a condition of its use at a hearing on such charge. Such requests must be made no  
37 less than 24 hours prior to the scheduled hearing; however, the parties may waive the 24-hour  
38 provision in the event of extenuating circumstances.  
39

40 I. In the course of an internal investigation, a polygraph examination will be administered  
41 only with the consent of the employee under investigation. When such a polygraph examination  
42 is conducted, upon the consent of the employee under investigation, the result of such examination  
43 shall not be used by either party for any purpose in a subsequent court action.  
44

45 J. When an anonymous complaint is made against an employee, the employee shall be  
46 apprised of the circumstance. In the event there is corroborative evidence, the employee shall be

1 required to submit to interrogation and/or make a report or statement. A confidential complaint  
2 shall not be considered as an anonymous complaint, except in those instances in which the person  
3 making the complaint is unwilling to testify in any subsequent hearing.  
4

5  
6 **ARTICLE 4**  
7

8 Section 4.1 SENIORITY:  
9

10 Seniority or City-wide seniority shall be defined as the length of service with the City measured  
11 from the employee's most recent date of hire unless otherwise specified in this Agreement.  
12

13 Bargaining unit seniority shall be defined as the length of service in the bargaining unit measured  
14 from the employee's most recent date of employment in the bargaining unit.  
15

16 Classification seniority shall be defined as the length of service in an employee's regularly assigned  
17 classification measured from the employee's most recent date of employment in that classification.  
18

19  
20 Section 4.2 PROBATIONARY PERIOD:  
21

22 Employees covered by this Agreement shall be considered probationary employees from the date  
23 of their most recent employment with the City through a period extending one year following the  
24 later of that date or successful completion of the Academy. During the probationary period,  
25 employees will be reviewed after the first six (6) months to determine whether or not they will be  
26 retained in employment. A second such review will be made before the end of one (1) year.  
27

28 During probation they may be discharged or disciplined without recourse to the grievance and  
29 arbitration procedure and will receive no benefits, other than health insurance benefits, except as  
30 may be statutorily required. Upon successful completion of the probationary period, an employee  
31 will receive seniority retroactive to the employee's most recent date of hire.  
32

33 All newly promoted employees shall serve a promotional probationary period of one hundred  
34 eighty (180) days. An employee in a promotional probationary status may be returned to his  
35 previous classification during the probationary period, subject to the approval of the Chief, which  
36 action shall not be subject to the grievance procedure or civil service appeal. A newly promoted  
37 employee may request a demotion during the probationary period. When a newly promoted  
38 employee is returned to his previous classification either voluntarily or is removed he shall return  
39 to the classification, at the appropriate rate of pay for that classification, held immediately prior to  
40 that promotion. Once he returns to the classification held immediately prior to the promotion he  
41 shall not be required to serve any probationary period.  
42

43 No employee will be required to serve any probation period in situations involving demotions after  
44 successfully completing the one hundred eighty (180) day promotional probation period.  
45  
46

1 Section 4.3 LOSS OF SENIORITY:  
2

3 Seniority shall be considered broken and the employee shall be considered terminated when the  
4 employee is discharged for cause, voluntarily quits, overstays an approved leave of absence or any  
5 extension thereof, engages in gainful employment while on an approved leave of absence without  
6 the knowledge and written approval of the City, is absent for three (3) consecutive work days  
7 without reporting such absence to the City, is laid off for a period of time equal to the employee's  
8 seniority at the time of the layoff not to exceed a period of eighteen (18) consecutive months, or  
9 fails to report for work within five (5) working days after receipt of a certified letter notifying the  
10 employee of a recall to work following a layoff.  
11

12  
13 Section 4.4 LAYOFF/RECALL:  
14

15 **A. LAYOFF:** When there is a reduction or displacement in the work force, temporary and  
16 probationary employees in affected classifications covered by this Agreement shall be laid off  
17 before employees with seniority. Employees in each affected classification will then be laid off  
18 beginning with the employee with the least classification seniority. Employees will be provided  
19 at least fourteen (14) calendar days' advance written notice which states the reasons for the layoff.  
20

21 **B. BUMPING:** An employee who is about to be laid off may bump an employee  
22 with less bargaining unit seniority in a lower rated classification within the Fire Division provided  
23 he/she has the ability to perform the work. Employees may exercise said displacement rights by  
24 giving the City written notice of their intent to do so within seven (7) days of receipt of notice of  
25 a layoff  
26

27 **C. PAY:** An employee who bumps into a lower rated classification will retain the  
28 same step level but receive the appropriate pay for the lower classification. An employee who  
29 returns to his/her former classification after a layoff or a bump shall do so at the same step level,  
30 he/she would have been in but for the bump or layoff.  
31

32 **D. RECALL:** An employee who is laid off or displaced will be placed on a recall list for  
33 his/her respective bargaining unit and will remain on the list until the earliest of the following  
34 occurs; (1) the employee is recalled in order of classification seniority to his/her former  
35 classification within the Fire Division; (2) the employee refuses a recall to his/her former  
36 classification; or (3) the employee is laid off for a period of time equal to his/her bargaining unit  
37 seniority at the time of the layoff not to exceed a total of eighteen (18) months.  
38

39 In the event of a vacancy in the Fire Division, an employee on the recall list will be eligible for the  
40 same Civil Service Commission and subsequent City consideration as any employee not on layoff.  
41

42 Notice of recall shall be by certified mail with return receipt sent to the employee's last known  
43 address in the City records.  
44  
45  
46

1 Section 4.5 VACANCIES; PROMOTIONAL POSITIONS; LATERAL TRANSFERS  
2

3 Decision to Fill Vacancy. When the City determines there is and intends to fill a vacancy in a  
4 new or existing classification in the bargaining unit, the City may temporarily assign an employee  
5 to work in that classification pending the filling of the vacancy.  
6

7 For the lowest level classifications, the City may hire to fill the vacancy.  
8

9 **Temporary Fill of Promotional Positions.** Pending certification of an eligibility list for the  
10 position/rank with a vacancy, the City may temporarily assign an employee from the “acting list”  
11 for that promoted position. The temporary acting assignment shall not exceed one hundred eighty  
12 (180) calendar days. Time spent in a temporary acting promotion shall not count as time toward  
13 a promotional probationary period.  
14

15 **Posting of Promotional Positions.** For vacancies in classifications above the lowest level, the  
16 City shall post the vacancy for seven (7) calendar days during which period employees in lower  
17 rated classifications will have the opportunity to sign the posting. The names of those signing the  
18 posting will be submitted to the City Civil Service Commission which shall in turn provide the  
19 City with an eligibility list. Those individuals will be interviewed by the City and may be required  
20 to take a test of skills needed to perform the job.  
21

22 **Selection for Position.** If two or more individuals are judged to be equally qualified  
23 based upon relevant experience, Civil Service test scores, the interviews and skill tests, the  
24 employee with the greatest City-wide seniority shall be chosen to fill the vacancy.  
25

26 **Promotional Probationary Period.** A current City employee chosen to fill the vacancy will have  
27 a probationary period up to a maximum of one hundred eighty (180) calendar days. During the  
28 trial period a current City employee may be disqualified or may disqualify himself/herself. An  
29 employee who is disqualified or who self-disqualifies during the probationary period shall return  
30 to his/her former classification or to layoff if the employee was on layoff status. An employee  
31 hired to fill a vacancy shall be governed by the Probationary Period provisions under Section 4.2  
32 of this Agreement.  
33

34 **Pay Rate Upon Promotion.** An employee chosen to fill a vacancy in a higher rated classification  
35 will be placed at the same corresponding step level in the higher rated classification as the  
36 employee’s step in the classification from which he/she is promoted. An employee chosen to fill  
37 a vacancy in an equal or lower rated classification will be placed in the same step as his/her current  
38 classification.  
39

40 **Valid Civil Service Lists.** If a prior vacancy in the same classification has occurred within the  
41 preceding twelve months and there remains a valid Civil Service Commission list including one  
42 or more current employees in the bargaining unit, the City shall not be required to repost the  
43 position but shall fill it from the list.  
44

45 **Lateral Transfer.** The City may hire lateral transfers for firefighter/paramedic. The City may  
46 assign the laterally transferred firefighter/paramedic to a wage rate grade and step based upon the  
47 firefighter/paramedic’s time in service as a full-time firefighter/paramedic with another employer.

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1 The City may extend service credit for full-time employment in the fire service with another  
2 employer for purposes of vacation and sick leave benefits with the City. The seniority of the lateral  
3 transfer firefighter/paramedic shall be defined under Article 4, Section 4.1. Lateral transfers are  
4 prohibited for classifications above firefighter (Grade 14/\*14), except that an individual with a  
5 rank higher than firefighter may laterally transfer to the City to the classification of  
6 firefighter/paramedic.

7  
8 Section 4.6 SENIORITY WHILE OUTSIDE BARGAINING UNIT

9  
10 A bargaining unit employee who is transferred or promoted out of the bargaining unit shall retain  
11 bargaining unit and classification seniority for a period of six (6) months measured from the date  
12 of the transfer. City-wide seniority shall continue to accumulate regardless of the length of time  
13 an employee performs work outside the bargaining unit. An employee who has been transferred  
14 or promoted out of the bargaining unit may not use bargaining unit or classification seniority to  
15 bump back into the bargaining unit in the event of a reduction of the work force.

16  
17  
18 **ARTICLE 5**

19  
20 Section 5.1 WORKING HOURS/OVERTIME/WORK SCHEDULES/LEAP YEAR

21  
22 Employees working twenty-four (24) hour shifts will normally work from 7:00 a.m. to 7:00 a.m.  
23 the following day and will normally have forty-eight (48) consecutive hours off duty. They shall  
24 receive Kelly days to be taken on the basis of one every twenty-eight (28) days.

25  
26 Their straight time hourly rate for Grade 14\*, Grade 15\*, or Grade 16\*, as appropriate, will be  
27 based upon 2600 hours per year. Their overtime rate will be one and one-half (1½) times the  
28 appropriate straight time hourly rate at Grade 14, Grade 15, or Grade 16. Bi-weekly pay will be  
29 based upon 100 hours for the employee's regular schedule plus overtime as described in Section  
30 5.2.

31  
32 During a leap year, the first Friday following January 1<sup>st</sup> will be an eight (8) hour day where the  
33 twenty-four (24) hour employees will work a period of eight (8) hours so as to keep the rotation  
34 of holidays fair to all shifts.

35  
36 Work schedules shall be posted thirty (30) days in advance of the scheduled work time. No  
37 changes in work schedules will be permitted, except in cases of emergencies which result in long-  
38 term absences or in case of trades of time under Section 5.4, unless by mutual consent of the  
39 employee and the City. Vacation time scheduled and approved prior to a work schedule change  
40 shall be modified only to the extent necessary to give the employee the previously scheduled  
41 vacation leave off.

42  
43 Section 5.2 OVERTIME PAY:

44  
45 Overtime Pay. For employees on twenty-four (24) hour shifts, all work performed beyond the end  
46 of the normal shift or when the employee is recalled to work, or in excess of two hundred twelve  
47 (212) hours in a twenty-eight (28) day period will be paid at one and one-half (1½) times an

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1 employee's hourly rate of pay, provided the City requires the employee to work. For employees  
2 normally scheduled to work eighty (80) hours in a fourteen (14) day period, all work actually  
3 performed in excess of eighty (80) hours in a fourteen (14) day period or when the employee is  
4 recalled to work shall be paid at one and one-half (1½) times the employee's regular hourly rate of  
5 pay provided the City requires the employee to work.  
6

7 For purposes of this Section and Article 7, a day shall begin at 7:00 a.m. and end the following  
8 7:00 a.m. When an employee normally working eight (8) hours is required to substitute for an  
9 employee on a twenty-four (24) hour shift, overtime will be paid at the same rate as for the twenty-  
10 four (24) hour employee unless specified. Unworked time shall not be considered as hours worked  
11 for the purposes of this Agreement, except that paid time off work on holidays, vacations, sick  
12 time and compensatory time off shall be counted as hours worked for the purposes of the Fire  
13 Safety Inspector stipend (11.5) and for the purpose of computing overtime, provided however, that  
14 the total number of hours compensated at overtime rate for any week shall not exceed the total  
15 number of hours that the employee actually performed work during that week.  
16

17 Work actually performed on holidays shall be paid at one and one-half (1½) times an employee's  
18 rate of pay. The half time rate will be at the appropriate Grade 14, Grade 15, or Grade 16 rate.  
19 Holiday pay will be paid in accordance with Sections 7.2 and 7.3 in addition to pay for hours  
20 worked on a holiday.  
21

22 There shall be no pyramiding of overtime.  
23

24 (a) Authorization of Overtime. Overtime work for all employees must be authorized in  
25 advance by the immediate supervisor, except in case of emergencies.  
26

27 (b) Overtime Rotation List. An overtime rotation list will be maintained. Each calendar year  
28 employees will be placed on the list based upon the amount of overtime they have worked,  
29 beginning with the employee who has worked the least amount of overtime. When there  
30 is a need for overtime, employees will be requested to work overtime beginning with the  
31 qualified employee who has worked the least overtime. An employee who refuses the  
32 overtime will be charged as if she/he had worked it, unless the employee is on leave or  
33 vacation at the time in which cases the refusal will not be charged. Probationary employees  
34 will remain at the bottom of the list during the probationary period. Upon completion of  
35 the probationary period, the employee will be considered as having worked the most  
36 overtime hours plus one (1).  
37

38 (c) Errors in Rotation of Overtime. When an error in the offering of time is discovered, the  
39 remedy will be to offer the next available overtime to the employee who should have  
40 worked, provided he/she is qualified. Call-ins for ambulance or fire calls will not require  
41 resort to the rotation list nor will they count as overtime worked for the purpose of the  
42 rotation list. The Deputy Chief will not be considered as being on the rotation list with  
43 other Fire Division employees; however, he may perform the overtime duties when all  
44 available employees have declined the overtime.  
45  
46



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1 Section 5.3 COMPENSATORY TIME:  
2

3 Employee election for compensatory time. Employees may elect to accrue compensatory  
4 time in lieu of pay for overtime hours worked. Hours worked on a holiday during a normally  
5 scheduled shift are considered to be premium hours and not overtime hours and an employee may  
6 not elect to take them as compensatory time. The election shall be in writing and must be made  
7 immediately following the end of the two week work period in which the overtime is worked.  
8 Each overtime hour worked shall be equal to one and one-half (1½) hours of compensatory time.  
9

10 Maximum accumulation of compensatory time. No employee may accumulate more than  
11 seventy-two (72) hours of compensatory time. When an employee is at the maximum  
12 accumulation limit for compensatory time, all overtime worked shall be paid.  
13

14 Scheduling of compensatory time. Employees shall not be permitted to submit requests for  
15 compensatory time off earlier than thirty (30) days prior to the date for which the use of  
16 compensatory time is requested. An employee will be permitted to take compensatory time off  
17 within a reasonable time after requesting it provided that it will not create additional overtime  
18 unless approved by the Chief or his designee(s). If multiple requests are received for use of  
19 compensatory time during the same time period, seniority will determine which employee is  
20 permitted to take compensatory time.  
21

22 Scheduling of vacation leave prior to or after compensatory leave requests. Prior requests  
23 for vacation time will supersede requests to use compensatory time off at the same time. No  
24 vacation request made after the compensatory time off has been granted will be honored for any  
25 of the same hours off.  
26

27 Response to request for compensatory time off. The Chief or his designee(s) shall grant or  
28 deny the employee's request for compensatory time off within five (5) days of its submission to  
29 him/her. In the event the prohibition of allowing compensatory time to be used if it would create  
30 additional overtime is determined to be unenforceable by a court of competent jurisdiction in a  
31 case brought or supported by the Union, the restrictions upon accumulation and annual use of  
32 compensatory time off in lieu of pay for overtime shall be reduced to twenty-four (24) and forty-  
33 eight (48) hours respectively.  
34

35 Increments for Use of Compensatory Time. Compensatory time off may be used in  
36 increments of not less than one (1) hour with the minimum amount of compensatory time to be  
37 used at a time is two (2) hours.  
38

39 Conversion of Compensatory Time. An employee with accrued compensatory time may  
40 elect to receive pay in lieu of using compensatory time provided he/she gives written notice of the  
41 election to the City's payroll clerk prior to any given pay day paid as part of payroll. Pay for  
42 accrued compensatory time shall be at the regular rate of the employee at the time payment is  
43 made, except for cases of termination of employment where pay shall be at the average regular  
44 rate of the employee during the last three (3) years of employment or the regular rate of the  
45 employee at the time the payment is made, whichever is higher.  
46

1 Annual limit of use of compensatory time. Effective March 1, 2015 employees shall not  
2 be granted compensatory time off in excess of ninety-six (96) hours annually.  
3

4 Section 5.4 TRADING TIME:  
5

6 An employee will be permitted to trade portions of days off in one (1) hour increments with another  
7 qualified employee within the same classification provided that the trade does not result in the  
8 payment of overtime or interfere with the orderly operations of the City. The Fire Chief may,  
9 within his sole and absolute discretion, approve a request for a time trade between the Captain and  
10 a fire fighter/paramedic if he determines that it will not result in any additional expense to the City  
11 and that it will not unduly compromise the experience or efficiency of the crew on duty in either  
12 part of the trade, or approve additional trade(s) involving either participant in a trade before the  
13 first trade is repaid if he determines that it will not result in any additional expense to the City and  
14 that it will not unduly compromise the experience or efficiency of the crew on duty in either part  
15 of either trade. Three (3) days advance written notice of the trade will be provided to the City,  
16 except in cases of unforeseen emergency where the three (3) day notice period may be waived by  
17 the City. Each trade will involve not more than two (2) employees and, except as herein provided,  
18 no additional trades will be permitted until the original trade is repaid. All trades must be repaid  
19 within three (3) consecutive 28-day work periods. A trade between employees shall not produce  
20 overtime for the employees trading. The provisions of Section 11.3, Work Performed Out of  
21 Classification, will not apply to trading time.  
22

23 Employees shall not trade with another employee that is off on the following leave at the time of  
24 the trade: sick leave, workers compensation leave, leave of absence or any administrative leave,  
25 or FMLA leave.  
26

27 It is expressly understood and agreed that there shall be no recourse to the grievance procedure  
28 under this Agreement regarding any denial of out of classification trades or intervening trades by  
29 the Fire Chief whose decision will be final and binding.  
30

31  
32 **ARTICLE 6**  
33

34 Licensed health care professional/practitioner – for purposes of this Article and all other references  
35 in this Agreement to “health care professional” or “licensed health care professional” the term  
36 shall mean, i.e., doctor of medicine or osteopathy, clinical psychiatrist, psychologist, chiropractor,  
37 nurse practitioner, physician assistant, and others licensed to administer health care independently  
38 or under the direction of a physician, that is familiar with the duties performed by members of the  
39 bargaining unit.  
40

41 Section 6.1 SICKNESS, ACCIDENT, DISABILITY AND PREGNANCY LEAVES, DISABILITY  
42 SEPARATION:  
43

44 Leaves under this section for purposes authorized by the Family Medical Leave Act shall be  
45 charged against eligibility for leaves under Section 6.7 Family and Medical Leaves of Absence,  
46 until the same has been exhausted. Leaves of absence for sickness, accident or disability (including  
47 pregnancy) shall be granted in writing when the City is presented with a health care professional’s

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1 certificate indicating the reason(s) the employee is unable to perform his/her regular job duties and  
2 the anticipated duration of the leave.

3  
4 Such leaves of absence shall be for a minimum of seven (7) calendar days and a maximum of thirty  
5 (30) calendar day periods up to a maximum of one hundred eighty (180) calendar days within a  
6 twenty-four (24) month period or three hundred sixty-five (365) calendar days within a twenty-  
7 four (24) month period for a Workers' Compensation disability. Any request for extension must  
8 be accompanied by documentation from a health care professional setting forth the same type of  
9 information as is required for the original leave of absence.

10  
11 At the beginning of a leave of absence or at any time(s) during a leave of absence or any extension  
12 thereof or at the end of a leave of absence, the City may require the employee to be examined by  
13 a licensed health care professional to determine whether or not the employee is able to perform his  
14 or her regular job duties.

15  
16 If the City's health care professional and the employee's health care professional are unable to  
17 agree on whether the employee is able to perform his/her regular job duties, the two health care  
18 professionals shall immediately choose a third health care professional who shall forthwith  
19 examine the employee and whose written decision shall be final and binding upon the City, the  
20 Union and the employee. The examination by the City health care professional shall be at City  
21 expense and the examination by the third health care professional shall be borne by the City. If it  
22 is determined by the employee's health care professional or by the third health care professional  
23 that the employee is able to perform his/her regular job, the employee shall report for work the  
24 following day after being notified by the City to do so. Failure of the employee to report for work  
25 shall be considered as overstaying an approved leave of absence.

26  
27 If the third physician determines the employee is able to perform his regular job duties contrary to  
28 the determination of the City health care professional, the employee shall be returned to duty as  
29 soon as possible and made whole for any reasonable wages or benefits lost as a result of the City  
30 health care professional deeming the employee unable to perform his regular job duties. The City,  
31 the Union and the employee shall first meet to discuss the wages or benefits to be reimbursed to  
32 the employee.

33  
34 An employee on a leave of absence under this Section must exhaust accrued but unused sick leave  
35 and may then use accrued but unused vacation pay. When sick leave and vacation pay are  
36 exhausted, the employee will be on an unpaid leave. Employees eligible for accident  
37 compensation benefits under Section 9.3 will not be eligible to use accrued but unused sick leave  
38 or vacation pay. The City will continue to pay health insurance premiums on behalf of an  
39 employee for the first sixty (60) days of an unpaid leave under this Section and/or Section 6.5 or  
40 until the employee's eligibility for Family Medical Leave under Section 6.7 is exhausted,  
41 whichever is later and thereafter the employee must pay the full premium rate to the City to  
42 maintain health insurance in effect.

43  
44 **Disability Separation** Notwithstanding the provisions of this or other Articles, if an  
45 employee, after a health care professional examination, is found to be unable to perform the  
46 material and substantial duties or essential functions of his position, then the City may disability

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1 separate the employee. If an employee applies for disability retirement benefits, the Employer  
2 will support that application. However, this provision may not be considered an admission or  
3 agreement for workers' compensation benefits. Prior to disability separation, employees will be  
4 afforded a pre-deprivation hearing under section 3.4(G).

5  
6 Section 6.2 JURY AND WITNESS LEAVE:

7  
8 An employee called for Jury Duty must notify his/her supervisor the next calendar day following  
9 such notification. The City will pay the employee's full pay while the employee is on jury duty  
10 provided the employee endorses any jury duty pay he/she receives over to the City. The provisions  
11 with respect to jury duty shall apply to an employee subpoenaed as a witness in any matter arising  
12 out of his/her official capacity with the City. It is the intent of this Section that the City pay the  
13 difference between an eligible employee's straight time wage rate and what the employee received  
14 as a juror or witness for each work hour lost due to jury duty or witness duty during the employee's  
15 regular work day.

16  
17 Section 6.3 BEREAVEMENT LEAVE:

18  
19 In case of death of an employee's child, step-child, current spouse, mother, father, brother or sister,  
20 grandmother, grandfather, or any other relative who resides in the household of the employee, the  
21 Mayor or the Mayor's designee may, upon request, grant a leave of absence from the day of death  
22 until and including the day after the funeral not to exceed one (1) scheduled twenty-four hour shift  
23 or three (3) scheduled eight hour shifts to employees with seniority. Full-time employees will  
24 receive eight (8) hours pay or twenty-four hours pay as applicable at the applicable straight time  
25 rate for each day of funeral leave.

26  
27 In case of death of a mother-in-law, father-in-law, daughter-in-law, son-in-law, stepmother,  
28 stepfather, sister-in-law, brother-in-law or grandchild, the employee will be granted a leave of  
29 absence from the date of death until and including the day after the funeral not to exceed one (1)  
30 scheduled twenty-four hour shift or two (2) eight hour shifts to employees with seniority. Full-  
31 time employees will receive eight (8) hours of pay or twenty-four (24) hours pay as applicable at  
32 the applicable straight time rate for each day of funeral leave, provided that the second day of such  
33 leave shall be charged as paid sick leave.

34  
35 In case of death of a great grandparent, aunt or uncle the employee may use from the day of death  
36 until and including the day after the funeral one (1) scheduled twenty-four (24) hour shift provided  
37 that the same shall be charged as paid sick leave.

38  
39 If a holiday occurs while an employee is on funeral leave, the employee will be paid for the funeral  
40 leave and will be granted additional paid time off for the holiday. If funeral leave interrupts an  
41 employee's vacation, the employee will be paid for the funeral leave and the employee will be  
42 credited with unused vacation time for the amount of funeral leave taken. The time off for the  
43 holiday or the credited unused vacation may not be taken so as to extend the total time the  
44 employee is scheduled to be off unless the City grants permission for the employee to do so.

45  
46 In case the funeral or burial is one hundred fifty (150) miles or more from the City of Perrysburg,  
47 the employee will be entitled to one (1) additional work day of paid sick leave.

1  
2 Section 6.4 MILITARY LEAVES:  
3

4 The City shall afford bargaining unit members the rights and benefits relating to military service  
5 and military leave consistent with state and federal law, including Ohio Rev. Code 5923.05 and  
6 Uniformed Services Employment and Reemployment Rights Act (USERRA).  
7

8 Section 6.5 PERSONAL LEAVE OF ABSENCE:  
9

10 The Mayor or the Mayor's designee may grant employees a leave of absence without pay for such  
11 purposes, periods of time and under such conditions that the Mayor or the Mayor's designee may  
12 specify. An employee must submit written application to the Mayor or the Mayor's designee. Such  
13 leaves will be considered with due regard to the needs of the employee.  
14

15 Section 6.6 TRAUMATIC STRESS LEAVE:  
16

17 To qualify for traumatic stress leave, the employee must be evaluated by a qualified psychiatrist  
18 chosen by the City and determined to be in need of such leave because the employee can no longer  
19 safely perform his/her job due to traumatic situations involved with paramedic or fire duties. If  
20 the psychiatrist determines such leave is appropriate it will not exceed one (1) week for eight (8)  
21 hour employees or two (2) shifts for twenty-four (24) hour employees unless extended by the  
22 psychiatrist when additional leave is determined to be necessary. If a course of treatment is  
23 required, the employee must undergo same with a qualified psychiatrist chosen by the City. The  
24 City will pay the difference between what the health insurance covers and the employee's liability  
25 for up to five (5) counseling session during the term of this Agreement. An employee off work on  
26 a traumatic stress leave will not be charged for sick leave for one (1) 24-hour shift or three (3)  
27 eight-hour-shifts for all hours off on traumatic stress leave per year. All other hours of work off  
28 on traumatic stress leave shall be taken as sick leave.  
29

30 Section 6.7 FAMILY AND MEDICAL LEAVES:  
31

32 The employees of the bargaining unit will be subject to the City FMLA policy. As the policy is  
33 updated the employees and the Union will be notified and if the Union requests the City will meet  
34 to discuss the changes made in the updated policy.  
35

36 The Family Medical Leave Act of 1993 shall not diminish the leave of absence rights and benefits  
37 under this Agreement where it provides greater rights and benefits than the Family Leave Act.  
38 Only to the extent that the Family Leave Act mandates leave rights and benefits beyond those  
39 provided in this Agreement, those incremental leave of absence rights and benefits shall be  
40 accorded to employees eligible therefore under the act and regulations issued pursuant to it.  
41 Employees may, upon written notice, during periods of Family Medical Leave hold up to two tours  
42 (48 hours) if on shift or 40 hours on a 40-hour work week for use at a later date.  
43

44 Section 6.8 LIGHT DUTY  
45

46 A. When an employee becomes incapacitated (due to a non-duty related injury or illness) for  
47 the performance of normal duties of his/her position as determined by the appropriate health care

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1 professional the employee should first use accumulated but unused sick or other forms of accrued  
2 leave. In accordance with Section 6.7, “Family and Medical Leave,” leave taken for this purpose  
3 shall count toward an eligible employee’s annual entitlement to 12-weeks of Family and Medical  
4 Leave. Eligibility for Family and Medical Leave is defined in Section 6.7 of this contract.  
5

6 B. If the employee is unable to perform his/her normal duties, as determined by a health care  
7 professional the employee may be temporarily placed into a position which is less strenuous, if  
8 one is available for a period of time not to exceed three (3) months. Depending upon the facts in  
9 each individual case, the Municipal Administrator may extend the temporary light duty  
10 opportunity for not more than three (3) additional months. Employees are required to request  
11 consideration for a light-duty work assignment themselves. In order to be considered for a light-  
12 duty assignment employees will be required to sign a medical release allowing the City to contact  
13 the employee’s health care professional about the type of work duties that the employee may  
14 perform.  
15

16 C. The Fire Chief or his designee shall decide on a case-by-case basis if there are light duty  
17 work assignments available that fall within the restrictions that the employee has been placed under  
18 by his/her health care professional. The distribution of light duty assignments and/or refusal to  
19 establish a light duty assignment is solely the decision of the Fire Chief or his designee, and such  
20 decision shall not be grievable unless the denial is arbitrary, capricious, or discriminatory.  
21

22 D. If no light duty assignments are available then the employee must remain off work pending  
23 a release from his/her health care professional that he/she can perform his/her full duties or until  
24 such time as a light duty assignment occurs which meets the restrictions/limitations of that  
25 employee. During this period of time the employee will have to use other accrued leave time, such  
26 as vacation and personal business, in order to remain in a paid status.  
27

28 E. Light duty assignments for work-related illnesses and injuries shall take precedence over  
29 non-duty related illnesses and injuries. An employee, who is working in a light duty capacity  
30 because of a non-work related illness or injury, may be displaced from that light duty assignment  
31 if the City needs to place another employee, who has a valid work-related illness or injury, into a  
32 light duty/transitional work assignment.  
33

34 F. Prior to any employee being temporarily placed into a light duty because of an off-duty  
35 injury or illness, the employee must provide to the City both a release signed by his/her health care  
36 professional that the light duty assignment meets the requirements of the restrictions that the health  
37 care professional has placed on the employee and a specific listing of the restrictions under which  
38 the employee is released to work. The purpose of the health care professional’s release and  
39 restrictions listing is to ascertain if the employee is capable of performing the duties required of  
40 the light duty position. While working in a light duty capacity the employee must provide to the  
41 City every two weeks an updated release from his/her health care professional establishing the  
42 current restrictions under which the employee is released to work.  
43

44 G. If at the end of the temporary reclassification to a less strenuous position and/or complete  
45 exhaustion of all accumulated leave time and/or Family Medical Leave the employee is still unable

1 to perform the normal duties of his/her position, an extension of the temporary reclassification will  
2 not be granted and employment with the City may be terminated.  
3

4  
5 **ARTICLE 7**  
6

7 Section 7.1 PAID HOLIDAYS:  
8

9 The following shall be celebrated as paid holidays:  
10

11 The first day of January	
12 The third Monday in January	The eleventh day in November
13 The third Monday in February	The fourth Thursday in November
14 The last Monday in May	The Friday following the fourth
15 The fourth day of July	Thursday in November
16 The first Monday in September	The twenty-fourth day of December
	The twenty-fifth day of December

17  
18  
19

20 Section 7.2 QUALIFICATION FOR HOLIDAY PAY:  
21

22 To qualify for holiday pay an employee must have: (a) worked at least one (1) of the last seven (7)  
23 work days immediately preceding the holiday unless on vacation or jury duty, and; (b) worked  
24 his/her last full scheduled work day immediately preceding the holiday and next full scheduled  
25 work day following the holiday (whether or not either qualifying day is in the same work week as  
26 the holiday), unless the employee's failure to work either or both qualifying days is due to the  
27 employee's being on paid time off work approved in advance by the City. For an employee on  
28 paid sick leave only, approval in advance shall mean that the employee notifies his/her supervisor  
29 of that absence at least thirty (30) minutes before the scheduled start of the employee's shift.  
30  
31

32 Section 7.3 HOLIDAY PAY:  
33

34 An employee shall receive eight (8) hours holiday pay for a holiday set forth above in Section 7.1  
35 provided the employee qualifies for holiday pay under Section 7.2. Holiday pay will be based  
36 upon the appropriate Grade 14, Grade 15, or Grade 16 rate.  
37  
38

39 Section 7.4 WEEKEND HOLIDAYS:  
40

41 When any of the holidays specified in Section 7.1 falls on a Sunday, it shall be celebrated on the  
42 following Monday. When any such holiday falls on a Saturday, it shall be celebrated on the  
43 preceding Friday.  
44

45 The foregoing language applies only to employees working on eight (8) hour shifts. Employees  
46 working on twenty-four (24) hour shifts will celebrate holidays on the weekend day on which the  
47 holiday falls.

1  
2 Section 7.5 HOLIDAY DURING VACATION:  
3

4 Where a holiday occurs while an employee who is scheduled to work that day is on vacation, if  
5 the employee is eligible under Section 7.2, the employee will receive holiday pay in addition to  
6 vacation pay for the day of the holiday.  
7

8  
9 **ARTICLE 8**

10  
11 Section 8.1 VACATIONS:  
12

13 The following will be the schedule for full vacation time off and pay for eligible employees:  
14

- 15 (A) At the end of one (1) year of employment through the end of five (5) years of  
16 employment, an employee will be entitled to ten (10) working days or five (5),  
17 twenty-four hour shifts each year.  
18 (B) At the beginning of six (6) years of employment through the end of eleven (11)  
19 years of employment, an employee will be entitled to fifteen (15) working days  
20 or seven (7), twenty-four (24) hour shifts each year.  
21 (C) At the beginning of twelve (12) years of employment through the end of  
22 nineteen (19) years of employment, an employee will be entitled to twenty (20)  
23 working days or nine (9), twenty-four (24) hour shifts each year.  
24 (D) At the beginning of twenty (20) years of employment, through the end of  
25 twenty-six (26) years of employment, an employee will be entitled to twenty-  
26 five (25) working days or eleven (11), twenty-four hour shifts each year.  
27 (E) At the beginning of twenty-seven (27) years of employment, an employee will  
28 be entitled to thirty (30) working days or twelve (12) twenty-four hour shifts  
29 each year.  
30

31  
32 Section 8.2 VACATION ELIGIBILITY:  
33

34 Eligibility. To be eligible for any paid vacation an employee must have completed one (1) year  
35 of employment with the City (measured from the most recent date of hire).  
36

37 Prorated accumulation. An employee must work 2600 hours (shift employees) or 2080 hours  
38 (40 hour employees) during his/her anniversary year to be eligible for a full paid vacation. An  
39 employee must work at least 1300 hours (shift employees) or 1040 hours (40 hour employees) but  
40 less than 2600/2080 hours during his/her anniversary year to be eligible for a prorated paid  
41 vacation, based upon a proration formula of actual hours worked versus 2600/2080 hours.  
42

43 Computing Hours. For purposes of computing hours worked under this Section, an overtime or  
44 premium hour counts as one (1) hour worked, time off work on vacation and holidays shall be  
45 considered as hours worked, and paid time off work on either sick leaves or leaves of absence up  
46 to a maximum of one hundred twenty (120) lost work hours shall be considered as hours worked.  
47



1  
2 Prior Service Credit. Unless an employee is extended service credit for employment with a  
3 previous employer in accordance with Section 4.5 (Lateral Transfer), only prior service with the  
4 City shall be counted for determining the amount of vacation time off and the employee's  
5 anniversary date will be their current seniority date.  
6

7 Minimum Service. The City requires all employees to be employed by the City for one (1) year  
8 before becoming eligible for vacation.  
9

10  
11 Section 8.3 VACATION SCHEDULING:  
12

13 Annual Scheduling of Leave. All vacations must be taken during the anniversary year following  
14 the anniversary year in which they are earned. Not more than twenty-four (24) hours of unused  
15 vacation may be carried over into a subsequent anniversary year. If the requirements of the City  
16 will cause the employee to be unable to take all of his/her vacation, the City will pay the employee  
17 for the portion of earned vacation which is unused during the employee's anniversary year. All  
18 vacation and Kelly Days must be approved in advance by the head of the division in which the  
19 employee works or the division head's designee, such approval being consistent with the needs of  
20 the City.  
21

22 Posting of Vacation List. A vacation/Kelly Day list will be posted January 1 each year and  
23 employees will have until March 1 to choose vacation periods and Kelly Days. Kelly Days shall  
24 be selected first, then vacation, with the most senior bargaining unit employee having the first  
25 choice. Per Article 5, Section 5.1, a Kelly Day is to be taken every twenty-eight (28) days. Any  
26 vacation or Kelly Days scheduled after March 1 will be granted on the basis of first in time, first  
27 in right.  
28

29 Limits on Leave. No more than two (2) 24 hour employees per shift can be off on vacation, Kelly  
30 Days, or compensatory time at the same time if it creates overtime. This limitation does not apply  
31 to sick leave, training, injury leave or workers compensation leave, or other types of leave. Unless  
32 requested by the City, no employee will receive vacation pay in lieu of vacation time off with pay.  
33 Vacation time may be used in eight (8) or twelve (12) hour increments.  
34

35 Employee Cancellation of Vacation Leave. An employee who has been approved to take vacation  
36 may cancel that vacation. The employee may choose to report for duty as long as the City has not  
37 filled the approved vacation time with overtime. If overtime has already been assigned, the  
38 employee will not be permitted to cancel the vacation request for the period of time that has already  
39 been scheduled to be filled with overtime. The employee who has cancelled the vacation may not  
40 request to use compensatory time or undocumented sick leave for any portion of the approved  
41 vacation leave that has been cancelled.  
42  
43  
44  
45  
46

**ARTICLE 9**

Section 9.1 INSURANCE:

**A. HEALTH INSURANCE:** The Employer shall make available to full-time employees health insurance benefits under the group benefit plan generally provided to the non-union employees (those not under other collective bargaining agreements) of the City and on the same terms and conditions on which those benefits are generally provided to those employees.

The City will maintain for employees of the bargaining unit the plan the City maintains for non-bargaining unit employees of the City.

From time to time the city may elect to change carriers and coverage provided that such change shall not substantially reduce coverage from the current levels. Additionally, it is agreed and understood that during the term of this Agreement that specific carriers/providers under the plan may unilaterally institute or modify payments or conditions which modifications will be required for subscription to that carrier/provider. The City will pay 90% of the cost of health and dental insurance premiums.

The coverages provided hereunder shall be extended to dependent children as required by law.

A City-wide Health Insurance Committee consisting of two (2) voting entities of equal representation, Labor (representative of each unit) and Management, to make recommendations for coverage and coverage changes and other health insurance benefit design modification.

**B. LIFE INSURANCE:** The City shall provide \$55,000.00 of Life insurance for the duration of this Agreement at no cost to employees with seniority who are on the active payroll.

**C. OPTICAL COVERAGE:** Each employee shall be entitled to \$500.00 aggregate reimbursement over the life of the contract for examinations frames, and lenses, for the employee, spouse and dependent children residing in the household of the employee through age 18. This benefit shall remain in effect pending review by the insurance committee which will have authority to determine coverage, benefits, and cost sharing for optical benefits.

**D. DENTAL INSURANCE:** The City shall provide dental insurance substantially equivalent to Delta Dental Plan No. 2 and Delta Orthodontic Plan B (50% coverage to a total coverage of \$2,000.00 or a maximum of \$4,000 of orthodontic services which shall extend to employees and spouses as well as dependents to age 19). The cost dental insurance premiums shall be shared between the City and employees as provided in Paragraph A of this Section.

Section 9.2 SICK PAY:

**A. Accumulation.** Employees shall accumulate sick pay at the rate of .0577 hours for each hour worked, not to exceed a total of 150 hours in an employee's anniversary year. For purposes of this Section, paid time off work for vacation; holidays; bereavement; jury duty; annual temporary active military status; paid administrative leave ordered by the City; and non-workers compensable sickness, accident, disability and pregnancy leaves shall be counted as hours worked

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1 for purposes of calculating accrued sick pay. Except where sick pay accrued from previous  
2 employment is credited to an employee as required by law, a newly hired employee shall be  
3 advanced 48 hours of sick pay and will earn no further sick pay until the initial advancement has  
4 been accumulated in accordance with the formula set forth in this Section.

5  
6 **B. Use of Sick Leave.** Accumulated, but unused, sick pay may be used by the employee  
7 because of personal illness, accident or disability (including pregnancy of the employee) or  
8 FMLA-qualifying family illness in accordance with Sections 6.1, 6.7 and 9.3 of this Agreement.  
9 Paid sick pay will not be used for the purpose of attending workers' compensation hearings or  
10 appeals. Up to seven (7) eight (8) hour work days, or two 24 hour shifts per calendar year, of  
11 accumulated, unused sick pay may be used because of non-FMLA eligible illness or injury in the  
12 employee's immediate family. Immediate family shall mean spouse, child, parent, grandparents  
13 residing in the household of the employee. Up to seven (7) twenty-four (24) shifts or fifteen (15)  
14 eight (8) hour shifts of accumulated, unused sick pay may be used as parental leave by an employee  
15 following the delivery of the employee's child or following the day of adoption of a child by such  
16 employee. F.M.L.A. eligible use of sick pay shall be charged against eligibility for family medical  
17 leave under Section 6.7 of this Agreement. Sick pay may not be used for an absence due to an  
18 injury or illness arising out of or in the course of employment with another employer where such  
19 injury or illness is compensable by workers' compensation. The most recent sick pay credit earned  
20 will be the first to be used.

21  
22 **C. Documentation for Use of Sick Leave.** An employee may be required to furnish written  
23 documentation satisfactory to the City to justify the use of sick pay. Use of sick pay for any period  
24 of time for which other paid time off was requested and denied shall require such proof.  
25 Falsification of any required justification for use of sick pay may be grounds for discharge.

26  
27 **D. Accumulation Without Limit, Conversion at Retirement.** An employee may continue to  
28 accumulate unused sick pay without limit.

29  
30 Upon retirement, under the appropriate State of Ohio retirement system after ten (10) years of  
31 credited service (except for disability retirements which will not require credited service  
32 minimum) or upon death, or upon termination of employment, other than for disciplinary reasons,  
33 after fifteen (15) years of service with the City of Perrysburg, an employee will be paid for  
34 accumulated (with the City of Perrysburg), unused sick pay as follows:

35  
36 An employee will be paid for one-fourth (1/4) of the first 1000 hours of sick pay accrued and unused,  
37 one half (1/2) of the next 1250 hours of sick leave accrued and unused and all of the next 125 hours  
38 of sick leave accrued and unused, not to exceed, in the aggregate, a total of 1000 hours. If an  
39 employee is killed in the line of duty, one half (1/2) of the employee's accumulated and unused sick  
40 leave shall be paid to the employee's spouse or, if the employee is unmarried to the employee's  
41 estate.

42  
43 Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued  
44 by the bargaining unit member at that time.

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1 **E.** Charge for Use of Sick Leave. Use of sick pay shall be calculated based upon the number  
2 of work hours an employee was absent during the employee's normal work day. Sick pay may be  
3 used in one-half (½) hour increments.  
4

5 Section 9.3 WORKERS' COMPENSATION:  
6

7 **A.** An employee injured while at work for the City through no fault of his/her own and not in  
8 violation of City safety rules, regulations or practices and who is unable to perform his/her regular  
9 job duties will receive his/her regular base pay for up to one (1) year.  
10

11 **B.** The City may, at its option, require the employee to be assigned other duties during the  
12 period he/she is disabled provided he/she is capable of performing those duties in the opinion of a  
13 health care professional. Said temporary assignment shall not be for more than one (1) year  
14 measured from the first day of the disability and the employee shall receive his/her regular rate of  
15 pay during the temporary assignment.  
16

17 **C.** In the event the disability is determined to be permanent in the opinion of a health care  
18 professional, the employee shall avail himself/herself of the disability benefits provided by the  
19 State Workers' Compensation Law and the Ohio Police and Fire Pension Fund (OP&F).  
20

21 Section 9.4 RETIREMENT BENEFITS:  
22

23 Employees covered by this Agreement shall continue to participate in the Ohio Police and Fire  
24 Pension Fund (OP&F). Each employee's mandatory contribution to the Police and Fire Pension  
25 and Disability Fund shall be designated as "picked up" by the City as contemplated by the Internal  
26 Revenue Service Rulings 77-462 and 81-36, although they shall continue to be designated as  
27 employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount  
28 of the employee's income reported by the Board as subject to federal and Ohio income tax shall be  
29 the employee's total gross income reduced by their current percentage amount of the employee's  
30 mandatory Police and Fire Pension and Disability Fund contribution which has been designated as  
31 "picked up" by the City, and that the amount designated as "picked up" by the City shall be  
32 included in computing final average salary, provided that no employee's total salary is increased  
33 by such "pick up", nor is the City's total contribution to the Police and Fire Pension and Disability  
34 Fund increased thereby.  
35  
36

37 Section 9.5 DEFERRED COMPENSATION:  
38

39 All eligible employees of the City shall have the opportunity to join the Ohio Public Employees  
40 Deferred Compensation Program. The Mayor and Finance Director shall execute an agreement  
41 with the Ohio Public Employees Deferred Compensation Board on terms and conditions in the  
42 best interest of the City, which agreement shall authorize the Ohio Public Employees Deferred  
43 Compensation Board to offer the Program to all eligible employees of the City and to administer  
44 the Program on behalf of such employees.  
45  
46

**ARTICLE 10**

Section 10.1 UNION REPRESENTATION:

A. Union Committees. The Union shall have a grievance committee consisting of four (4) members, only one of which will act on a shift. Members of the grievance committee are to be selected from the Fire Division's seniority list. The Union shall notify the City in writing of the names of members of the grievance committee or at such other times as there is change in the membership of the grievance committee.

The members of the grievance committee shall be allowed reasonable time to adjust grievances and to conduct other grievance committee duties in connection with the administration of this Agreement during regular working hours without loss of pay. A member of the grievance committee shall have the right to be present when an employee is disciplined and may be present upon request of the employee at any investigatory interview which may lead to discipline. When a member of the grievance committee is not available, a fellow employee may be used. A member of the grievance committee will notify his/her immediate supervisor when beginning to perform grievance committee duties and will again notify his/her immediate supervisor when ceasing to perform grievance committee duties. The Union agrees to cooperate with the City to prevent any abuse of such "reasonable time" under any of the provisions of this Section by members of the grievance committee or Negotiating Committee and recognizes that abuse of "reasonable time" by members of the grievance committee or Negotiating Committee, may be cause for disciplinary action against the members of the grievance committee by the City.

Members of the Negotiating Committee shall be paid for straight time hours of work lost during contract negotiations and for reasonable time preparing for negotiations. The Negotiating Committee shall not exceed three (3) employees who shall be designated at the outset of negotiations; however, no more than two (2) members from the same shift shall be paid for their on-duty time spent preparing for and participating in contract negotiations.

Members of the Union will be permitted to attend monthly evening meetings of the International Association of Firefighters, Local 3331, Perrysburg Firefighters conducted within the City of Perrysburg Fire Station without loss of pay provided they are able to remain on call while in attendance at the meetings.

Members of the Grievance Committee, officers or Negotiating Committee members will not be permitted to leave the City for the purpose of engaging in any of the activities described in this Section at any time when the employee is supposed to be working or on call.

Section 10.1.1 LABOR-MANAGEMENT COMMITTEE

A. L-M Meetings In the interest of sound labor-management relations, the Union and the City shall meet at agreed-upon dates and times for the purpose of discussing those matters outlined in Section B below. Normally, meetings held pursuant to this Article shall be held once every three months, unless urgent matters require additional meetings. The Labor-Management

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1 Committee shall be comprised of three representatives of the City and three representatives of the  
2 Union’s choosing, unless otherwise agreed to for purposes of specific meetings.

3  
4 **B. L-M Meeting Agendas** Either party may request a Labor-Management  
5 Committee meeting if a recurring or an emergency meeting must be scheduled. At a reasonable  
6 time in advance of a Labor-Management Committee meeting the parties shall exchange agenda,  
7 including discussion topics described with sufficient particularity to allow the parties to prepare  
8 for such discussions, and lists of the names of persons who will attend. Subjects that may be  
9 discussed at these meetings shall include, but are not limited to, the below subjects:

- 10  
11 1. Administration of this Agreement;  
12 2. Changes made by the City, which the wages, hours terms, or other conditions of  
13 employment of bargaining unit members, with the Union reserving its rights under  
14 R.C. Chapter 4117;  
15 3. Grievances, which have not been processed beyond the final step of the Grievance  
16 Procedure, when such discussions are mutually agreed to by the parties;  
17 4. General information of interest to the parties;  
18 5. Union representatives’ opportunity to share the views of their members and/or to make  
19 suggestions on subjects of interest to their members;  
20 6. Ways to improve efficiency and work performance;  
21 7. Training matters; and  
22 8. Uniforms.

23  
24 **C. L-M Meeting Times** To the extent possible Labor Management Meetings shall be  
25 scheduled outside the regularly scheduled hours or work of the participating employees. Employee  
26 representatives attending Labor Management meetings shall be paid as if on a regular duty shift  
27 for hours spent in such meetings, if they occur during the employees’ regularly scheduled hours  
28 of work.

29  
30 **D. L-M Meeting Responses** To the extent that the City or the Union representative have  
31 promised written responses to items discussed at Labor-Management Committee meetings, its  
32 representatives shall submit to the other party’s representatives such promised responses without  
33 unnecessary delay, giving due consideration to requisite data collection processes, absences from  
34 work, priority commitments and the like. It is the mutual goal to provide such responses within  
35 10 calendar days unaffected by the foregoing causes of understandable delay.

36  
37 Section 10.2 SAVINGS CLAUSE:

38  
39 It is the intention of the parties that the provisions of this Agreement conform to applicable federal,  
40 state or local law. If any provision of this Agreement violates any federal, state or local laws as  
41 presently enacted or enacted or amended during the term of this Agreement, such provision shall  
42 be inoperative to the extent that it is at variance with such law, but all remaining provisions of this  
43 Agreement shall remain in full force and effect. The parties shall discuss any provision found to  
44 be unlawful and any remaining differences between the City and the Union with respect to such  
45 provision may be resolved by any mutually agreed upon procedure. In order to comply with the  
46 maximum number of straight time hours an employee may work during a given period of time

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1 under applicable federal and/or state law, the work hours and schedule of each employee may be  
2 altered or otherwise determined by the City.

3  
4  
5 Section 10.3 ADDRESSES/PHONE NUMBERS:

6  
7 For purposes of this Agreement, it shall be the sole responsibility of each employee to inform the  
8 City in writing of the employee's current address and current telephone/cell number at which  
9 he/she can be reached within five (5) working days following the effective date of this Agreement  
10 and thereafter within five (5) working days of any change in either address or telephone number.  
11 The City shall provide forms for such changes. The change form shall be delivered to the Human  
12 Resources Office and the City shall change the employee's records, file a copy of the form in the  
13 employee's personnel file and provide the Union with a copy. For purposes of this Agreement, the  
14 City shall have a right to rely upon the most current address and telephone number for an employee  
15 as shown on the City records.

16  
17  
18 Section 10.4 NONDISCRIMINATION:

19  
20 Neither the City nor the Union shall unlawfully discriminate against any employee because of race,  
21 creed, color, sex, age, religion or handicap or because of Union activity not in violation of this  
22 Agreement. Because of the existence of adequate federal and state remedial procedures, alleged  
23 violations of this Section shall be referable to Step 3 of the Grievance Procedure but not to  
24 arbitration.

25  
26 All references to employee(s) in this collective bargaining agreement designate both sexes.

27  
28 The City agrees not to interfere with the rights of employee(s) to become members of the Union,  
29 and there shall be no discrimination, interference, restraint or coercion by the City or its  
30 representatives against any lawful employee activity permitted by this Agreement in an official  
31 capacity on behalf of the Union. The Union recognizes its responsibility as bargaining agent and  
32 agrees to represent all employee(s) in the bargaining unit without discrimination, interference,  
33 restraint or coercion. The Union agrees not to intimidate or coerce in an effort to recruit  
34 membership to the Union.

35  
36 Nothing contained in this Agreement shall prevent the City from complying with the requirements  
37 of federal or state handicap or disability laws.

38  
39 Section 10.5 PAY PERIODS:

40  
41 Pay periods for all employees shall be biweekly.

42  
43 Section 10.6 ATTENDANCE AT CONFERENCES:

44  
45 Employees authorized or directed by the Mayor or City Administrator to attend a conference,  
46 convention, school, seminar, workshop or other training or educational function relating to the  
47 employee's duty assignment or other function of municipal concern will be reimbursed for the

1 employee's reasonable and necessary expenses incurred, such as registration fees and tuition,  
2 meals, lodging, gratuities, vehicle parking, tolls and common carrier fares. Reimbursement for  
3 meals and gratuities for meals will be at the applicable federal per diem rates at the time of the  
4 conference. There shall be no reimbursement for the cost of any alcoholic beverages. When  
5 travel is directed in the employee's own vehicle, the employee will be reimbursed at the rate per  
6 mile as authorized by the State of Ohio at the time of travel. No reimbursement will be made  
7 without proof or certification of such expenditures submitted with the employee's claim for  
8 reimbursement. Reimbursement of gratuities for meals shall be limited to twenty percent (20%)  
9 of the total bill for each meal. When submitting requests for reimbursement provided under this  
10 section, Employees must submit the request on the form provided by the City which details the  
11 date on which each expense was incurred and the specific cost of each item for which the Employee  
12 seeks reimbursement. The reimbursement request form shall be accompanied by itemized receipts,  
13 if applicable for the costs the employee seeks to have reimbursed by the City. When payment in  
14 advance of attendance and travel is authorized by the Mayor or City Administrator any amount  
15 due and owing the City by the employee shall be repaid to the City upon the employee's completion  
16 of attendance and travel. Employees will not be compensated for hours of attendance at the  
17 foregoing functions unless they were otherwise scheduled to work those hours or the Fire Chief  
18 authorizes the pay in writing in advance of the function. The subject of Training shall be referred  
19 for discussions between the parties through their joint Labor Management Committee.  
20  
21

22 Section 10.7 UNIFORMS:  
23

24 **A. FIREFIGHTER UNIFORMS:** The City shall establish a uniform account for each  
25 full-time firefighter for the purchase, alteration and/or repair of approved uniforms consisting of  
26 jacket/coat, shirt, tie, cap, shoes, and skirt or slacks. Uniform accounts shall not be used to pay for  
27 normal cleaning and laundry expenses. The City shall deposit Nine Hundred Fifty (\$950.00)  
28 Dollars in the account of a full-time firefighter at the time of hire. In each calendar year thereafter,  
29 the City shall deposit Six Hundred Seventy-five (\$675.00) Dollars in the account of each full-time  
30 firefighter. In lieu of the amounts of money set forth above, the City may substitute new or used  
31 uniform items, the fair value (reasonable alteration costs, straight line depreciation based on  
32 original cost for unusual wear) shall be deducted from the amounts set forth above for full-time  
33 firefighters. In addition to the foregoing, the City shall purchase a Class A uniform for each full  
34 time firefighter as soon as practical following his/her date of hire.  
35

36 **B. UNIFORMS GENERALLY:** There will be several vendors from whom the uniform  
37 items or services in connection therewith can be supplied. All expenditures under the provisions  
38 of this Section must be authorized by the Fire Chief and the Safety Director with payment in all  
39 cases being made by the City directly to the vendor supplying the uniform item or services in  
40 connection therewith. The balance of each individual account will be carried over but shall not  
41 accumulate to more than one thousand dollars (\$1000.00). The balance of any individual account  
42 will be turned over to the City General Fund when an employee leaves employment of the Fire  
43 Division. All uniforms and equipment provided or purchased pursuant to this Section shall be kept  
44 in acceptable condition and must be returned to the City when the employee's employment with  
45 the Fire Division is voluntarily or involuntarily terminated. Failure of an employee to comply with  
46 the requirements of the preceding sentence shall be cause for deducting the reasonable value of  
47 uniform items from moneys otherwise due the employee.



1  
2 An employee whose uniforms are in acceptable condition may use a portion of the uniform  
3 allowance for the purpose of purchasing needed equipment related to his/her firefighting duties.  
4

5 **C. UNIFORM LAUNDERING:** A two hundred fifty dollar (\$250.00) per year uniform  
6 cleaning allowance shall be established for each member covered by this Agreement shall be paid  
7 with the first pay in July.  
8  
9

10 Section 10.8 CHECK-OFF OF DUES, FEES AND ASSESSMENTS:  
11

12 The City will deduct dues, fees and assessments owed to the Union, from the paycheck of each  
13 employee who has voluntarily signed a proper legal authorization for such deduction and who is  
14 covered by this Agreement. The City will remit said dues, fees and assessments to the Union by  
15 the fifteenth (15th) day of the month following the month in which the check-off is made.  
16

17 The Union agrees to indemnify, defend and hold the City harmless against any claim made or any  
18 suit instituted by an employee or others representing the employee as a result of compliance with  
19 the provisions of this Section.  
20

21 Any dispute as to whether an employee properly executed or properly revoked a check-off  
22 authorization shall be handled through the grievance and arbitration procedure. Until the matter  
23 is resolved by the City and the Union or by arbitration, no further deductions will be made.  
24  
25

26 Section 10.9 BULLETIN BOARD:  
27

28 The City shall provide employees with a bulletin board which shall be used exclusively for the  
29 purpose of posting notices pertaining to official Union matters and activities. The specific sites  
30 shall be mutually determined by the parties.  
31  
32

33 Section 10.10 SUBCONTRACTING:  
34

35 When the subcontracting of bargaining unit work is likely to cause the layoff of bargaining unit  
36 employees, the City will engage in meaningful discussions (not negotiations) with the Union to  
37 determine whether the work can be economically and efficiently performed by members of the  
38 bargaining unit.  
39

40 In the event the City determines that the work cannot be efficiently and economically performed  
41 by members of the bargaining unit and decides to subcontract the work, the following shall apply  
42 to employees facing permanent layoff:  
43

- 44 (1) An employee facing permanent layoff shall have the right to bump a less senior  
45 employee within the same bargaining unit provided he/she has the skill and ability to  
46 perform the job. Such an employee shall have a ten (10) working day trial period in which  
47 to demonstrate he/she has the necessary skill and ability to perform the job, at the end of

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1 which the employee will be permanently laid off if he/she is unable to demonstrate such  
2 skill and ability.

3  
4 (2) An employee who is unable to bump another employee or who is unable to  
5 demonstrate the necessary skill and ability during the trial period and will thus be  
6 permanently laid off will be entitled (a) to have his/her health insurance paid by the City  
7 for a period of six (6) months or until he/she begins employment with another employer,  
8 whichever is the lesser period of time and (b) one (1) week's severance pay for each one (1)  
9 year's service with the City.

10  
11  
12 Section 10.11 COLLECTIVE AGREEMENTS:

13  
14 The City shall not make or negotiate any collective bargaining agreement with any bargaining unit  
15 employee individually or collectively. Any collective bargaining agreements entered into by the  
16 City and bargaining unit employees shall be through duly authorized representatives of the Union.  
17 Any other collective bargaining agreements shall be of no effect.

18  
19  
20 Section 10.12 FIRE OR PARAMEDIC CERTIFICATION

21  
22 The City shall provide a minimum of twenty-four hours training each year towards the State  
23 required firefighter and paramedic certifications. The content and format of the training shall be  
24 as mandated by the State and consistent with best practices as defined by accreditation agencies.

25  
26 An employee whose Firefighter II or Paramedic certification lapses, expires, or is suspended or  
27 revoked shall notify the Fire Chief as soon as possible and in no event no later than 72 hours after  
28 the employee learns of the lapse, expiration, suspension or revocation.

29  
30 If the employee's Firefighter II or Paramedic certification lapses, expires, is suspended or revoked,  
31 at the discretion of the Fire Chief, the employee may be placed in an assignment in which the  
32 employee may perform his/her duties without such Firefighter II or Paramedic certification. The  
33 exercise of the Fire Chief's discretion shall not be subject to the grievance procedure of this  
34 agreement.

35  
36 If such assignment is not made, the employee may be placed on administrative leave without pay  
37 to a maximum of ninety (90) calendar days. In lieu of administrative leave without pay the  
38 employee shall be permitted to utilize any available vacation, holiday or compensatory time off.

39  
40 If the employee's Firefighter II or Paramedic certification is suspended or revoked for more than  
41 ninety (90) calendar days and (s)he is not assigned to perform his/her duties without such  
42 Firefighter II or Paramedic certification the employee may be terminated from employment.

1 Section 10.13 LOSS OF DRIVER'S LICENSE/WORK PRIVILEGES  
2

3 No employee shall operate a department vehicle unless the employee is in possession of a valid  
4 Ohio driver's license or work driving privileges. An employee whose driver's license and/or work  
5 driving privileges are suspended or revoked shall notify the Fire Chief of said suspension or  
6 revocation as soon as possible and in no event later than 72 hours after the employee learns of the  
7 suspension or revocation.  
8

9 At the discretion of the Fire Chief, an employee who does not have a valid drivers license or work  
10 driving privileges may be placed in an assignment in which the employee may perform his/her  
11 duties without driving. The exercise of the Fire Chief's discretion shall not be subject to the  
12 grievance procedure of this Agreement.  
13

14 If such an assignment is not made the employee may be placed on an administrative leave without  
15 pay. In lieu of administrative leave without pay, the employee shall be permitted to utilize any  
16 available vacation, holiday or compensatory time off.  
17

18 The parties acknowledge that employees must periodically operate motor vehicles and must  
19 remain insurable under the City's liability policy. If the employee has a license suspension or  
20 revocation of more than one year, or is unable to obtain driving privileges and (s)he is not assigned  
21 to perform his/her duties without driving, or is deemed uninsurable by the City's insurance  
22 provider, the employee may be terminated from employment.  
23

24 The City agrees to meet with the Union in labor management meetings to provide information as  
25 to its available options for liability coverage prior to its annual renewal. The City will provide  
26 written notification as to any changes in liability coverage that could affect insurability of  
27 members.  
28

29 Section 10.14 COMPLETE AGREEMENT:  
30

31 This Agreement constitutes the entire agreement between the City, the Union and all bargaining  
32 unit employees and supersedes and replaces any and all obligations and/or agreements, and  
33 practices, whether written or oral, express or implied between or concerning bargaining unit  
34 employees, the Union and/or the City. Any amendment, modification or addition to this  
35 Agreement must be reduced to writing and duly executed by the parties to become effective.  
36  
37

38 **ARTICLE 11**  
39

40 Section 11.1 CLASSIFICATIONS OF PAY:  
41

42 The classifications and rates of pay covered by this Agreement are set forth in Appendix "A" which  
43 is hereby incorporated by reference.  
44

45 The City shall notify and discuss with the Union any new classification and the rate or rates of pay  
46 assigned thereto under this Agreement. After discussion with the Union, the City shall notify the  
47 Union in writing of the classification and rate or rates of pay assigned thereto not less than fourteen

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1 (14) calendar days prior to the date the new classification is to take effect. In the event the Union  
2 disagrees with the rate or rates of pay assigned to the new classification, the Union may file a  
3 grievance at Step 4 of the Grievance and Arbitration Procedure within seven (7) calendar days of  
4 when the Union receives the written notice from the City.

5  
6 When there is a dispute over whether or not a classification comes under this Agreement, another  
7 agreement, or no agreement at all, such dispute shall be resolved by the State Employment  
8 Relations Board or by any other mutually agreed to procedure which will bind all affected parties.

9  
10 The classification/wage proposals submitted to arbitration shall not become effective until an  
11 arbitrator's award is received by both parties regarding the propriety of the classification/wage  
12 proposals.

13  
14 Section 11.2 LONGEVITY PAY:

15  
16 Each eligible full-time permanent employee in the bargaining unit, hired prior to March 1, 2012,  
17 shall receive longevity pay equal to fifty-five dollars (\$55.00) for each year, or part thereof, of  
18 service, to be paid with the first pay in July. However, no such longevity pay shall accrue until  
19 such employee has ten years of bargaining unit seniority, preceding the first such longevity  
20 payment. Eligibility and years of service will be determined as of January 1 of each year.

21  
22  
23 Section 11.3 WORK PERFORMED OUT OF CLASSIFICATION:

24  
25 A. During the time a Firefighter/Paramedic is assigned to perform all of the regular duties in  
26 the classification of Lieutenant within the bargaining unit, he/she shall receive an additional one  
27 dollar (\$1.00) per hour above his/her regular rate of pay. Work performed in another classification  
28 within the bargaining unit for less than four (4) hours shall not be considered as work out of  
29 classification for purposes of this Section.

30  
31 B. Where both the Chief and Deputy Chief fail to report within a reasonable period of time to  
32 a working structure fire call then the most senior qualified and available employee will be assigned  
33 to work in their capacity and be paid an additional eighty cents (.80) per hour for all hours the  
34 employee is so assigned.

35  
36 C. Field Training Officer: When an employee is assigned as a Field Training Officer (FTO)  
37 in addition to all other compensation, he shall receive an additional seventy-five cents (\$.75) per  
38 hour for all hours the employee is assigned by the Chief to work as an FTO.

39 1. The length of training and/or retraining shall not exceed one (1) month. Final  
40 decision to release a trainee, or end retraining, will rest with the Chief.

41 2. FTO compensation shall not exceed eight (8) hours per shift.

42  
43  
44 Section 11.4 CALL IN PAY:

45  
46 Any employee called in to work other than during his regularly scheduled work period shall be  
47 guaranteed a minimum of two (2) hours work or two (2) hours pay in lieu thereof at the applicable

1 rate. Any other call-ins during the same two (2) hour period will not be considered as an additional  
2 call and would not trigger an additional two (2) hour guarantee. The two (2) hour guarantee will  
3 not apply when an employee is called in within two (2) hours of the scheduled start of his/her shift.  
4 This Section shall apply to any employee, including those receiving standby pay.  
5  
6

7 Section 11.5. FIRE SAFETY INSPECTOR STIPEND  
8

9 Any firefighter/paramedic assigned to perform fire safety inspection who has a current and valid  
10 fire inspector certification shall receive, in addition to his regular hourly pay, a stipend of \$.60 per  
11 hour for each hour actually worked in fire safety inspection. This stipend shall not constitute part  
12 of the employee’s regular hourly rate of pay for any purpose under this Agreement except section  
13 5.2(a) nor shall it apply to any hours of work performed outside of fire safety inspection. If  
14 firefighter/paramedics are assigned to perform fire safety inspection, while on light duty and/or  
15 transitional work, they shall receive the stipend only for such light duty and/or transitional duty  
16 for work-related, workers’ compensation-approved claims for the period approved by the Chief.  
17  
18

19 Section 11.6. FIRE MARSHALL  
20

21 The Chief may assign, at his discretion, a firefighter/paramedic or lieutenant, as Fire Marshal.  
22 Employees assigned as Fire Marshal shall be eligible for overtime for shift coverage within their  
23 classification at the rate of pay of their classification. When assigned and working as Fire Marshal  
24 the employee will be paid at pay grade 15. Reassignment from, including pay grade adjustment,  
25 the assignment of Fire Marshal shall not be grievable. The employee when working as Fire  
26 Marshal shall not count toward daily staffing levels. No assignment as Fire Marshal shall last  
27 more than 2 years unless by mutual agreement between the employee assigned as Fire Marshal  
28 and the Fire Chief.  
29  
30

31 **ARTICLE 12**

32  
33 Section 12.1 NO STRIKE/NO LOCKOUT:  
34

35 During the term of this Agreement, the Union and its members, individually and collectively, will  
36 not cause or take part in any strike, picketing, slow-down or other curtailment or restricting or  
37 interfering with work of the City. The City agrees not to engage in any lockout during the term of  
38 this Agreement. The parties recognize the right of the City to take disciplinary action, including  
39 discharge, against any employee or employees who instigate or participate in a violation of this  
40 Section, whether such action is taken against all of the instigators or participants or against only  
41 selected instigators or participants. When the City determines that a violation of this Section is  
42 occurring, it shall immediately make every reasonable attempt to notify the Union of such  
43 occurrence and the Union shall immediately make every reasonable attempt to cause the  
44 employees to cease violating this Section. For the first four (4) hours following the commencement  
45 of a violation of this Article, the City shall have the right to take any disciplinary action short of  
46 discharge. Thereafter, the City shall have the right to take any disciplinary action including  
47 discharge. Any employee disciplined or discharged for violation of this Section shall have

1 recourse to the Grievance and Arbitration Procedure under this Agreement solely as to the issue  
2 of whether or not the employee instigated or participated in a violation of this Section, but not as  
3 to disciplinary action taken. Disciplinary action taken shall not be appealable to the State  
4 Personnel Board or Review or the Civil Service Commission. The City shall have the right to seek  
5 such remedies as a court may deem appropriate for a violation of the provisions of this Article.  
6  
7

8 **ARTICLE 13**

9  
10 Section 13.1 DURATION OF AGREEMENT:

11  
12 This Agreement shall be effective from March 1, 2021 except as otherwise specifically provided  
13 herein, and shall continue in effect through December 31, 2023 and shall continue in full force and  
14 effect from year to year unless written notice of desire to cancel, terminate or modify the contract  
15 in whole or in part is served by either party on the other at least sixty (60) days but not more than  
16 120 days prior to the expiration date.  
17

18 The parties shall meet and negotiate expeditiously and in good faith with a shared goal to complete  
19 whatever proposed amendment[s], additions, or deletions they choose within forty-five (45) days  
20 after the filing of the Notice to Negotiate with the State Employment Relations Board (SERB).  
21  
22  
23

**Perrysburg – IAFF – 2021-2023 CBA - FINAL – 10.29.21**

1 **IN WITNESS WHEREOF**, the parties hereto have signed and executed this Agreement and  
2 several other copies hereof this 5<sup>th</sup> day of November, 2021.

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CITY OF PERRYSBURG

INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS, LOCAL 3331,  
PERRYSBURG FIREFIGHTERS

By Thomas G. Mackin  
Tom Mackin, Mayor

By   
President

By Amber L. Rathburn  
Amber Rathburn, Finance Director

By   
Bargaining Committee Member

By   
Bargaining Committee Member

This Agreement subject to approval by the Council of the City of Perrysburg, Ohio.

**Perrysburg – IAFF – 2021-2023 CBA - FINAL – 10.29.21**

**APPENDIX A**  
**FIRE UNIT WAGE RATES**

	1	1	1	1	1	1	1	
2021 – 2.0%								
Grade	A	B	C	D	E	F	G	H
14	\$28.23	\$29.65	\$31.10	\$32.63	\$34.26	\$35.97	\$36.85	\$37.75
14*	\$22.59	\$23.72	\$24.88	\$26.10	\$27.41	\$28.77	\$29.48	\$30.20
15	\$29.93	\$31.43	\$32.97	\$34.59	\$36.32	\$38.12	\$39.06	\$40.02
15*	\$23.94	\$25.14	\$26.37	\$27.67	\$29.05	\$30.50	\$31.25	\$32.01
16	\$31.72	\$33.32	\$34.94	\$36.66	\$38.50	\$40.41	\$41.41	\$42.42
16*	\$25.38	\$26.65	\$27.95	\$29.33	\$30.80	\$32.33	\$33.13	\$33.93

	1	1	1	1	1	1	1	
2022 – 2.5%								
Grade	A	B	C	D	E	F	G	H
14	\$28.94	\$30.39	\$31.88	\$33.45	\$35.12	\$36.86	\$37.77	\$38.69
14*	\$23.15	\$24.31	\$25.50	\$26.76	\$28.09	\$29.49	\$30.22	\$30.96
15	\$30.97	\$32.52	\$34.11	\$35.79	\$37.58	\$39.44	\$40.42	\$41.40
15*	\$24.77	\$26.02	\$27.29	\$28.63	\$30.06	\$31.56	\$32.33	\$33.12
16	\$33.13	\$34.80	\$36.50	\$38.29	\$40.21	\$42.21	\$43.25	\$44.30
16*	\$26.51	\$27.84	\$29.20	\$30.63	\$32.17	\$33.76	\$34.60	\$35.44

	1	1	1	1	1	1	1	
2023 – 2.5%								
Grade	A	B	C	D	E	F	G	H
14	\$29.66	\$31.15	\$32.67	\$34.28	\$36.00	\$37.79	\$38.72	\$39.66
14*	\$23.73	\$24.92	\$26.14	\$27.43	\$28.80	\$30.23	\$30.97	\$31.73
15	\$32.04	\$33.64	\$35.29	\$37.02	\$38.88	\$40.81	\$41.82	\$42.83
15*	\$25.63	\$26.92	\$28.23	\$29.62	\$31.10	\$32.65	\$33.45	\$34.27
16	\$34.60	\$36.34	\$38.11	\$39.99	\$41.99	\$44.07	\$45.16	\$46.26
16*	\$27.68	\$29.07	\$30.49	\$31.99	\$33.59	\$35.26	\$36.13	\$37.01

**RANK DIFFERENTIALS**

**CLASSIFICATION**

Lieutenant

**DIFFERENTIAL BY YEAR**

2021: 6% above top step Firefighter/Paramedic

2022: 7% above top step Firefighter/Paramedic

2023: 8% above top step Firefighter/Paramedic





APPENDIX B

CITY OF PERRYSBURG  
FIRE FIGHTER UNIT  
PROGRAM FOR SUBSTANCE ABUSE

1. Drug and alcohol screening/testing shall be conducted upon: (1) pre-promotional; (2) “reasonable suspicion” which means that the Employer possesses facts that give rise to reasonable suspicion that an employee is currently or had recently been engaging in the use of illegal drugs or improper use of alcohol; (3) randomly in common with all other employees; (4) before returning to work after a positive drug test result; or (5) post-accident; where the employee is involved in an on-the-job driving accident that results in injury or death, or a citation to the employee under state or local law for a moving traffic violation arising from the accident or when any vehicle requires towing from the accident scene or any involved person requires treatment away from the accident scene. An employee in such an accident is required to report it as soon as possible to the supervisor. Drug screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceedings. Under no circumstances may the results of drug screening or testing be released to third party. Any employee refusing to submit to the drug test or refusing to sign the drug test release and authorization will be subject to the disciplinary process of this Agreement.
2. Sample collection is to be accomplished in a manner compatible with the employee's dignity, employees shall not be witnessed while submitting a sample. In testing which could result in employee discipline, if the test result is positive a split sample shall be reserved for independent analysis.
3. All samples shall be tested for CHEMICAL ADULTERATION, NARCOTICS, CANNABIS, PCP, AMPHETAMINES AND SEDATIVES OR ALCOHOL. The testing shall be done by an accredited laboratory or testing facility that provides an appropriate chain of custody program, utilizes quality control methods, and who can assure confidentiality and accuracy of results. The lab will split the sample upon receipt to insure the availability of sufficient quantity to comply with section 6. Any sample which has been adulterated or is shown to be a substance other than urine shall be reported as such. All samples which test positive on a screening test shall be confirmed by gas chromatography-mass spectrophotometry, and no records or unconfirmed positive tests shall be released or retained by the laboratory. Testing shall be conducted in a manner to ensure that an employee's legal drug use does not effect the test results. Test results shall be treated with the same confidentiality as other employee medical records. The test results shall be reported to the Human Resources Manager or his/her designee.

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<u>DRUG</u>	<u>SCREENING TEST</u>	<u>CONFIRMATION</u>
Amphetamines	1000 ng/ml	500 ng/ml
Barbiturates	300 ng/ml	200 ng/ml
Benzodiazepine	300 ng/ml	500 ng/ml
Cocaine Metabolites	300 ng/ml	150 ng/ml
Marijuana Metabolites	50 ng/ml	15 ng/ml
Methadone	300 ng/ml	200 ng/ml
Methaqualone	300 ng/ml	200 ng/ml
Opiates	2000 ng/ml	2000 ng/ml
Phencyclidine PCP	25 ng/ml	25 ng/ml
Propoxyphene	300 ng/ml	200 ng/ml

Alcohol - .04 of 1% or more by weight of blood alcohol or .04 of 1% or more by weight of blood alcohol per 200 liters of employee's breath.

4. If the test is positive and the employee did not request a split sample in paragraph #3 above, the employee may request the lab sample be split. In either case, when and if requested by the employee, the split sample will be sent to an accredited laboratory or testing facility designated by the employee so long as the lab or testing facility meets the criteria in 4 and 5 above and provides a copy of their findings directly to the City. They must sign an authorization to release such findings prior to the sample being delivered to the lab.
5. An employee found to be under the influence through positive testing will be offered rehabilitation. If the employee refuses such offer of rehabilitation he or she will be subject to the discipline procedure. Details concerning treatment any employee receives at this Program shall remain confidential and shall not be released to the public. The cost of treatment shall be covered in accordance with insurance coverage.
6. Any employee who is released from rehabilitation or after a positive test result will be required to take a return to duty test and test negative before returning to work. Following the return to work, the employee will be subject to retesting at any time when his actions, as defined in section 2, demonstrate possible continued use. A positive test will result in suspension pending discharge. If the employee refuses testing he or she will be suspended pending termination. Three (3) years after the commencement of the rehabilitation program, the record of treatment and positive drug test results shall be retired to a closed medical record. The employee shall be given a fresh start with a clean work record.
7. If the employee is taking prescription or over-the-counter substances that might affect the results of the screen, the City must be advised prior to the screen being administered.
8. Any disputes with respect to the application of Appendix "B" shall be subject to the grievance procedure. This drug testing program is solely initiated at the behest of the Employer. The Employer shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this collective bargaining agreement relating to

**Perrysburg – IAFF – 2021-2023 CBA - FINAL – 10.29.21**

1 drug testing. The Union shall be held harmless for the violation of any worker rights arising  
2 from the administration of the drug testing program.

3

4 9. This Article is in no way intended to supersede or waive an employee's federal or state  
5 constitutional rights.

## MEMORANDUM OF UNDERSTANDING

### PART-PAID/VOLUNTEER PFD EMPLOYEES

The City's use of part-paid/volunteer employees in the Perrysburg Fire Department ("PFD") shall not displace the bargaining unit members of the Perrysburg Firefighters, IAFF Local 3331, nor shall part-paid/volunteer employees perform the regular job duties of Local 3331 bargaining unit members except as stated herein.

Part-paid/volunteer PFD employees may:

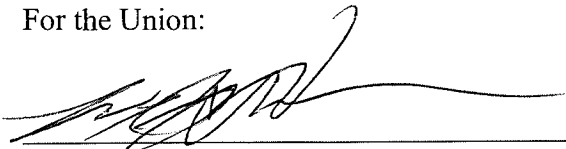
1. Respond to structure fires on an as needed basis to supplement the responding members of Local 3331. To maintain competency and crew integrity part paid/volunteer will complete a minimum of 50% of the hands on portion of training alongside Local 3331 members. If this training cannot be completed because of interruptions, it is not the intent of Local 3331 to penalize part-paid/volunteer. Part paid/volunteer will be given the opportunity to pass/complete competency with a Local 3331 State of Ohio instructor.


Part-paid/volunteer will maintain the necessary State of Ohio certifications to perform fire response duties.


2. Instruct CPR classes for the public, so long as the part-paid/volunteer has participated in CPR and CPR instruction training and maintains any necessary certifications to act as a CPR instructor.
3. Gather and review data for the Fire Administration for accreditation and administrative purposes.
4. Represent the PFD alongside Local 3331 members at public events (Local 3331 members can participate as long as it does not create overtime).
5. Perform additional tasks and duties agreed upon by the City and Local 3331.
6. The City agrees to not add any additional part-paid/volunteer employees beyond those currently employed.
7. This Memorandum of Understanding expires at the end of this contract term.

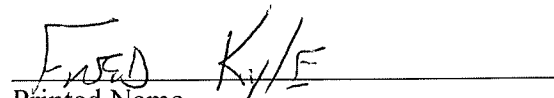
[Signature page to follow]


For the Union:

  
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Signature


  
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Printed Name

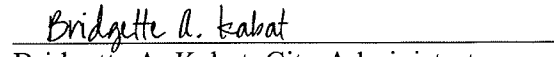
  
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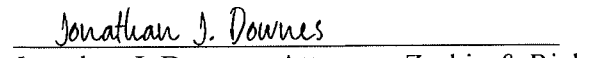
  
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Signature

For the City:

  
\_\_\_\_\_  
Rudy Ruiz, Fire Chief

  
\_\_\_\_\_  
Bridgette A. Kabat, City Administrator

  
\_\_\_\_\_  
Kathryn J.T. Sandretto, Law Director

  
\_\_\_\_\_  
Jonathan J. Downes, Attorney, Zashin & Rich