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STATE EMPLOYMENT  
RELATIONS BOARD

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**COLLECTIVE BARGAINING AGREEMENT  
(2009-2012)**

*between the*

**CITY OF PERRYSBURG**

*and the*

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS  
LOCAL 3331, PERRYSBURG FIREFIGHTERS**

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Effective: November 5, 2009

Expiration: February 28, 2012

**FIRE UNIT**  
**AGREEMENT**

This Agreement made and entered into as of the 5th day of November, 2009, 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 firefighters and assistant fire chiefs, 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.

**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.

**Section 2.1.1      RESIDENCY:**

\* The district of residency shall consist of the following area: Wood County and any Ohio County contiguous to Wood County, including Lucas, Henry, Putnam, Hancock, Seneca, Sandusky, and Ottawa Counties.

To be eligible for off-duty call outs, an employee must reside within the following area:

Either within the corporate limits of the City of Perrysburg or within the following area:

Beginning at the intersection of the northerly projection of a line three hundred (300) feet East of and parallel to the centerline of Bates Road and the Maumee River; thence southerly along said line to a line three hundred (300) feet North of and parallel to the centerline of Buck Road; thence easterly along said line and the easterly projection thereof to a line three hundred (300) feet East of and parallel to the centerline of Glenwood Road; then southerly along said line to the easterly projection of a line three hundred (300) feet North of and parallel to the centerline of Mandell Road; thence easterly along said line and continuing along a line three hundred (300) feet North of and parallel to the centerline of Ayres Road and the easterly projection thereof to a line three hundred (300) feet East of and parallel to the centerline of Tracy Road; thence southerly along said line to a line three hundred (300) feet southwest of and parallel to the centerline of Fremont Pike; thence northwesterly along said line to a line three hundred (300) feet East of and parallel to the centerline of Ault Road; thence southerly along said line to a line three hundred (300) feet South of and parallel to the centerline of Five Points Road; thence westerly along said line to a line three hundred (300) feet East of and parallel to the centerline of Lime City Road; thence southerly along said line to a line three hundred (300) feet South and parallel to the centerline of Reitz Road; thence westerly along said line to a line three hundred (300) feet West of and parallel to the centerline of Hull Prairie Road; thence northerly along said line to a line three hundred (300) feet South of and parallel to Five Points Road; then westerly along said line to the Maumee River; thence northeasterly along the Maumee River to the place of beginning.

Also within the following area of the City of Maumee (Lucas County):

Beginning at the intersection of the Maumee River and the centerline of 1-475/US 23; thence northerly along said centerline to the centerline of the Norfolk Southern Railroad; thence easterly along said railroad centerline to the centerline of Cass Road; then southerly along the centerline of Cass Road to the centerline of

Sackett Street; thence easterly along the centerline of Sackett Street to the centerline of Key Street; thence southerly along the centerline of Key Street to the centerline of the Anthony Wayne Trail; thence easterly along the centerline of the Anthony Wayne Trail to the centerline of Michigan Avenue; thence southerly along the centerline of Michigan Avenue to the Maumee River; thence southwesterly along the Maumee River to the place of beginning. Where the boundary of the above-described area within the City of Maumee includes Sackett Street and Michigan Avenue, all residences with actual property frontage on the described portions of these two streets shall be considered to meet the residence requirement even if the residence itself is outside of the described area.

## **Section 2.2 WORK RULES**

The City reserves the right to implement, alter and/or amend reasonable rules governing the safety, health and conduct of employees, a violation of which shall be among the causes for discharge or other disciplinary action. Prior to the implementation of any rule which would subject an employee to discipline or discharge, the City will discuss the rule with the Union. After a discussion with the Union, the City will post any new rule for a period of fourteen (14) calendar days prior to its implementation. The Union may attack the reasonableness of any new work rule as part of a grievance over disciplinary action taken against an employee who allegedly violated the rule. The parties will agree upon the names of three (3) qualified, impartial arbitrators who are willing to be available to hold a hearing on no more than fourteen (14) days advance notice and to issue a written decision no more than fourteen (14) days after the close of the hearing. The parties will choose one of these arbitrators to hear any arbitration involving the reasonableness of any new work rule. All employees covered by this Agreement shall be given a current set of rules no later than thirty (30) days after the date a rule is implemented. The work rule shall not become effective until the arbitrator's award is received regarding the propriety of the work rule.

## **ARTICLE 3**

### **Section 3.1 GRIEVANCE AND ARBITRATION STEPS:**

It is the mutual desire of the City and the Union to provide for the prompt adjustment of grievances in a fair and reasonable manner, with a minimum amount of interruption of work schedules. Every reasonable effort shall be made by both the City and the Union to effect resolution of grievances at the earliest step possible.

A grievance shall mean any difference which arises between the City and the Union or any employee covered by this Agreement regarding the meaning or application of the provisions of this Agreement or work rules. The grievance and arbitration procedure under this Agreement shall take the place of any appeal to the State Personnel Board of Review. Nothing in this section shall prevent the parties from mutually agreeing to submit a grievance directly to arbitration in order to expedite the process for reaching a decision if the circumstances warrant it. Grievances shall be processed in the following manner:

**STEP 1:** The aggrieved employee shall first present the grievance orally with the Fire Chief or his/her designee. If a satisfactory settlement is not achieved within five (5) working days, the employee shall reduce the grievance to writing and present it to the Human Resources Manager within two (2) working days. When two (2) or more employees allege that a common violation has occurred, one grievance may be written for the grieving employees. Each grieving employee shall sign the grievance. In the case of multiple employees signing a single grievance, the employees shall reduce the grievance to writing and submit it to the Human Resource Manager with the signatures of the affected employees within ten (10) working days.

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

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

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

Within five (5) working days after the City receives the timely appeal to Step 4, either party may request, and the parties may mutually consent to submit the grievance for expedited mediation by a federal mediator from the Toledo office of the FMCS. The arbitration proceeding shall be stayed during the pendency of such mediation.

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

**Section 3.2 POWERS OF ARBITRATOR AND COSTS OF ARBITRATION:**

The arbitrator shall only have jurisdiction and authority to interpret, apply and determine compliance with the provisions of the Agreement, but shall not have jurisdiction or authority to add to, detract from or alter the terms of this Agreement in any manner nor shall the Arbitrator have the jurisdiction or authority to assess a penalty or to determine any matter which might be construed as an interest arbitration except as may be expressly provided herein. Inadvertent errors in application of the provisions of this Agreement by the City shall not be construed to be an enforceable practice. The decision of the arbitrator shall adequately set forth the issue or issues to be decided, the positions of the parties, specific findings of fact, conclusions of law, and the award. The arbitrator's decision and award shall be binding upon the City, the Union and all affected employees unless set aside or modified by a court of competent jurisdiction. The arbitrator shall render his/her award within thirty (30) days of the date of the hearing or within thirty (30) days of the date briefs are filed, whichever is later. Each party shall bear the costs of its own presentation. The cost of any transcript and attendance fee shall be borne by the party arranging for the court reporter unless the other party or the arbitrator orders a copy of the transcript, in either of which cases the entire cost of the transcript and attendance fee shall be borne equally by the City and the Union. The expense of the arbitrator shall be borne by the party losing the arbitration. In the event the arbitrator's decision is such that the parties cannot agree on who lost the decision, the arbitrator will retain jurisdiction to decide how his/her expenses will be apportioned between the parties.

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

**Section 3.3 TIME LIMITS FOR FILING GRIEVANCES:**

Grievances concerning discharge of an employee shall be submitted in writing at Step 4 of the Grievance Procedure within three (3) working days of the date of the discharge or the date the City issues its final decision following a discharge hearing, whichever is later. Copies of the grievance will be provided to both the City and the Union. Any other grievance shall be submitted at Step 1 of the Grievance Procedure within ten (10) working days of the date the alleged violation occurred. For purposes of the Grievance and Arbitration procedure, working days shall mean Monday through Friday, excluding holidays celebrated during that period.

**Section 3.4 DISCIPLINE AND DISCHARGE:**

**A. GENERALLY:** Employees with seniority shall not be discharged or disciplined without cause. Violation of City rules governing the safety, health and/or conduct of employees covered by this Agreement shall be among the causes for discharge or other disciplinary action. Discharge or other disciplinary action may be subject to the grievance and arbitration procedure under this Agreement.

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

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

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

**D. NOTICE OF DISCIPLINARY ACTION:** Every warning, suspension notice or discharge notice shall be in writing and shall contain at a minimum the date given, the name of the individual issuing it, the name of the employee receiving the warning, the nature of the alleged violation and the date or dates upon which the alleged violation occurred. The employee shall receive a copy and the Union shall receive a copy within ten (10) working days of the City's gaining knowledge of the infraction unless the nature of the infraction requires additional investigation time to be determined by the City. The investigation shall be reasonable and with notice to the Union. A copy shall be retained by the City in the employee's personnel file. For purposes of this Section, working days shall mean Monday through Friday, excluding holidays celebrated during that period.

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

1. ORAL REPRIMANDS - one (1) year from the date of the reprimand.
2. WRITTEN REPRIMAND - two (2) years from the date of the reprimand.
3. SUSPENSION OF THREE (3) DAYS OR LESS - three (3) years from the date of the suspension.
4. SUSPENSION OF FOUR (4) DAYS OR MORE - four (4) years from the date of the suspension.

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

**F. HEARING:** No employee will be discharged, demoted or suspended for more than three (3) days from employment with the City without first being given the opportunity for a hearing before the Mayor or the Mayor's designee. \*

\* The City shall issue its final determination in writing within seven (7) calendar days following the close of the hearing with copies to the employee and to the Union. If the employee is discharged \* suspended, or demoted \* as a result of the hearing, the employee

shall have three (3) work days following the date of the City's final determination in which to file a grievance at Step 4 of the Grievance and Arbitration Procedure.

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

**Section 3.5 PERSONNEL FILES:**

An employee, or the Union with the written permission of the employee, may be permitted to review the employee's personnel file and copy any material found therein at any reasonable time and place. The employee or the Union will provide the City with forty-eight (48) hours (Monday through Friday) notice in advance of the desire to inspect and copy personnel files so as to permit the City to inspect the files and to provide them for inspection and copying at one location. Should the employee, upon review of the employee's personnel file, come across material of a negative or derogatory nature, the employee may provide a written and signed comment in rebuttal, mitigation or explanation of said material, which comment shall remain in the employee's file so long as the negative material remains. Review of the personnel file can occur no more than once per calendar quarter regardless of whether the review is conducted by the employee or the Union. Reviews will be conducted on the employee's own time. Any material copied from the file will be at the expense of the employee or the Union.

**Section 3.6 RIGHTS OF EMPLOYEES:**

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

A. Any time that the Fire Chief or his designee conducts a disciplinary hearing with an employee, the employee shall be advised of his rights to have a Union representative present in accordance with the collective bargaining agreement. In any disciplinary hearing, each party shall have the right to question the other party's witnesses.

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

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

D. The employee shall be informed of the nature of the investigation prior to any questioning.

E. There shall be no press release by the City, the Union, or the employee regarding the employee under investigation until such investigation is completed and the employee is either cleared or charged. If the employee is cleared, the City will not issue a formal press release without the employee's permission.

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

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

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

I. When an anonymous complaint is made against an employee, the employee shall be apprised of the circumstance. In the event there is corroborative evidence, the employee shall be required to submit to interrogation and/or make a report or statement. A confidential complaint shall not be considered as an anonymous complaint, except in those instances in which the person making the complaint is unwilling to testify in any subsequent hearing.

#### **ARTICLE 4**

##### **Section 4.1 SENIORITY:**

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

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

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

**Section 4.2 PROBATIONARY PERIOD:**

\* Employees covered by this Agreement shall be considered probationary employees \* from the date of their most recent employment with the City through a period extending one year following the later of that date or successful completion of the Academy. During the probationary period, employees will be reviewed after the first six (6) months to determine whether or not they will be retained in employment. A second such review will be made before the end of one (1) year. During probation they may be discharged or disciplined without recourse to the grievance and arbitration procedure and will receive no benefits, other than health insurance benefits, except as may be statutorily required. Upon successful completion of the probationary period, an employee will receive seniority retroactive to the employee's most recent date of hire.

**Section 4.3 LOSS OF SENIORITY:**

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

**Section 4.4 LAYOFF/RECALL:**

**A. LAYOFF:** When there is a reduction or displacement in the work force, temporary and probationary employees in affected classifications covered by this Agreement shall be laid off before employees with seniority. Employees in each affected classification will then be laid off beginning with the employee with the least classification seniority.

**B. BUMPING:** An employee who is about to be laid off may bump an employee with less bargaining unit seniority in a lower rated classification within the Fire Division provided his/she has the ability to perform the work.

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

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

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

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

**Section 4.5 VACANCIES:**

When the City determines there is a vacancy in a new or existing classification, the City may temporarily assign an employee to work in that classification pending the filling of the vacancy. In the event the City establishes a classification for part-time Fire Fighters, no more than two (2) part-time Fire Fighters shall be assigned to a shift. For the lowest level classifications, the City may hire to fill the vacancy. For vacancies in classifications above the lowest level, the City shall post the vacancy for seven (7) calendar days during which period employees in lower rated classifications will have the opportunity to sign the posting. The names of those signing the posting will be submitted to the City Civil Service Commission which shall in turn provide the City with an eligibility list. Those individuals will be interviewed by the City and may be required to take a test of skills needed to perform the job. In situations where there is no Civil Service test, the City will interview three (3) individuals with the most City-wide seniority who signed the posting.

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

A current City employee chosen to fill the vacancy will have a trial period up to a maximum of sixty (60) calendar days. During the trial period a current City employee may be disqualified or may disqualify himself/herself. An employee who is disqualified or who self-disqualifies during the trial period shall return to his/her former classification or to layoff if the employee was on layoff status. An employee hired to fill a vacancy shall be governed by the Probationary Period provisions under Section 4.2 of this Agreement.

An employee chosen to fill a vacancy in a higher rated classification will be placed at the \* same corresponding step level in the higher rated classification as the employee's step in the classification from which he/she is promoted. An employee chosen to fill a vacancy in an equal or lower rated classification will be placed in the same step as his/her current classification.

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

**Section 4.6 SENIORITY WHILE OUTSIDE BARGAINING UNIT:**

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

## **ARTICLE 5**

### **Section 5.1 WORKING HOURS:**

Employees working twenty-four (24) hour shifts will normally work from 7:00 a.m. to 7:00 a.m. the following day and will normally have forty-eight (48) consecutive hours off duty. They shall receive Kelley days to be taken on the basis of one every twenty-eight (28) days. Their straight time hourly rate for Grade 14\*, Grade 15\*, or Grade 16\*, as appropriate, will be based upon 2600 hours per year. Their overtime rate will be one and one-half (1½) times the appropriate straight time hourly rate at Grade 14, Grade 15, or Step Grade 16. Bi-weekly pay will be based upon 100 hours for the employee's regular schedule plus overtime as described in Section 5.2.

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

Work schedules shall be posted thirty (30) days in advance of the scheduled work time. No changes in work schedules will be permitted, except in cases of emergencies which result in long-term absences or in case of trades of time under Section 5.4, unless by mutual consent of the employee and the City.

### **Section 5.2 OVERTIME PAY:**

- (a) For employees on twenty-four (24) hour shifts, all work actually performed beyond the end of the normal shift or when the employee is recalled to work, or in excess of two hundred twelve (212) hours in a twenty-eight (28) day period will be paid at one and one-half (1½) times an employee's hourly rate of pay, provided the City requires the employee to work. For employees normally scheduled to work eighty (80) hours in a fourteen (14) day period, all work actually performed in excess of eighty (80) hours in a fourteen (14) day period or when the employee is recalled to work shall be paid at one and one-half (1½) times the employee's regular hourly rate of pay provided the City requires the employee to work. For purposes of this Section and Article 7, a day shall begin at 7:00 a.m. and end the following 7:00 a.m. When an employee normally working eight (8) hours is required to substitute for an employee on a twenty-four (24) hour shift, overtime will be paid at the same rate as for the twenty-four (24) hour employee unless specified. Unworked time shall not be considered as hours worked for the purposes of this Agreement, except that paid time off work on holidays, vacations, sick time and compensatory time off shall be counted as hours worked for the purposes of the Fire Safety Inspector stipend (11.5) and for the purpose of computing overtime, provided however, that the total number of hours compensated at overtime rate for any week shall not exceed the total number of hours that the employee actually performed work during that week. Work actually performed on holidays shall be paid at one and one-half (1½) times an employees rate of pay. The half time rate will be at the appropriate Grade 14 or Grade 16 rate. Holiday pay will be paid in accordance with Sections 7.2 and 7.3 in addition to pay for hours worked on a holiday. There shall be no pyramiding of overtime.

- (b) Overtime work for all employees must be authorized in advance by the immediate supervisor, except in case of emergencies.
- (c) An overtime rotation list will be maintained. Each calendar year employees will be placed on the list based upon the amount of overtime they have worked, beginning with the employee who has worked the least amount of overtime. When there is a need for overtime, employees will be requested to work overtime beginning with the qualified employee who has worked the least overtime. An employee who refuses the overtime will be charged as if she/he had worked it, unless the employee is on leave or vacation at the time in which cases the refusal will not be charged. Probationary employees will remain at the bottom of the list during the probationary period. Upon completion of the probationary period, the employee will be considered as having worked the most overtime hours plus one (1). When an error in the offering of time is discovered, the remedy will be to offer the next available overtime to the employee who should have worked, provided he/she is qualified. Call-ins for ambulance or fire calls will not require resort to the rotation list nor will they count as overtime worked for the purpose of the rotation list. The Deputy Chief will not be considered as being on the rotation list with other Fire Division employees; however, he may perform the overtime duties when all available employees have declined the overtime.

### **Section 5.3 COMPENSATORY TIME:**

Employees may elect to accrue compensatory time in lieu of pay for overtime hours worked. Hours worked on a holiday during a normally scheduled shift are considered to be premium hours and not overtime hours and an employee may not elect to take them as compensatory time. The election shall be in writing and must be made immediately following the end of the two week work period in which the overtime is worked. Each overtime hour worked shall be equal to one and one-half (1½) hours of compensatory time. No employee may accumulate more than forty-eight (48) hours of compensatory time. When an employee is at the maximum accumulation limit for compensatory time, all overtime worked shall be paid. \* Employees shall not be permitted to submit requests for compensatory time off earlier than thirty (30) days prior to the date for which the use of compensatory time is requested. An employee will be permitted to take compensatory time off within a reasonable time after requesting it provided that it will not create additional overtime unless approved by the Chief or his designee(s). If multiple requests are received for use of compensatory time during the same time period, seniority will determine which employee is permitted to take compensatory time. Prior requests for vacation time will supersede requests to use compensatory time off at the same time. No vacation request made after the compensatory time of has been granted will be honored for any of the same hours off. The Chief or his designee(s) shall grant or deny the employee's request for compensatory time off within five (5) days of its submission to him/her. In the event the prohibition of allowing compensatory time to be used if it would create additional overtime is determined to be unenforceable by a court of competent jurisdiction in a case brought or supported by the Union, the restrictions upon accumulation and annual use of compensatory time off in lieu of pay for overtime shall be reduced to twenty-four (24) and forty-eight (48) hours respectively.

Compensatory time off may be used in increments of not less than one (1) hour. An employee with accrued compensatory time as of the second pay day in November may elect to receive pay in lieu of using the compensatory time provided he/she gives written notice of

the election to the City's payroll clerk prior to the second pay day in November. The payment will be made with the first pay in December. Pay for accrued compensatory time shall be at the regular rate of the employee at the time payment is made, except for cases of termination of employment where pay shall be at the average regular rate of the employee during the last three (3) years of employment or the regular rate of the employee at the time the payment is made, whichever is higher. Effective March 1, 2009 employees shall not be granted compensatory time off in excess of one-hundred twenty (120) hours annually.

**Section 5.4 TRADING TIME:**

An employee will be permitted to trade portions of days off in one (1) hour increments with another qualified employee within the same classification provided that the trade does not result in the payment of overtime or interfere with the orderly operations of the City. The Fire Chief may, within his sole and absolute discretion, approve a request for a time trade between an Assistant Fire Chief and a fire fighter/paramedic if he determines that it will not result in any additional expense to the City and that it will not unduly compromise the experience or efficiency of the crew on duty in either part of the trade, or approve additional trade(s) involving either participant in a trade before the first trade is repaid if he determines that it will not result in any additional expense to the City and that it will not unduly compromise the experience or efficiency of the crew on duty in either part of either trade. Three (3) days advance written notice of the trade will be provided to the City, except in cases of unforeseen emergency where the three (3) day notice period may be waived by the City. Each trade will involve not more than two (2) employees and, except as herein provided, no additional trades will be permitted until the original trade is repaid. All trades must be repaid within the same work period. The provisions of Section 11.3 will not apply to trading time.

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

**ARTICLE 6**

**Section 6.1 SICKNESS, ACCIDENT, DISABILITY AND PREGNANCY LEAVES:**

Leaves under this section for purposes authorized by the Family Medical Leave Act shall be charged against eligibility for leaves under Section 6.7 Family and Medical Leaves of Absence, until the same has been exhausted. Leaves of absence for sickness, accident or disability (including pregnancy) shall be granted in writing when the City is presented with a physician's certificate indicating the reason the employee is unable to perform his/her regular job duties and the anticipated duration of the leave. Such leaves of absence shall be for a minimum of seven (7) calendar days and a maximum of thirty (30) calendar day periods up to a maximum of one hundred eighty (180) calendar days within a twenty-four (24) month period or three hundred sixty-five (365) calendar days within a twenty-four (24) month period for a Workers' Compensation disability. Any request for extension must be accompanied by a physician's certificate setting forth the same type of information as is required for the original leave of absence. At the beginning of a leave of absence or at any time(s) during a leave of absence or any extension thereof or at the end of a leave of absence, the City may require the employee to be examined by the City's physician to determine whether or not the employee is able to perform his or her regular job duties. If the City's physician and the employee's physician are unable to agree on whether the employee is able to perform his/her regular job

duties, the two physicians shall choose a third physician who shall forthwith examine the employee and whose written decision shall be final and binding upon the City, the Union and the employee. The examination by the City physician shall be at City expense and the examination by the third physician shall be borne by the City. If it is determined by the employee's physician or by the third physician that the employee is able to perform his/her regular job, the employee shall report for work the following day after being notified by the City to do so. Failure of the employee to report for work shall be considered as overstaying an approved leave of absence. An employee on a leave of absence under this Section must exhaust accrued but unused sick leave and may then use accrued but unused vacation pay. When sick leave and vacation pay are exhausted, the employee will be on an unpaid leave. Employees eligible for accident compensation benefits under Section 9.3 will not be eligible to use accrued but unused sick leave or vacation pay. The City will continue to pay health insurance premiums on behalf of an employee for the first sixty (60) days of an unpaid leave under this Section and/or Section 6.7 or until the employee's eligibility for leave under Section 6.7 is exhausted, whichever is later and thereafter the employee must pay the full premium rate to the City to maintain health insurance in effect.

**Section 6.2 JURY AND WITNESS LEAVE:**

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

**Section 6.3 BEREAVEMENT LEAVE:**

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

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

In case of death of a great grandparent, aunt or uncle the employee may use one (1) scheduled twenty-four (24) hour shift provided that the same shall be charged as paid sick leave.

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

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

**Section 6.4 MILITARY LEAVES:**

An employee shall be on a leave of absence while in military service for such period of time as the law requires. Upon discharge, the employee shall have ninety (90) calendar days to report back to the City to be reassigned in accordance with the law. The employee shall accrue seniority during a military leave as if the employee had continued to work for the City during such military leave. Employees on this or any other unpaid leave of absence shall neither accrue nor be entitled to any other contractual benefits. Vacancies created by Military Leaves may be temporarily filled by the City.

An employee required to go on temporary active status with the federal or state military service shall be paid the difference between the military pay which the employee receives and the employee's regular rate of pay for straight time work hours lost during such service, not to exceed four (4) calendar weeks in a calendar year. To qualify for temporary active status compensation, the appropriate orders from the federal or state military service must be presented to the Mayor or the Mayor's designee. Contractual benefits will continue while an employee is on annual temporary active status.

**Section 6.5 PERSONAL LEAVE OF ABSENCE:**

Leaves under this Section cannot be used as a substitute for or to supplement any other leaves of absence under this Agreement, except for supplementation of a bereavement leave.

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

**Section 6.6 TRAUMATIC STRESS LEAVE:**

To qualify for traumatic stress leave, the employee must be evaluated by a qualified psychiatrist chosen by the City and determined to be in need of such leave because the employee can no longer safely perform his/her job due to traumatic situations involved with paramedic or fire duties. If the psychiatrist determines such leave is appropriate it will not exceed one (1) week for eight (8) hour employees or two (2) shifts for twenty-four (24) hour employees unless extended by the psychiatrist when additional leave is determined to be necessary. If a course of treatment is required, the employee must undergo same with a qualified psychiatrist chosen by the City. The City will pay the difference between what the health insurance covers and the employee's liability for up to five (5) counseling session during the term of this Agreement. An employee off work on a traumatic stress leave will use sick pay for all hours off work missed during the employee's regular schedule.

**Section 6.7 FAMILY AND MEDICAL LEAVES:**

An employee who has been employed by the City for one (1) year or more and who has worked at least 1250 hours within the previous twelve (12) month period will be granted a leave of up to twelve (12 weeks) in any rolling twelve (12) month period for birth or adoption of a child or to care for a child, spouse or parent with a serious medical condition. Any employee who has a serious medical condition which prevents the employee from working will be granted the leave without qualifying year or minimum hour requirements.

To be eligible for a leave to care for a child, spouse or parent with a serious health condition, an employee must provide, at the time the leave is requested, a certificate from a doctor or other health care provider setting forth the beginning date of the serious health condition for which the leave is sought, the probable duration of the condition, appropriate medical facts concerning the condition, a statement of why the employee is needed to care for the child, spouse or parent with an estimate of the time required. To be eligible for a leave because the employee has a serious health condition which prevents the employee from working, the employee must present, at the time the leave is requested, a certificate from a doctor or other health care provider setting forth the same kinds of information as for leaves to care for a family member, except that instead of a statement concerning the need to care for the family member, the certificate must state why the employee is unable to perform the functions of his/her position. If medically necessary that an intermittent leave be required, the doctor's or other health care provider's certificate will also show the dates and duration of the treatment to be given. The City has the right to require a second opinion from any examining doctor of its own choosing; and in the event of conflicting opinions between the doctor who issued the certificate and the doctor selected by the City, the City will select a third examining doctor or other health care provider whose opinion will be binding upon the employee and the City. The employee and members of the employee's family must render timely cooperation with the examining doctor chosen by the City and with the third examining doctor or other health care provider. Examination fees by the City's selected doctor or other health care provider and any third doctor will be paid by the City. The City may require recertification every four (4) weeks. The City will provide the certification forms.

An employee must give thirty (30) days advance notice of a request for leave for birth or adoption of a child or for planned medical treatment for the serious illness of a child, spouse or parent. If such advance notice is not possible due to unforeseeable circumstances, the employee must give as much notice as he/she can. The employee will make every effort to schedule planned medical treatment so as not to disrupt the City's operations.

If the employee and the employee's spouse work for the City, both of them together are entitled to only twelve (12) weeks leave in a twelve (12) month period to care for a newly arrived child or seriously ill parent. Leave to care for a newly arrived child must be taken within twelve (12) months of the arrival of the child.

Health insurance and life insurance coverage will continue during the leave under this Section, under the same conditions as it would have continued had the employee been working, including any employee premium contributions.

At the end of a leave under this Section, the employee is entitled to the same job or one which is equivalent in terms of benefits, pay and other terms and conditions of employment.

The provisions of this Section are to be construed so as to conform to the Family and Medical Leave Act of 1993 and applicable regulations under that Act.

### **Section 6.8 Light Duty**

A. When an employee becomes physically incapacitated (due to a non-duty related injury or illness) for the performance of normal duties of his/her position as determined by the appropriate medical authority, the employee should first use accumulated but unused sick or other forms of accrued leave. In accordance with Section 6.7, "Family and Medical Leave," leave taken for this purpose shall count toward an eligible employee's annual entitlement to 12-weeks of Family and Medical Leave. Eligibility for Family and Medical Leave is defined in Section 6.7 of this contract.

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

C. The Fire Chief or his designee shall decide on a case-by-case basis if there are light duty work assignments available that fall within the restrictions that the employee has been placed under by his/her physician(s). The distribution of light duty assignments and/or refusal to establish a light duty assignment is solely the decision of the Fire Chief or his designee, and such decision shall not be grievable.

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

E. Light duty assignments for work-related illnesses and injuries shall take precedence over non-duty related illnesses and injuries. An employee, who is working in a light duty capacity because of a non-work related illness or injury, may be displaced from that light duty

assignment if the City needs to place another employee, who has a valid work-related illness or injury, into a light duty/transitional work assignment.

F. Prior to any employee being temporarily placed into a light duty because of an off-duty injury or illness, the employee must provide to the City both a release signed by his/her physician(s) that the light duty assignment meets the requirements of the physical restrictions that the doctor has placed on the employee and a specific listing of the physical restrictions under which the employee is released to work. The purpose of the physician's release and physical restrictions listing is to ascertain if the employee is physically capable of performing the duties required of the light duty position. While working in a light duty capacity the employee must provide to the City every two weeks an updated release from his/her physician(s) establishing the current physical restrictions under which the employee is release to work.

G If at the end of the temporary reclassification to a less strenuous position and/or complete exhaustion of all accumulated leave time and/or Family Medical Leave the employee is still unable to perform the normal duties of his/her position, an extension of the temporary reclassification will not be granted and employment with the City may be terminated.

## **ARTICLE 7**

### **Section 7.1 PAID HOLIDAYS:**

The following shall be celebrated as paid holidays:

The first day of January	The second Monday in October
The third Monday in January	The eleventh day in November
The third Monday in February	The fourth Thursday in November
The last Monday in May	The Friday following the fourth
The fourth day of July	Thursday in November
The first Monday in September	The twenty-fifth day of December

The Fire Inspector shall celebrate the holidays listed above as paid holidays with the exception of the following: Instead of observing the second Monday in October, the Fire Inspector shall celebrate one half (1/2) day on December 24 and one half (1/2) day on December 31 as a paid holiday.

### **Section 7.2 QUALIFICATION FOR HOLIDAY PAY:**

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

**Section 7.3 HOLIDAY PAY:**

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

**Section 7.4 WEEKEND HOLIDAYS:**

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

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

**Section 7.5 HOLIDAY DURING VACATION:**

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

**ARTICLE 8**

**Section 8.1 VACATIONS:**

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

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

- (E) At the beginning of twenty-seven (27) years of employment, an employee will be entitled to thirty (30) working days or twelve (12) twenty-four hour shifts each year.

**Section 8.2 VACATION ELIGIBILITY:**

To be eligible for any paid vacation an employee must have completed one (1) year of employment with the City (measured from the most recent date of hire). An employee must work 2080 hours during his/her anniversary year to be eligible for a full paid vacation. An employee must work at least 1040 hours but less than 2080 hours during his/her anniversary year to be eligible for a prorated paid vacation, based upon a proration formula of actual hours worked versus 2080 hours. For purposes of computing hours worked under this Section, an overtime or premium hour counts as one (1) hour worked, time off work on vacation and holidays shall be considered as hours worked, and paid time off work on either sick leaves or leaves of absence up to a maximum of one hundred twenty (120) lost work hours shall be considered as hours worked.

The City counts all prior service credit with the State of Ohio or its political subdivisions for the purposes of computing the amount of vacation time off and assigns as an anniversary date for vacation purposes the employee's hire date with the most recent State of Ohio or political subdivision employer prior to employment with the City. This applies to all persons hired by the City before July 5, 1987. Those hired after July 5, 1987 by the City will have only prior service with the City counted for determining the amount of vacation time off and their anniversary date will be their current seniority date.

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

**Section 8.3 VACATION SCHEDULING:**

All vacations must be taken during the anniversary year following the anniversary year in which they are earned. Not more than twenty-four (24) hours of unused vacation may be carried over into a subsequent anniversary year. If the requirements of the City will cause the employee to be unable to take all of his/her vacation, the City will pay the employee for the portion of earned vacation which is unused during the employee's anniversary year. All vacation must be approved in advance by the head of the division in which the employee works, such approval being consistent with the needs of the City. A vacation list will be posted January 1 each year and employees will have until April 1 to choose vacation periods with the most senior bargaining unit employee having the first choice. Any vacation scheduled after April 1 will be granted on the basis of first in time, first in right. No more than two (2) 24 hour employees per shift can be off on vacation at the same time. Unless requested by the City, no employee will receive vacation pay in lieu of vacation time off with pay. Vacation time may be used in four (4) hour increments.

## ARTICLE 9

### Section 9.1 **INSURANCE:**

**A. HEALTH INSURANCE:** In accordance with Sections 4.2 and 6.6 of this Agreement, the City will maintain substantially equal health insurance benefits to those currently in effect as described in the respective insurance booklets. 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. The City will pay \* 100% of the cost of health insurance premiums \*The coverages provided hereunder shall be subject to the \* MMO Super Med Plus Network with a 20% steerage differential and shall be extended to dependent children residing in the household of the employee through age 20 and to dependent children of the employee attending accredited colleges and universities through age 23 subject to receipt by the City of proof of such full-time attendance. A city wide Health Insurance Committee with equal representation of labor (representative of each unit) and Management with authority to negotiate coverage changes and other health insurance benefit design modifications through consensus will be established. Within each entity majority will determine their vote. Agreement between entities must be reached before a change can be made. Said changes will be for all Employees/Unions.

**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 \$375.00 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). \* In the case of single coverage, the cost of Dental insurance will be borne 72.1% by the City and 27.9% by the employee. In the case of family coverage, the cost will be borne 78% by the City and 22% by the employee.

**E. HEALTH SAVINGS ACCOUNT:** The City agrees to investigate the feasibility of the creation of a Health Savings Account, to which employees may defer earnings, on a pre-tax basis, to spend on qualifying health care expenses. The City will report its findings as to the feasibility of such an account to the insurance committee no later than one hundred twenty (120) days after the execution of this Agreement

**F. DISABILITY BENEFITS:** The City agrees to investigate the feasibility of permitting employees covered by this agreement to obtain long and short term disability coverage at the employees' own expense. The City agrees to report its findings as to the feasibility of permitting employees to obtain long and short term disability coverage no later than one hundred twenty (120) days after the execution of this Agreement.

**Section 9.2 SICK PAY:**

**A.** 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; and non-workers compensable sickness, accident, disability and pregnancy leaves up to thirty (30) days per calendar year shall be counted as hours worked for purposes of calculating accrued sick pay. Except where sick pay accrued from previous employment is credited to an employee as required by law, a newly hired employee shall be advanced 48 hours of sick pay and will earn no further sick pay until the initial advancement has been accumulated in accordance with the formula set forth in this Section.

**B.** Accumulated, but unused, sick pay may be used by the employee because of personal illness, accident or disability (including pregnancy of the employee) in accordance with Sections 6.1, 6.7 and 9.3 of this Agreement. Paid sick pay will not be used for the purpose of attending workers' compensation hearings or appeals. \* Up to seven (7) work days, or two 24 hour shifts per calendar year, of accumulated, unused sick pay may be used because of non-FMLA eligible illness or injury in the employee's immediate family. Immediate family shall mean spouse, child, parent, grandparents residing in the household of the employee, or an individual whose relationship to the employee is equivalent to one of these categories. \* F.M.L.A. eligible use of sick pay shall be charged against eligibility for family medical leave under Section 6.7 of this Agreement. Sick pay may not be used for an absence due to an injury or illness arising out of or in the course of employment with another employer where such injury or illness is compensable by workers' compensation. The most recent sick pay credit earned will be the first to be used.

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

**D.** An employee may continue to accumulate unused sick pay without limit. Upon retirement, under the appropriate State of Ohio retirement system after ten (10) years of credited service (except for disability retirements which will not require credited service minimum) or upon death, or upon termination of employment, other than for disciplinary reasons, after fifteen (15) years of service with the City of Perrysburg, an employee will be paid for accumulated, unused sick pay as follows:

An employee will be paid for one-fourth (¼) of the first 1000 hours of sick pay accrued and unused, one half (½) of the next 1250 hours of sick leave accrued and unused and all of the next 125 hours of sick leave accrued and unused, not to exceed, in the aggregate, a total of 1000 hours.

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

**Section 9.3 ACCIDENT COMPENSATION:**

**A.** An employee injured while at work for the City through no fault of his/her own and not in violation of City safety rules, regulations or practices and who is unable to

perform his/her regular job duties will receive his/her regular base pay for up to one (1) year. Accident compensation will be available for Workers' Compensation leaves under Section 6.7 of this Agreement.

**B.** To be qualified for accident compensation or continued accident compensation, the City may require the same types of proof of continuing disability as are required for sickness, accident or disability leaves under Section 6.1 or Section 6.7, whichever is applicable.

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

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

#### **Section 9.4 RETIREMENT BENEFITS:**

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

#### **Section 9.5 DEFERRED COMPENSATION:**

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

### **ARTICLE 10**

#### **Section 10.1 UNION REPRESENTATION:**

**A.** 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 two (2) employees who shall be designated at the outset of 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.

**B.** Upon written request from the Union to the Mayor or Mayor's designee, the City will, in a manner consistent with the Ohio Public Employees Bargaining Act, either provide the Union with access to or provide the Union with public information, the disclosure of which is not prohibited by law, provided such information is demonstrably relevant to the Union's role as collective bargaining representative and/or for the processing of a particular grievance. Said written request shall set forth in detail the kinds of information requested and the reason(s) for such request.

#### **Section 10.1.1 LABOR-MANAGEMENT COMMITTEE**

**A.** 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 Committee shall be comprised of three representatives of the City and three representatives of the Union's choosing, unless otherwise agreed to for purposes of specific meetings.

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

1. Administration of this Agreement;
2. Changes made by the City, which the wages, hours terms, or other conditions of employment of bargaining unit members
3. Grievances, which have not been processed beyond the final step of the Grievance Procedure, when such discussions are mutually agreed to by the parties;
4. General information of interest to the parties;
5. Union representatives' opportunity to share the views of their members and/or to make suggestions on subjects of interest to their members;
6. Ways to improve efficiency and work performance;
7. Training matters; and
8. Uniforms.

C. To the extent possible Labor Management Meetings shall be scheduled outside the regularly scheduled hours or work of the participating employees. Employee representatives attending Labor Management meetings shall be paid as if on a regular duty shift for hours spent in such meetings, if they occur during the employees' regularly scheduled hours of work

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

#### **Section 10.2 SAVINGS CLAUSE:**

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

#### **Section 10.3 ADDRESSES/PHONE NUMBERS:**

For purposes of this Agreement, it shall be the sole responsibility of each employee to inform the City in writing of the employee's current address and current telephone number at which he/she can be reached within five (5) working days following the effective date

of this Agreement and thereafter within five (5) working days of any change in either address or telephone number. The City shall provide forms for such changes. The change form shall be delivered to the Human Resources Office and the City shall change the employee's records, file a copy of the form in the employee's personnel file and provide the Union with a copy. For purposes of this Agreement, the City shall have a right to rely upon the most current address and telephone number for an employee as shown on the City records.

**Section 10.4 NONDISCRIMINATION:**

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

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

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

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

**Section 10.5 PAY PERIODS:**

Pay periods for all employees shall be biweekly. Pay days shall be every other Friday, unless the selected Friday falls on a holiday on which employees do not normally work. In such event, pay day shall be on the first regular work day preceding such holiday.

**Section 10.6 ATTENDANCE AT CONFERENCES:**

Employees authorized or directed by the Mayor or City Administrator to attend a conference, convention, school, seminar, workshop or other training or educational function relating to the employee's duty assignment or other function of municipal concern will be reimbursed for the employee's reasonable and necessary expenses incurred, such as registration fees and tuition, meals, lodging, gratuities, vehicle parking, tolls and common carrier fares. Reimbursement for meals and gratuities for meals will be up to (a) \$5.00 for breakfast, (b) \$7.00 for lunch and (c) \$12.00 for dinner, not to exceed \$24.00 per day; provided that if the conference encompasses the period of more than one meal, the per meal allowance may be aggregated so long as the total does not exceed the sum of the totals permitted for the meals encompassed or the daily maximum, whichever is less; and provided further that there shall be no reimbursement for the cost of any alcoholic beverages. When travel is directed in the employee's own vehicle, the employee will be reimbursed at the rate per mile as authorized by the State of Ohio at the time of travel. No reimbursement will be

made without proof or certification of such expenditures submitted with the employee's claim for reimbursement. When payment in advance of attendance and travel is authorized by the Mayor or City Administrator any amount due and owing the City by the employee shall be repaid to the City upon the employee's completion of attendance and travel. Employees will not be compensated for hours of attendance at the foregoing functions unless they were otherwise scheduled to work those hours or the Fire Chief authorizes the pay in writing in advance of the function. The subject of Training shall be referred for discussions between the parties through their joint Labor Management Committee.

**Section 10.7 UNIFORMS:**

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

**B. UNIFORMS GENERALLY:** There will be several vendors from whom the uniform items or services in connection therewith can be supplied. All expenditures under the provisions of this Section must be authorized by the Fire Chief and the Public Service-Safety Director with payment in all cases being made by the City directly to the vendor supplying the uniform item or services in connection therewith. The balance of each individual account will be carried over but shall not accumulate to more than \* one thousand dollars (\$1000.00); provided that balances existing on \* the date of execution of this contract in excess of \* one thousand dollars (\$1000.00) shall remain available to employees until they have used such sums down to the allowable maximum of \* one thousand dollars (\$1000.00.) The balance of any individual account will be turned over to the City General Fund when an employee leaves employment of the Fire Division. All uniforms and equipment provided or purchased pursuant to this Section shall be kept in acceptable condition and must be returned to the City when the employee's employment with the Fire Division is voluntarily or involuntarily terminated. Failure of an employee to comply with the requirements of the preceding sentence shall be cause for deducting the reasonable value of uniform items from moneys otherwise due the employee.

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

**C. UNIFORM LAUNDERING:** A \* two hundred \* dollar (\$200.00) per year uniform cleaning allowance shall be established for each \* member covered by this Agreement \* shall be paid with the first pay in July.

**D. SAFETY GLASSES AND SAFETY SHOES:** The City will permit employees to purchase prescription safety glasses and safety shoes at whatever cost savings the City is able to obtain from Vendors.

\*

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

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

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

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

**Section 10.9 AGENCY SHOP:**

All employees in the bargaining unit who, sixty (60) days from the date this Agreement is signed or upon completion of the probationary period or extended probationary period, whichever is later, are not members in good standing of the Union shall pay a fair share fee to the Union as a condition of employment. The fair share fee amount shall be certified to the City by the Treasurer of the Union. The deduction of the fair share fee by the City from the payroll check of an employee is automatic and does not require written authorization of the employee. The Union shall prescribe an internal rebate procedure which conforms to applicable law including Ohio Revised Code Section 4117.09(C). Payment to the Union of the fair share fee shall be made in accordance with the regular dues deduction as provided in Section 10.8. This fair share agreement between the City and the Union does not require any employee to become a member of the Union, nor shall the fair share fee exceed dues paid by the members of the Union, nor shall the fair share fee exceed dues paid by members of the Union who are in the same bargaining unit. The provisions of Section 4117.09(C), paragraph 3, of the Ohio Revised Code, apply in regard to bargaining unit employees who assert conscientious objections to payment of a service fee. The Union agrees to indemnify, defend and hold the City harmless against any claim made or any suit instituted by an employee or others representing an employee as a result of the City's compliance with the provisions of this Section.

**Section 10.10 BULLETIN BOARD:**

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

**Section 10.11    SUBCONTRACTING:**

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

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

- (1) An employee facing permanent layoff shall have the right to bump a less senior employee within the same bargaining unit provided he/she has the skill and ability to perform the job. Such an employee shall have a ten (10) working day trial period in which to demonstrate he/she has the necessary skill and ability to perform the job, at the end of which the employee will be permanently laid off if he/she is unable to demonstrate such skill and ability.
- (2) An employee who is unable to bump another employee or who is unable to demonstrate the necessary skill and ability during the trial period and will thus be permanently laid off will be entitled (a) to have his/her health insurance paid by the City for a period of six (6) months or until he/she begins employment with another employer, whichever is the lesser period of time and (b) one (1) week's severance pay for each one (1) year's service with the City.

**Section 10.12    COLLECTIVE AGREEMENTS:**

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

**Section 10.13    LOSS OF EMS CERTIFICATION**

An employee whose EMS certification is suspended or revoked shall notify the Fire Chief as soon as possible and in no event no later than 72 hours after the employee learns of the suspension or revocation.

If the employee's EMS certification is suspended or revoked, at the discretion of the Fire Chief, the employee may be placed in an assignment in which the employee may perform his/her duties without such EMS certification. The exercise of the Fire Chief's discretion shall not be subject to the grievance procedure of this agreement.

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

If the employee's EMS certification is suspended or revoked for more than one year and (s)he is not assigned to perform his/her duties without such EMS certification the employee may be terminated from employment.

**Section 10.14      LOSS OF DRIVER'S LICENSE/WORK PRIVILEGES**

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

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

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

If the employee has a license suspension or revocation of more than one year, or is unable to obtain driving privileges and (s)he is not assigned to perform his/her duties without driving, the employee may be terminated from employment.

**Section 10.15      INSURABILITY OF VEHICLE OPERATORS**

If a core job duty of an employee is to operate a vehicle and the employee is uninsurable or insuring the employee would require an increase in the cost of insurance, the employee may utilize his/her City seniority to transfer to another job in the bargaining unit for which he/she is qualified. The employee may be allowed the option of paying the difference between the normal premium cost and an cost increase due to that employee's driving record, if the employee is insurable, before the employee would be required to transfer or be laid off.

**Section 10.16      COMPLETE AGREEMENT:**

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

**ARTICLE 11**

**Section 11.1      CLASSIFICATIONS OF PAY:**

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

The City shall notify and discuss with the Union any new classification and the rate or rates of pay assigned thereto under this Agreement. After discussion with the Union, the City shall notify the Union in writing of the classification and rate or rates of pay assigned thereto not less than fourteen (14) calendar days prior to the date the new classification is to take effect. In the event the Union disagrees with the rate or rates of pay assigned to the new classification, the Union may file a grievance at Step 4 of the Grievance and Arbitration Procedure within seven (7) calendar days of when the Union receives the written notice from the City.

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

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

**Section 11.2 LONGEVITY PAY:**

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

**Section 11.3 WORK PERFORMED OUT OF CLASSIFICATION:**

A. During the time an employee is assigned to perform all of the regular duties in another classification within the bargaining unit, he/she shall receive an additional eighty \* cents (.80) per hour above his/her regular rate of pay. Work performed in another classification within the bargaining unit for less than four (4) hours shall not be considered as work out of classification for purposes of this Section.

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

**Section 11.4 CALL IN PAY:**

Any employee called in to work other than during his regularly scheduled work period shall be guaranteed a minimum of two (2) hours work or two (2) hours pay in lieu thereof at the applicable rate. Any other call-ins during the same two (2) hour period will not be considered as an additional call and would not trigger an additional two (2) hour guarantee. The two (2) hour guarantee will not apply when an employee is called in within two (2) hours of the scheduled start of his/her shift. This Section shall apply to any employee, including those receiving standby pay.

**Section 11.5. FIRE SAFETY INSPECTOR STIPEND**

A fire fighter/paramedic assigned to serve as Fire Safety Inspector shall receive, in addition to his regular hourly pay, a stipend of \$.60 per hour for each hour actually worked in the assignment as Fire Safety Inspector. This stipend shall not constitute part of the employee=s regular hourly rate of pay for overtime purposes or for any other purpose under this Agreement except section 5.2(a) nor shall it apply to any hours of work performed outside of his/her assignment as Fire Safety Inspector.

**ARTICLE 12**

**Section 12.1 NO STRIKE/NO LOCKOUT:**

During the term of this Agreement, the Union and its members, individually and collectively, will not cause or take part in any strike, picketing, slow-down or other curtailment or restricting or interfering with work of the City. The City agrees not to engage in any lockout during the term of this Agreement. The parties recognize the right of the City to take disciplinary action, including discharge, against any employee or employees who instigate or participate in a violation of this Section, whether such action is taken against all of the instigators or participants or against only selected instigators or participants. When the City determines that a violation of this Section is occurring, it shall immediately make every reasonable attempt to notify the Union of such occurrence and the Union shall immediately make every reasonable attempt to cause the employees to cease violating this Section. For the first four (4) hours following the commencement of a violation of this Article, the City shall have the right to take any disciplinary action short of discharge. Thereafter, the City shall have the right to take any disciplinary action including discharge. Any employee disciplined or discharged for violation of this Section shall have recourse to the Grievance and Arbitration Procedure under this Agreement solely as to the issue of whether or not the employee instigated or participated in a violation of this Section, but not as to disciplinary action taken. Disciplinary action taken shall not be appealable to the State Personnel Board or Review. The City shall have the right to seek such remedies as a court may deem appropriate for a violation of the provisions of this Article.

**ARTICLE 13**

**Section 13.1 DURATION OF AGREEMENT:**

This Agreement shall be effective from November 5, 2009 except as otherwise specifically provided herein, and shall continue in effect through February 28, 2012 and shall continue in full force and effect from year to year unless written notice of desire to cancel, terminate or modify the contract in whole or in part is served by either party on the other at least sixty (60) days prior to the expiration date. When a notice to cancel, terminate or modify this Agreement is timely served, both parties are free to make whatever proposed amendments, additions, or deletions they so choose.

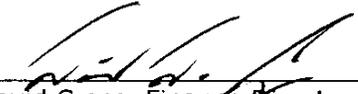
**IN WITNESS WHEREOF**, the parties hereto have signed and executed this Agreement and several other copies hereof this 5th day of November, 2009.

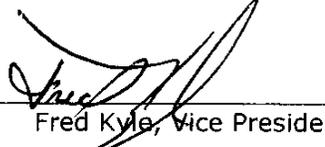
CITY OF PERRYSBURG

INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS, LOCAL 3331,  
PERRYSBURG FIREFIGHTERS

By   
Nelson Evans, Mayor

By   
Tom Granata, President

By   
David Creps, Finance Director

By   
Fred Kyle, Vice President

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

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**FIRE UNIT**



**Section A-1: Hourly Wage Matrix FIREFIGHTER UNIT**

Years		1	1	1	1	2	2	2		
STEP		A	B	C	D	E	F	G	H	
	Grade									
March 2009	14	\$20.20	\$21.23	\$22.29	\$23.41	\$24.60	\$25.84	\$26.49	\$27.15	
	0.00%	14*	\$16.17	\$16.99	\$17.83	\$18.71	\$19.66	\$20.68	\$21.20	\$21.73
		15	\$21.00	\$22.03	\$23.09	\$24.21	\$25.40	\$26.64	\$27.29	\$27.95
		15*	\$16.97	\$17.79	\$18.63	\$19.51	\$20.46	\$21.48	\$22.00	\$22.53
		16	\$21.73	\$22.83	\$23.95	\$25.16	\$26.44	\$27.78	\$28.48	\$29.19
		16*	\$17.37	\$18.25	\$19.17	\$20.13	\$21.14	\$22.21	\$22.76	\$23.35
March 2010	14	\$21.46	\$22.56	\$23.68	\$24.87	\$26.14	\$27.46	\$28.15	\$28.85	
	6.25%	14*	\$17.18	\$18.05	\$18.94	\$19.88	\$20.89	\$21.97	\$22.53	\$23.09
		15	\$22.31	\$23.41	\$24.53	\$25.72	\$26.99	\$28.31	\$29.00	\$29.70
		15*	\$18.03	\$18.90	\$19.79	\$20.73	\$21.74	\$22.82	\$23.38	\$23.94
		16	\$23.09	\$24.26	\$25.45	\$26.73	\$28.09	\$29.52	\$30.26	\$31.01
		16*	\$18.46	\$19.39	\$20.37	\$21.39	\$22.46	\$23.60	\$24.18	\$24.81

† Wage increases shall become effective with the first full pay period of the month indicated.

**SECTION A-2 CLASSIFICATIONS AND GRADES (FIRE):**

<b><u>CLASSIFICATION</u></b>	<b><u>GRADE</u></b>
ASSISTANT FIRE CHIEF	16*
<u>LIEUTENANT/FIRE INSPECTOR</u>	<u>15*</u>
FIREFIGHTER/PARAMEDIC	14*

**SECTION A-3 SALARY INCREASES:**

- A. For the first year of the Agreement there will be a \* zero percent (0%) increase in the salary matrix.
- B. For the second year of this Agreement, there will be a six and on-quarter percent (6.25%) increase in the salary matrix.
- C. \* Between September 1 and October 1, 2010, either party may, by written notice to the other, reopen negotiations for wage rates to be effective on or after the first pay period in March 2011. This wage re-opener provision shall cease to have effect upon the expiration of this Agreement (February 29, 2012).

**SECTION A-4: OVERTIME RATES**

Fire Division employees working 24/48 schedules will be paid overtime based upon the Grade 14, Grade 15, or Grade 16 rate, as applicable.

**FIRE UNIT**  
**APPENDIX "B"**

**CITY OF PERRYSBURG**  
**FIRE FIGHTER UNIT**  
**PROGRAM FOR SUBSTANCE ABUSE**

1. No employee will be tested more than twice during a calendar year<sup>1</sup> for drug abuse unless there exists probable cause<sup>2</sup> to believe that the employee to be tested is under the influence of illegal drugs or alcohol or in the event of an injury accident. The supervisor or a member of management must document in writing who is to be tested and why the testing was ordered. Any employee refusing to submit to the drug test or refusing to sign the release and authorization will be charged with insubordination. A union representative will be present if requested by the employee during any meeting with the employee. Failure to follow any of these procedures shall result in the elimination of the test results as if no test had been administered. The test results shall be destroyed and no discipline shall be levied against the employee.
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.

**DRUG**

**SCREENING TEST**

**CONFIRMATION**

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<sup>1</sup>Selections of employees for random testing shall be made on an anonymous basis from Employee numbers by the testing laboratory (currently St. Lukes Hospital). Random testing will only occur as part of a universal program affecting all personnel of the City.

<sup>2</sup> Detecting the odor of alcohol on breath constitutes probable cause.

Amphetamines	1000 ng/ml Amphetamine	500 ng/ml GC-MS
Barbiturates	300 ng/ml Barbiturate	300 ng/ml GC-MS
Opiates	300 Morphine & Opiates	500 ng/ml GC-MS
Benzodiazepine	300 ng/ml Oxazepam	500 ng/ml GC-MS
Cannabis	100 ng/ml Delta-THC	15 ng/ml GC-MS
Cocaine	300 ng/ml Metabolite	150 ng/ml GC-MS
PCP	25 ng/ml PCP	25 ng/ml GC-MS

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 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 drug testing. The Union shall be held harmless for the violation of any worker rights arising from the administration of the drug testing program.
9. This Article is in no way intended to supersede or waive an employee's federal or state constitutional rights.

RELEASE AND AUTHORIZATION

I, the undersigned, do hereby acknowledge to be tested under the City's Substance Abuse Program, as negotiated with the IAFF Local 3331. Further, I give permission to \_\_\_\_\_ (Name of Testing Lab) to release the results of tests to the Human Resources Manager or his/her designee who shall be responsible for their confidentiality.

/ / I request a split sample to be sent to \_\_\_\_\_  
(Name of Testing Lab).

Employee

**FIRE UNIT**

**LETTER OF UNDERSTANDING NO. 1**

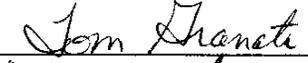
**NO SMOKING/TOBACCO PRODUCTS**

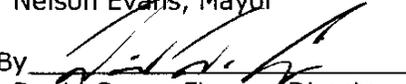
Smoking, and effective 90 days from the date of execution hereof all use of tobacco products, inside the Fire Division building or in Fire Division vehicles or in any other facilities where it is prohibited/restricted under a Collective Bargaining Agreement between the City and any other Bargaining Unit will not be permitted. Any employee covered by this Agreement who violates the rule will be subject to discipline under the provisions of Section 3.4 of this Agreement. Affected employees may seek cessation assistance through the employee assistance program of the City.

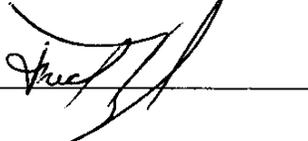
CITY OF PERRYSBURG

INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS LOCAL 3331, PERRYSBURG  
FIREFIGHTERS

By   
Nelson Evans, Mayor

By   
Tom Tranetti

By   
David Creps, Finance Director

By   
[Signature]

**FIRE UNIT**

**LETTER OF UNDERSTANDING NO. 2**

**FIRE INSPECTOR STAFFING**

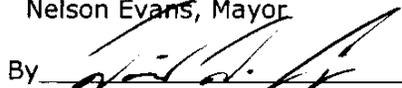
It is understood by the City and the Union that the Fire Inspector will not be counted at anytime when determining the requisite number of employees who will be actively working.

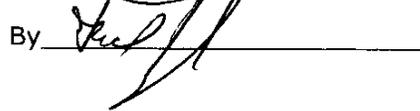
CITY OF PERRYSBURG

INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS LOCAL 3331, PERRYSBURG  
FIREFIGHTERS

By   
Nelson Evans, Mayor

By 

By   
David Creps, Finance Director

By 

Dated: November 5, 2009

**FIRE UNIT**

**LETTER OF UNDERSTANDING NO. 3**

**INPUT REGARDING CHAIN OF COMMAND FOR SECOND FIRE STATION**

The City will seek bargaining unit input before implementing staffing for a two station format. Discussions shall commence not later than ground breaking for the second station and shall be completed not later than 6 months before the scheduled opening of the second station.

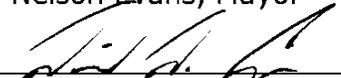
Any position established in the chain of command structure for the two station format above entry level shall be filled pursuant to the provisions of Section 4.5 of the Collective Bargaining Agreement.

CITY OF PERRYSBURG

INTERNATIONAL ASSOCIATION  
FIREFIGHTERS LOCAL 3331,  
PERRYSBURG FIREFIGHTERS

By   
Nelson Evans, Mayor

By 

By   
David Creps, Finance Director

By 

Dated: November 5, 2009



*Spengler Nathanson*  
P.L.L.  
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November 9, 2009

2009 NOV 12 P 12:10

STATE EMPLOYMENT  
RELATIONS BOARD

State Employment Relations Board  
65 East State Street, 12<sup>th</sup> Floor  
Columbus, Ohio 43215-4213

**RE: City of Perrysburg and IAFF, Local 3331, Perrysburg Firefighters  
Collective Bargaining Agreement (2009-2012)**

To Whom It May Concern:

Enclosed for your records please find an original, executed Collective Bargaining Agreement with regard to the above-captioned parties.

If you have any questions or require additional information, please contact me at your earliest convenience.

Yours truly,

**SPENGLER NATHANSON P.L.L.**

David M. Smigelski

DMS:mjm

Enclosures

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