

Perrysburg – IAFF – 2024 - 2026 CBA - FINAL – 01.16.24



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COLLECTIVE BARGAINING AGREEMENT

2024 - 2026

between the

CITY OF PERRYSBURG

and the

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL 3331**

SERB Case No. - 2023-MED-09-0835

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FIRE UNIT AGREEMENT

1
2
3 This Agreement made and entered into as of the 16th day of January, 2024 in the City of Perrysburg,
4 County of Wood, State of Ohio, by and between the City of Perrysburg, Ohio (herein called the
5 City) and the International Association of Firefighters, Local 3331, Perrysburg Firefighters, its
6 successors and assigns (herein called the Union).
7

8
9 **ARTICLE 1**

10
11 **Section 1.1 RECOGNITION:**

12
13 The City recognizes the Union as the exclusive representative for bargaining concerning wages,
14 hours or terms and conditions of employment for all full-time non-probationary employees in the
15 classifications of firefighter/paramedic, lieutenant, and captain, but excluding the Fire Chief,
16 Deputy Fire Chief and all other employees of the City of Perrysburg.
17

18 The Union is recognized as the bargaining agent for the purposes of establishing wages, hours of
19 work, the handling of grievances and all other terms and conditions of employment.
20

21 In the event jobs currently within the bargaining unit are changed or new positions are created, the
22 parties will meet to determine if such positions shall be included in the bargaining unit. Thereafter,
23 the matter will be submitted to SERB, either jointly or individually, for determination.
24

25 **Section 1.2 PART-TIME:**

26
27 Up to two (2), twenty-four (24) hour shifts per day may be assigned to part-time firefighters to
28 allow for one (1) part-time firefighter at each station. Part-time firefighters shall not count
29 toward daily staffing levels.
30

31 **Section 1.3 DAY(S) DEFINED:**

32
33 “Day” shall mean calendar day unless otherwise specified.
34

35 “Work day” or “Working days” shall mean the days the Administration works, normally Monday
36 through Friday and not including Holidays observed by the Administration.
37

38 **ARTICLE 2**

39
40 **Section 2.1 MANAGEMENT RIGHTS:**

41
42 The City reserves all rights, powers and authority customarily exercised by management except as
43 expressly modified by specific language of this Agreement. Such rights, powers and authority
44 shall include, but not be limited to, the determination and implementation of functions and
45 programs; the standards of services; the utilization of technology; the organizational structure; the
46 direction of, supervision, evaluation or hiring of employees; the maintenance and improvement of
47 efficiency and effectiveness of the City's operations; the determination of the overall methods,

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1 processes, means or personnel by which the City's operations are to be conducted including the
2 contracting out of work; the suspension, discipline, demotion, discharge of employees for just
3 cause, the layoff, transfer, assignment, scheduling, promotion or retention of employees; the
4 determination of the adequacy of the work force; the determination of the overall mission of the
5 City as a unit of government; the effective management of the work force; the taking of actions to
6 carry out the mission of the City as a governmental unit; and the making, modification and
7 application of rules and regulations for safety, efficiency and discipline.

8
9 Section 2.2 WORK RULES

10
11 The City reserves the right to implement, alter and/or amend reasonable rules governing the safety,
12 health and conduct of employees, a violation of which shall be among the causes for discharge or
13 other disciplinary action. Prior to the implementation of any rule which would subject an employee
14 to discipline or discharge, the City will discuss the rule with the Union. After a discussion with
15 the Union, the City will post any new rule for a period of fourteen (14) calendar days prior to its
16 implementation.

17
18 **ARTICLE 3**

19
20 Section 3.1 GRIEVANCE AND ARBITRATION STEPS:

21
22 It is the mutual desire of the City and the Union to provide for the prompt adjustment of grievances
23 in a fair and reasonable manner, with a minimum amount of interruption of work schedules. Every
24 reasonable effort shall be made by both the City and the Union to effect resolution of grievances
25 at the earliest step possible.

26
27 A grievance shall mean any difference which arises between the City and the Union or any
28 employee covered by this Agreement regarding the meaning or application of the provisions of
29 this Agreement or work rules.

30
31 The grievance and arbitration procedure under this Agreement shall take the place of any appeal
32 to the State Personnel Board of Review or the City of Perrysburg Civil Service Commission.
33 Nothing in this section shall prevent the parties from mutually agreeing in writing to submit a
34 grievance directly to arbitration in order to expedite the process for reaching a decision if the
35 circumstances warrant it.

36
37 Any employee may withdraw a grievance at any point by submitting a written statement to that
38 effect, or by permitting the time requirements at any step to lapse.

39
40 The time limits provided for herein are to be strictly adhered to and may be waived and/or
41 otherwise extended upon mutual consent of the parties, provided however, that any grievance not
42 answered by the City within the required time limits may be advanced by the union to the next
43 step in the grievance procedure.

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1 Grievances shall be processed in the following manner:
2

3 **STEP 1 - FIRE CHIEF/DESIGNEE:** The aggrieved employee shall within five (5) working days
4 from the date the employee knew or should have known (notice) of the incident or facts giving rise
5 to the grievance present the grievance orally with the Fire Chief or his/her designee. If a
6 satisfactory settlement is not achieved within five (5) working days of submission to the Fire Chief,
7 the employee shall reduce the grievance to writing and present it to the Human Resources Manager
8 within two (2) working days.
9

10 When two (2) or more employees allege that a common violation has occurred, one grievance may
11 be written for the grieving employees. Each grieving employee shall sign the grievance. In the
12 case of multiple employees signing a single grievance, the employees shall reduce the grievance
13 to writing and submit it to the Human Resource Manager with the signatures of the affected
14 employees within ten (10) working days.
15

16 **STEP 2 - HUMAN RESOURCE MANAGER:** Within Ten (10) working days of when the
17 grievance is reduced to writing and submitted to the Human Resources Manager at Step 2,
18 representative(s) of the grievance committee and the grievant shall meet with the Human
19 Resources Manager or his/her designee and the Fire Chief. The City will provide the Union with
20 its answer in writing within five (5) working days of the date of the Step 2 meeting.
21

22 **STEP 3 - MAYOR/DESIGNEE:** If appealed to step three (3) by the Union within five (5)
23 working days of when the City gives its Step 2 answer, within an additional ten (10) working days,
24 representative(s) of the grievance committee and the grievant shall meet with the Mayor or the
25 Mayor's designee, the Human Resources Manager and such other City officials as the Mayor or
26 the Mayor's designee deems appropriate. The City will provide the Union with its final answer in
27 writing within five (5) working days of the date of the Step 3 meeting. The City's final answer
28 shall be final and binding upon the Union and all affected employees unless appealed to Step 4 by
29 the Union in writing and received by the City within five (5) working days of the date the City's
30 Step 3 is delivered to a Union officer of the Grievant.
31

32 **STEP 4 - ARBITRATION:** If no satisfactory settlement is achieved between the City and the
33 Union at Step 3 and timely appeal is made by the Union, the grievance may be submitted to
34 arbitration.
35

36 **MEDIATION:** Within five (5) working days after the City receives the timely appeal to Step 4,
37 either party may request, and the parties may mutually consent to submit the grievance for
38 expedited mediation by a federal mediator from the Toledo office of the FMCS or from the State
39 Employment Relations Board. The arbitration proceeding shall be stayed during the pendency of
40 such mediation.
41

42 **SELECTION OF ARBITRATOR:** Within the later of ten (10) working days after the City
43 receives the timely appeal to Step 4, or ten (10) working days after the mediation session, if
44 applicable, representatives of the City and the Union shall attempt to select a neutral arbitrator to
45 hear and determine the matter being referred to arbitration. If the representatives of the City and
46 the Union are unable to agree upon a neutral arbitrator within the ten (10) working day period

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1 mentioned above, the City and the Union shall jointly petition the Federal Mediation and
2 Conciliation Service no later than ten (10) working days after the City receives the Union's timely
3 appeal to Step 4. The Federal Mediation and Conciliation Service shall submit a panel of seven (7)
4 arbitrators from which panel an arbitrator shall be selected by striking names or by mutual
5 agreement of the City and the Union. Subsequent panels of arbitrators may be requested where
6 either the City or the Union determines none of the arbitrators on the panel is acceptable. The City
7 or the Union, or both, shall notify the Federal Mediation and Conciliation Service of the name of
8 the arbitrator selected.

9
10 Section 3.2 POWERS OF ARBITRATOR AND COSTS OF ARBITRATION:

11
12 The arbitrator shall only have jurisdiction and authority to interpret, apply and determine
13 compliance with the provisions of the Agreement, but shall not have jurisdiction or authority to
14 add to, detract from or alter the terms of this Agreement in any manner nor shall the Arbitrator
15 have the jurisdiction or authority to assess a penalty or to determine any matter which might be
16 construed as an interest arbitration except as may be expressly provided herein. Inadvertent errors
17 in application of the provisions of this Agreement by the City shall not be construed to be an
18 enforceable practice.

19
20 The decision of the arbitrator shall adequately set forth the issue or issues to be decided, the
21 positions of the parties, specific findings of fact, conclusions of law, and the award. The
22 arbitrator's decision and award shall be binding upon the City, the Union and all affected
23 employees unless set aside or modified by a court of competent jurisdiction. The arbitrator shall
24 render his/her award within thirty (30) days of the date of the hearing or within thirty (30) days of
25 the date briefs are filed, whichever is later.

26
27 Each party shall bear the costs of its own presentation. The cost of any transcript and attendance
28 fee shall be borne by the party arranging for the court reporter unless the other party or the
29 arbitrator orders a copy of the transcript, in either of which cases the entire cost of the transcript
30 and attendance fee shall be borne equally by the City and the Union. The expense of the arbitrator
31 shall be borne by the party losing the arbitration. In the event the arbitrator's decision is such that
32 the parties cannot agree on who lost the decision, the arbitrator will retain jurisdiction to decide
33 how his/her expenses will be apportioned between the parties.

34
35 Any agreement reached between the City and the Union in resolution of a grievance prior to
36 arbitration shall be final and binding upon the City, the Union and all affected employees;
37 provided, however, that nothing herein shall prohibit the Union and the City from agreeing that a
38 particular resolution of a grievance shall not be used as a precedent in any future cases of any kind.

39
40 Section 3.3 TIME LIMITS FOR FILING GRIEVANCES; DAYS DEFINED:

41
42 Grievances concerning discharge of an employee shall be submitted in writing at Step 4 of the
43 Grievance Procedure within three (3) working days of the date of the discharge or the date the City
44 issues its final decision following a discharge hearing, whichever is later. Copies of the grievance
45 will be provided to both the City and the Union. Any other grievance shall be submitted at Step 1
46 of the Grievance Procedure within ten (10) working days of the date the alleged violation occurred.

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

5
6 **Section 3.4 DISCIPLINE AND DISCHARGE:**
7

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

13
14 **B. MAJOR VIOLATION:** A violation of major City rules governing safety, conduct and/or
15 health of employees may be among the causes for discharge or other disciplinary action.
16 Counseling shall not be considered discipline and shall not be counted toward any progressive
17 discipline. Major violations by way of example and not by way of limitation, may be falsification
18 of any documents required by the City; unauthorized disclosure of sensitive or confidential
19 information such as tax returns or patient medical information; being under the influence of and/or
20 the unauthorized possession, sale or purchase of alcohol or illicit drugs during working hours;
21 physical violence; engaging in gross insubordination; conviction of a felony; embezzlement of
22 public funds; theft, pilferage or unauthorized possession of property, engaging in conduct or
23 encouraging others to engage in conduct in violation of this Agreement, including but not limited
24 to, the no strike provision; workplace or sexual harassment; untruthfulness; or any offense
25 involving gross misconduct.

26
27 **C. LESSER VIOLATIONS:** For violations of lesser City rules governing safety, conduct
28 and/or health of employees, progressive discipline will be used, consistent with the seriousness of
29 the offense and the work record of the employee.
30

31 **D. NOTICE OF DISCIPLINARY ACTION:** Every warning, suspension notice or
32 discharge notice shall be in writing and shall contain at a minimum the date given, the name of the
33 individual issuing it, the name of the employee receiving the warning, the nature of the alleged
34 violation and the date or dates upon which the alleged violation occurred. The employee shall
35 receive a copy and the Union shall receive a copy within ten (10) working days of the City's gaining
36 knowledge of the infraction unless the nature of the infraction requires additional investigation
37 time to be determined by the City. The investigation shall be reasonable and with notice to the
38 Union. A copy shall be retained by the City in the employee's personnel file.
39

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

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

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1 **F. COUNSELING STATEMENTS:** In lieu of disciplinary action, an employee may receive
2 a counseling statement directed to correct a work deficiency or to improve work performance.
3 Counseling is not disciplinary action and not subject to the grievance procedure. Records of any
4 counseling shall expire from the employee’s work record one (1) year after the date the counseling
5 was received.
6

7 All disciplinary actions shall be placed in a file that is separate from the employee’s personnel file
8 at the conclusion of the time periods mentioned above. No files shall exist, or be kept by the City
9 or any supervisor, containing an employee’s personal or disciplinary information, separate from
10 the employee’s official personnel and disciplinary file. Records of any counseling shall expire
11 from the employee’s work record one (1) year after the date the counseling was received.
12

13 **G. HEARING:** No employee will be discharged, demoted or suspended from employment
14 with the City without first being given the opportunity for a hearing before the Mayor or the
15 Mayor's designee.
16

17 The City shall issue its final determination in writing within seven (7) calendar days following the
18 close of the hearing with copies to the employee and to the Union. If the employee is discharged
19 suspended, or demoted as a result of the hearing, the union shall have three (3) work days following
20 the date of the City's final determination in which to file a grievance at Step 4 of the Grievance
21 and Arbitration Procedure.
22

23 **H. RESIGNATION IN LIEU OF DISCHARGE:** An employee may resign at any time
24 prior to a final discharge decision and his/her personnel file shall show a voluntary resignation. If
25 an employee resigns in accordance with this provision, the employee shall not thereafter file for
26 unemployment compensation in a manner which will cause the City liability; and if the employee
27 does so, the City will have the right to contend before the OBES that the employee was discharged
28 from employment.
29

30 Section 3.5 PERSONNEL FILES:
31

32 An employee, or the Union with the written permission of the employee, may be permitted to
33 review the employee's personnel file and copy any material found therein at any reasonable time
34 and place. Should the employee, upon review of the employee's personnel file, come across
35 material of a negative or derogatory nature, the employee may provide a written and signed
36 comment in rebuttal, mitigation or explanation of said material, which comment shall remain in
37 the employee's file so long as the negative material remains. Reviews will be conducted on the
38 employee's own time. Any material copied from the file will be at the expense of the employee or
39 the Union.
40

41 In the event the City receives a public records request for copies of materials contained in a
42 bargaining unit member’s personnel file, the employee shall be advised of the request at the time
43 the request is made.
44
45
46

Perrysburg – IAFF – 2024 - 2026 CBA - FINAL – 01.16.24Section 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 designee conducts a disciplinary hearing with an employee, the employee shall be advised of their 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. Complaints against an employee for a violation of a policy, procedure, rule or regulation shall be reduced to writing and signed by the complainant.
- B. An employee who is to be questioned as a suspect in any investigation of any criminal charge against him shall be advised of their Constitutional Rights before any questioning starts. Any internal questioning of the employee named in the criminal complaint and any administrative charges against that employee shall be delayed until after the trial stage of the criminal case provided: (1) the employee involved declines to participate in the administrative investigation and (2) the employee removes himself/herself from duty without pay.
- C. 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 refusal to answer questions or participate in such investigation may be made the basis for such a charge.
- D. 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.
- E. The employee shall be informed of the nature of the investigation prior to any questioning.
- F. The Employer may divulge the fact that a particular employee is under investigation but may not release any additional information until the investigation is completed and the employee is either cleared or charged. Prompt notice must be provided to the Bargaining Unit Steward when, upon inquiry, the Division divulges the fact that an employee is under investigation.
- G. 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.
- H. 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.
- I. 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

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1 conducted, upon the consent of the employee under investigation, the result of such
2 examination shall not be used by either party for any purpose in a subsequent court action.

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

8
9
10 **ARTICLE 4**

11
12 **Section 4.1 SENIORITY:**

13
14 Seniority or City-wide seniority shall be defined as the length of service with the City measured
15 from the employee's most recent date of hire unless otherwise specified in this Agreement.

16
17 Bargaining unit seniority shall be defined as the length of service in the bargaining unit measured
18 from the employee's most recent date of employment in the bargaining unit.

19
20 Classification seniority shall be defined as the length of service in an employee's regularly assigned
21 classification measured from the employee's most recent date of employment in that classification.

22
23 **Section 4.2 PROBATIONARY PERIOD:**

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

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

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

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

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1 Section 4.3 LOSS OF SENIORITY:
2

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

12 Section 4.4 LAYOFF/RECALL:
13

- 14 A. **LAYOFF**: When there is a reduction or displacement in the work force, temporary and
15 probationary employees in affected classifications covered by this Agreement shall be laid
16 off before employees with seniority. Employees in each affected classification will then
17 be laid off beginning with the employee with the least classification seniority. Employees
18 will be provided at least fourteen (14) calendar days' advance written notice which states
19 the reasons for the layoff.
20
- 21 B. **BUMPING**: An employee who is about to be laid off may bump an employee with less
22 bargaining unit seniority in a lower rated classification within the Fire Division provided
23 he/she has the ability to perform the work. Employees may exercise said displacement
24 rights by giving the City written notice of their intent to do so within seven (7) days of
25 receipt of notice of a layoff
26
- 27 C. **PAY**: An employee who bumps into a lower rated classification will retain the same step
28 level but receive the appropriate pay for the lower classification. An employee who returns
29 to his/her former classification after a layoff or a bump shall do so at the same step level,
30 he/she would have been in but for the bump or layoff.
31
- 32 D. **RECALL**: An employee who is laid off or displaced will be placed on a recall list for
33 his/her respective bargaining unit and will remain on the list until the earliest of the
34 following occurs; (1) the employee is recalled in order of classification seniority to his/her
35 former classification within the Fire Division; (2) the employee refuses a recall to his/her
36 former classification; or (3) the employee is laid off for a period of time equal to his/her
37 bargaining unit seniority at the time of the layoff not to exceed a total of eighteen (18)
38 months.
39

40 In the event of a vacancy in the Fire Division, an employee on the recall list will be eligible for the
41 same Civil Service Commission and subsequent City consideration as any employee not on layoff.
42

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

Perrysburg – IAFF – 2024 - 2026 CBA - FINAL – 01.16.24**Section 4.5 VACANCIES; PROMOTIONAL POSITIONS; LATERAL TRANSFERS**

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

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

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

Posting of Promotional Positions: 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.

Selection for Position: 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.

Promotional Probationary Period: A current City employee chosen to fill the vacancy will have a probationary period up to a maximum of one hundred eighty (180) 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 probationary 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.

Pay Rate Upon Promotion: 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.

Valid Civil Service Lists: 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.

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

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

7
 8 Section 4.6 SENIORITY WHILE OUTSIDE BARGAINING UNIT

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

16
 17
 18 **ARTICLE 5**

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

21
 22 Employees working twenty-four (24) hour shifts will normally work from 7:00 a.m. to 7:00 a.m.
 23 the following day and will normally have forty-eight (48) consecutive hours off duty. They shall
 24 receive Kelly days to be taken on the basis of one every twenty-eight (28) days. All Kelly Days
 25 must be taken within the twenty-eight (28) day period and may not be carried over. All Kelly Days
 26 must be scheduled in accordance with Section 8.3.

27
 28 Their straight time hourly rate for Grade 14*, Grade 15*, or Grade 16*, as appropriate, will be
 29 based upon 2600 hours per year. Their overtime rate will be one and one-half (1½) times the
 30 appropriate straight time hourly rate at Grade 14, Grade 15, or Grade 16. Bi-weekly pay will be
 31 based upon 100 hours for the employee's regular schedule plus overtime as described in Section
 32 5.2.

33
 34 Beginning in 2025: In order to more evenly divide the responsibility of staffing the Fire Division
 35 on holidays, every February 29th shall be worked in the following manner:

- 36 A. The shift scheduled to work February 28th will remain on duty for the first eight (8) hours
 37 of February 29th. These hours shall be 0700 -1500.
 38 B. The shift scheduled to work February 27th shall report to duty on the second eight hours
 39 of February 29th. These hours shall be 1500 -2300.
 40 C. The shift scheduled to work February 26th shall return to duty on the third eight (8) hours
 41 of February 29th. These hours shall be 2300 hours of February 29th to 0700 hours of
 42 March 1. This shift shall remain on duty for the following 24 hours of duty, after which
 43 the alphabetical rotation of the shifts will continue.

44
 45 Beginning in 2025: A member who works his/her allotted eight (8) hour Leap Day shift will be
 46 paid eight (8) hours at their straight rate of pay.

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

7
8 Section 5.2 OVERTIME PAY:

9
10 Overtime Pay. For employees on twenty-four (24) hour shifts, all work performed beyond the end
11 of the normal shift or when the employee is recalled to work, or in excess of two hundred twelve
12 (212) hours in a twenty-eight (28) day period will be paid at one and one-half (1½) times an
13 employee's hourly rate of pay, provided the City requires the employee to work. For employees
14 normally scheduled to work eighty (80) hours in a fourteen (14) day period, all work actually
15 performed in excess of eighty (80) hours in a fourteen (14) day period or when the employee is
16 recalled to work shall be paid at one and one-half (1½) times the employee's regular hourly rate of
17 pay provided the City requires the employee to work.

18
19 For purposes of this Section and Article 7, a day shall begin at 7:00 a.m. and end the following
20 7:00 a.m. When an employee normally working eight (8) hours is required to substitute for an
21 employee on a twenty-four (24) hour shift, overtime will be paid at the same rate as for the twenty-
22 four (24) hour employee unless specified. Unworked time shall not be considered as hours worked
23 for the purposes of this Agreement, except that paid time off work on holidays, vacations, sick
24 time and compensatory time off shall be counted as hours worked for the purposes of the Fire
25 Safety Inspector stipend (11.5) and for the purpose of computing overtime, provided however, that
26 the total number of hours compensated at overtime rate for any week shall not exceed the total
27 number of hours that the employee actually performed work during that week.

28
29 There shall be no pyramiding of overtime.

- 30
31 (a) Authorization of Overtime. Overtime work for all employees must be authorized in advance
32 by the immediate supervisor, except in case of emergencies.
33
34 (b) Overtime Rotation List. An overtime rotation list and current overtime filling rules will be
35 maintained by the Union, on the server accessible to all full-time employees. Employees
36 will be placed on the list based upon the amount of overtime they have worked, beginning
37 with the employee who has worked the least amount of overtime. When there is a need for
38 overtime, employees will be required to work overtime beginning with the qualified
39 employee who has worked the least overtime. The procedure for filling overtime shall be
40 kept in the overtime binder and followed at all times. Ranks above Captain will not be
41 considered as being on the rotation list with other Fire Division employees; however, may
42 perform the overtime duties when all available employees have declined the overtime.
43
44 (c) Errors in Rotation of Overtime. When an error in the offering of time is discovered, the
45 remedy will be to offer the next available overtime to the employee who should have worked,
46 provided he/she is qualified. Call-ins for ambulance or fire calls will not require resort to the
47 rotation list nor will they count as overtime worked for the purpose of the rotation list.

Perrysburg – IAFF – 2024 - 2026 CBA - FINAL – 01.16.24Section 5.3 COMPENSATORY TIME:

Employee election for 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.

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

Scheduling of compensatory time: 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 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.

Scheduling of vacation leave prior to or after compensatory leave requests: 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 off has been granted will be honored for any of the same hours off.

Response to request for compensatory time off: The Chief or 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.

Increments for Use of Compensatory Time: Compensatory time off may be used in increments of not less than one (1) hour with the minimum amount of compensatory time to be used at a time is two (2) hours. The use of compensatory time off shall be in accordance with Section 8.3.

Conversion of Compensatory Time: An employee with accrued compensatory time may elect to receive pay in lieu of using compensatory time provided he/she gives written notice of the election to the City's payroll clerk prior to any given pay day paid as part of payroll. 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.

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1 Annual limit of use of compensatory time: Employees shall not be granted compensatory time off
2 in excess of ninety-six (96) hours annually.

3
4 Section 5.4 TRADING TIME:
5

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

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

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

31
32 **ARTICLE 6**
33

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

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

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

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

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

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

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

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

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

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

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

5
6 Section 6.2 JURY AND WITNESS LEAVE:

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

16
17 Section 6.3 BEREAVEMENT LEAVE:

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

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

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

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

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

Perrysburg – IAFF – 2024 - 2026 CBA - FINAL – 01.16.24Section 6.4 MILITARY LEAVES:

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

Section 6.5 PERSONAL LEAVE OF ABSENCE:

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 traumatic stress leave will not be charged for sick leave for one (1) 24-hour shift or three (3) eight-hour-shifts for all hours off on traumatic stress leave per year. All other hours of work off on traumatic stress leave shall be taken as sick leave.

Section 6.7 FAMILY AND MEDICAL LEAVES:

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

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

Section 6.8 LIGHT DUTY

- A. When an employee becomes 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 health care professional the employee should first use accumulated but unused sick or other

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1 forms of accrued leave. In accordance with Section 6.7, “Family and Medical Leave,”
2 leave taken for this purpose shall count toward an eligible employee’s annual entitlement
3 to 12-weeks of Family and Medical Leave. Eligibility for Family and Medical Leave is
4 defined in Section 6.7 of this contract.

- 5 B. If the employee is unable to perform his/her normal duties, as determined by a health care
6 professional the employee may be temporarily placed into a position which is less
7 strenuous, if one is available for a period of time not to exceed three (3) months. Depending
8 upon the facts in each individual case, the Municipal Administrator may extend the
9 temporary light duty opportunity for not more than three (3) additional months. Employees
10 are required to request consideration for a light-duty work assignment themselves. In order
11 to be considered for a light-duty assignment employees will be required to sign a medical
12 release allowing the City to contact the employee’s health care professional about the type
13 of work duties that the employee may perform.
- 14 C. The Fire Chief or his designee shall decide on a case-by-case basis if there are light duty
15 work assignments available that fall within the restrictions that the employee has been
16 placed under by his/her health care professional. The distribution of light duty assignments
17 and/or refusal to establish a light duty assignment is solely the decision of the Fire Chief
18 or designee, and such decision shall not be grievable unless the denial is arbitrary,
19 capricious, or discriminatory.
- 20 D. If no light duty assignments are available then the employee must remain off work pending
21 a release from his/her health care professional that he/she can perform his/her full duties or
22 until such time as a light duty assignment occurs which meets the restrictions/limitations
23 of that employee. During this period of time the employee will have to use other accrued
24 leave time, such as vacation and personal business, in order to remain in a paid status.
- 25 E. Light duty assignments for work-related illnesses and injuries shall take precedence over
26 non-duty related illnesses and injuries. An employee, who is working in a light duty
27 capacity because of a non-work-related illness or injury, may be displaced from that light
28 duty assignment if the City needs to place another employee, who has a valid work-related
29 illness or injury, into a light duty/transitional work assignment.
- 30 F. Prior to any employee being temporarily placed into a light duty because of an off-duty
31 injury or illness, the employee must provide to the City both a release signed by his/her
32 health care professional that the light duty assignment meets the requirements of the
33 restrictions that the health care professional has placed on the employee and a specific
34 listing of the restrictions under which the employee is released to work. The purpose of
35 the health care professional’s release and restrictions listing is to ascertain if the employee
36 is capable of performing the duties required of the light duty position. While working in a
37 light duty capacity the employee must provide to the City every two weeks an updated
38 release from his/her health care professional establishing the current restrictions under
39 which the employee is released to work.
- 40 G. If at the end of the temporary reclassification to a less strenuous position and/or complete
41 exhaustion of all accumulated leave time and/or Family Medical Leave the employee is
42 still unable to perform the normal duties of his/her position, an extension of the temporary
43 reclassification will not be granted and employment with the City may be terminated.
- 44
45
46

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Section 6.9 PREGNANCY AND PARENTAL LEAVE

A. For the purpose of this section, the term "qualifying event" means the birth of a child or the adoption or foster care placement of a child who is less than six years of age. Adoption of a stepchild is not a qualifying event. Pregnancy and Parental Leave does not reduce the employee's accrued time under any other City paid leave program (such as sick, personal or vacation). An employee on Pregnancy and Parental Leave will continue to accrue sick leave and vacation leave at their regular rate. Any holiday occurring during Pregnancy and Parental Leave period shall be counted as part of the Pregnancy and Parental Leave and paid as such. If both parents are eligible for Pregnancy and Parental Leave under this policy, they may choose to take Pregnancy and Parental Leave concurrently or consecutively.

B. Beginning January 1, 2024, all full-time Fire Division employees who have been employed by the City for one (1) year or more and who have worked at least 1250 hours within the previous twelve (12) month period may qualify for Pregnancy and Parental Leave in the event that they are currently pregnant and/or immediately following the qualifying event by such employee and/or their legal spouse according to the following table:

QUALIFYING EVENT ON OR AFTER QUANTITY OF PAID TIME OFF

January 1, 2024: Up to twenty (20) eight (8) hour shifts or Up to seven (7) 24-hour shifts

January 1, 2025: Up to thirty (30) eight (8) hour shifts or up to ten (10) 24-hour shifts

January 1, 2026: Up to forty (40) eight (8) hour shifts or up to thirteen (13) 24-hour shifts

January 1, 2027: Up to fifty (50) eight (8) hour shifts or up to seventeen (17) 24-hour shifts

January 1, 2028: Up to sixty (60) eight (8) hour shifts or up to twenty (20) 24-hour shifts

For purposes of this section all paid time off shall run during consecutive shifts until exhausted.

C. Pregnancy and Parental Leave will run concurrently with the employee's available family medical leave (also known as FMLA leave). At the end of the Pregnancy and Parental Leave, the employee's remaining time off, if applicable, will follow the procedures outlined in Section 6.1, 6.7, and 9.2.

D. An employee should make their request for Pregnancy and Parental Leave as soon as practicable to enable the City to make arrangements to cover their duties. In any event, it is the employee's responsibility to make the request at least four weeks before the first day of Pregnancy and Parental Leave. Pregnancy and Parental Leave may be denied, if the request is made after that deadline. The employee should request leave in writing and submit it to the office of human resources after consultation with their supervisor.

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1 E. Pregnancy and Parental Leave may begin before the qualifying event if it is deemed
2 medically necessary by a licensed health care professional or is required to fulfill the
3 requirements of the adoption or foster care placement. The office of human resources will
4 require an employee requesting an early start to Pregnancy and Parental Leave to submit
5 appropriate supporting documentation. The decision whether to allow Pregnancy and
6 Parental Leave to begin early will be made at the sole discretion of the human resources
7 manager or designee. Early Pregnancy and Parental Leave is subject to the rest of this
8 policy.

9

10 **ARTICLE 7**

11

12 **Section 7.1 PAID HOLIDAYS:**

13

14 The following shall be celebrated as paid holidays:

15

- 16 - The first day of January
- 17 - The third Monday in January
- 18 - The third Monday in February
- 19 - The last Monday in May
- 20 - The nineteenth day of June
- 21 - The fourth day of July
- 22 - The first Monday in September
- The eleventh day in November
- The fourth Thursday in November
- The Friday following the fourth Thursday in November
- The twenty-fourth day of December
- The twenty-fifth day of December

23

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

25

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

33

34 **Section 7.3 HOLIDAY PAY:**

35

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

39

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

44

45

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1 Section 7.4 WEEKEND HOLIDAYS:
2

3 When any of the holidays specified in Section 7.1 falls on a Sunday, it shall be celebrated on the
4 following Monday. When any such holiday falls on a Saturday, it shall be celebrated on the
5 preceding Friday.
6

7 The foregoing language applies only to employees working on eight (8) hour shifts. Employees
8 working on twenty-four (24) hour shifts will celebrate holidays on the weekend day on which the
9 holiday falls.
10

11 Section 7.5 HOLIDAY DURING VACATION:
12

13 Where a holiday occurs while an employee who is scheduled to work that day is on vacation, if
14 the employee is eligible under Section 7.2, the employee will receive holiday pay in addition to
15 vacation pay for the day of the holiday.
16
17

18 **ARTICLE 8**
19

20 Section 8.1 VACATIONS:
21

22 The following will be the schedule for full vacation time off and pay for eligible employees:
23

- 24 (A) At the end of one (1) year of employment through the end of five (5) years of
25 employment, an employee will be entitled to ten (10) working days or five (5),
26 twenty-four hour shifts each year.
27 (B) At the beginning of six (6) years of employment through the end of eleven (11)
28 years of employment, an employee will be entitled to fifteen (15) working days
29 or seven (7), twenty-four (24) hour shifts each year.
30 (C) At the beginning of twelve (12) years of employment through the end of
31 nineteen (19) years of employment, an employee will be entitled to twenty (20)
32 working days or nine (9), twenty-four (24) hour shifts each year.
33 (D) At the beginning of twenty (20) years of employment, through the end of
34 twenty-six (26) years of employment, an employee will be entitled to twenty-
35 five (25) working days or eleven (11), twenty-four hour shifts each year.
36 (E) At the beginning of twenty-seven (27) years of employment, an employee will
37 be entitled to thirty (30) working days or twelve (12) twenty-four hour shifts
38 each year.
39

40 Section 8.2 VACATION ELIGIBILITY:
41

- 42 A. Eligibility: To be eligible for any paid vacation an employee must have completed one (1)
43 year of employment with the City (measured from the most recent date of hire).
44
45 B. Prorated Accumulation: An employee must work 2600 hours (50-hour employees) or 2080
46 hours (40-hour employees) during his/her anniversary year to be eligible for a full paid
47 vacation. An employee must work at least 1300 hours (50-hour employees) or 1040 hours

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1 (40-hour employees) but less than 2600/2080 hours during his/her anniversary year to be
 2 eligible for a prorated paid vacation, based upon a proration formula of actual hours worked
 3 versus 2600/2080 hours.
 4

5 C. Computing Hours: For purposes of computing hours worked under this Section, an
 6 overtime or premium hour counts as one (1) hour worked, time off work on vacation and
 7 holidays shall be considered as hours worked, and paid time off work on either sick leaves
 8 or leaves of absence up to a maximum of one hundred twenty (120) lost work hours shall
 9 be considered as hours worked.

10
 11 D. Prior Service Credit: Unless an employee is extended service credit for employment with
 12 a previous employer in accordance with Section 4.5 (Lateral Transfer), only prior service
 13 with the City shall be counted for determining the amount of vacation time off and the
 14 employee's anniversary date will be their current seniority date.

15
 16 E. Minimum Service: The City requires all employees to be employed by the City for one (1)
 17 year before becoming eligible for vacation, except as provided in Section 4.5 (Lateral
 18 Transfers).
 19

20 Section 8.3 VACATION SCHEDULING:
 21

22 Annual Scheduling of Leave: All vacations must be taken during the anniversary year following
 23 the anniversary year in which they are earned. Not more than twenty-four (24) hours of unused
 24 vacation may be carried over into a subsequent anniversary year. If the requirements of the City
 25 will cause the employee to be unable to take all of his/her vacation, the City will pay the employee
 26 for the portion of earned vacation which is unused during the employee's anniversary year. All
 27 vacation and Kelly Days must be approved in advance by the head of the division in which the
 28 employee works or the division head's designee, such approval being consistent with the needs of
 29 the City.
 30

31 Posting of Vacation List: A vacation/Kelly Day list will be posted January 1 each year and
 32 employees will have until March 1 to choose vacation periods and Kelly Days. Kelly Days shall
 33 be selected first, then vacation, with the most senior bargaining unit employee having the first
 34 choice. Vacation/Kelly Day choices will be valid from March 1 through the end of February of the
 35 following year. Kelly days must be picked in advance; once days are selected, they cannot be
 36 changed by the employer without the employee's consent. Kelly days not selected by March 1 may
 37 be assigned by the Fire Chief or designee(s). If an employee cancels or trades a Kelly Day, it must
 38 be exchanged immediately within the 28-day cycle, if that is not an option it cannot be changed.
 39 Per Article 5, Section 5.1, a Kelly Day is to be taken every twenty-eight (28) days. Any vacation
 40 or Kelly Days scheduled after March 1 will be granted on the basis of first in time, first in right.
 41

42 Limits on Leave: No more than two (2) 24-hour employees per shift can be off on vacation, Kelly
 43 Days, or compensatory time at the same time. Unless requested by the City, no employee will
 44 receive vacation pay in lieu of vacation time off with pay. Vacation time may be used in eight (8)
 45 or twelve (12) hour increments.
 46

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1 Employee Cancellation of Vacation Leave: An employee who has been approved to take vacation
2 may cancel that vacation. The employee may choose to report for duty as long as the City has not
3 filled the approved vacation time with overtime. If overtime has already been assigned, the
4 employee will not be permitted to cancel the vacation request for the period of time that has already
5 been scheduled to be filled with overtime. The employee who has cancelled the vacation may not
6 request to use compensatory time or undocumented sick leave for any portion of the approved
7 vacation leave that has been cancelled.
8
9

10 **ARTICLE 9**

11
12 **Section 9.1 INSURANCE:**

13
14 **A. HEALTH INSURANCE:** The Employer shall make available to full-time employees health
15 insurance benefits under the group benefit plan generally provided to the non-union employees
16 (those not under other collective bargaining agreements) of the City and on the same terms and
17 conditions on which those benefits are generally provided to those employees.
18

19 The City will maintain for employees of the bargaining unit the plan the City maintains for
20 non-bargaining unit employees of the City.
21

22 From time to time the city may elect to change carriers and coverage provided that such change
23 shall not substantially reduce coverage from the current levels. Additionally, it is agreed and
24 understood that during the term of this Agreement that specific carriers/providers under the
25 plan may unilaterally institute or modify payments or conditions which modifications will be
26 required for subscription to that carrier/provider. The City will pay 90% of the cost of health
27 and dental insurance premiums.
28

29 The coverages provided hereunder shall be extended to dependent children as required by law.
30

31 A City-wide Health Insurance Committee consisting of two (2) voting entities of equal
32 representation, Labor (representative of each unit) and Management, to make
33 recommendations for coverage and coverage changes and other health insurance benefit design
34 modification.
35

36 **B. LIFE INSURANCE:** The City shall provide \$55,000.00 of Life insurance for the duration of
37 this Agreement at no cost to employees with seniority who are on the active payroll.
38

39 **C. OPTICAL COVERAGE:** Each employee shall be entitled to \$375.00 reimbursement per
40 contract year for eye examinations, frames, and lenses for the employee, spouse, and dependent
41 children living in the household to age 18.
42

43 **D. DENTAL INSURANCE:** The City shall provide dental insurance substantially equivalent to
44 Delta Dental Plan No. 2 and Delta Orthodontic Plan B (50% coverage to a total coverage of
45 \$2,000.00 or a maximum of \$4,000 of orthodontic services which shall extend to employees
46 and spouses as well as dependents to age 19). The cost dental insurance premiums shall be
47 shared between the City and employees as provided in Paragraph A of this Section.

Perrysburg – IAFF – 2024 - 2026 CBA - FINAL – 01.16.24Section 9.2 SICK PAY:

- 1
2
3 A. Accumulation: Employees shall accumulate sick pay at the rate of .0577 hours for each
4 hour worked, not to exceed a total of 150 hours in an employee's anniversary year. For
5 purposes of this Section, paid time off work for vacation; holidays; bereavement; jury duty;
6 annual temporary active military status; paid administrative leave ordered by the City; and
7 non-workers compensable sickness, accident, disability and pregnancy leaves shall be
8 counted as hours worked for purposes of calculating accrued sick pay. Except where sick
9 pay accrued from previous employment is credited to an employee as required by law, a
10 newly hired employee shall be advanced 48 hours of sick pay and will earn no further sick
11 pay until the initial advancement has been accumulated in accordance with the formula set
12 forth in this Section.
- 13 B. Use of Sick Leave: Accumulated, but unused, sick pay may be used by the employee
14 because of personal illness, accident or disability (including pregnancy of the employee)
15 or FMLA-qualifying family illness in accordance with Sections 6.1, 6.7 and 9.3 of this
16 Agreement. Paid sick pay will not be used for the purpose of attending workers'
17 compensation hearings or appeals. Up to seven (7) eight (8) hour work days, or two (2)
18 twenty-four (24) hour shifts per calendar year, of accumulated, unused sick pay may be
19 used because of non-FMLA eligible illness or injury in the employee's immediate family.
20 Immediate family shall mean spouse, child, parent, grandparents residing in the household
21 of the employee. FMLA eligible use of sick pay shall be charged against eligibility for
22 family medical leave under Section 6.7 of this Agreement. Sick pay may not be used for
23 an absence due to an injury or illness arising out of or in the course of employment with
24 another employer where such injury or illness is compensable by workers' compensation.
25 The most recent sick pay credit earned will be the first to be used.
- 26 C. Documentation for Use of Sick Leave: An employee may be required to furnish written
27 documentation satisfactory to the City to justify the use of sick pay. Use of sick pay for
28 any period of time for which other paid time off was requested and denied shall require
29 such proof. Falsification of any required justification for use of sick pay may be grounds
30 for discharge.
- 31 D. Accumulation Without Limit, Conversion at Retirement: An employee may continue to
32 accumulate unused sick pay without limit. Upon retirement, under the appropriate State of
33 Ohio retirement system after ten (10) years of credited service (except for disability
34 retirements which will not require credited service minimum) or upon death, or upon
35 termination of employment, other than for disciplinary reasons, after fifteen (15) years of
36 service with the City of Perrysburg, an employee will be paid for accumulated (with the
37 City of Perrysburg), unused sick pay as follows:
- 38
- 39 - An employee will be paid for one-fourth ($\frac{1}{4}$) of the first 1000 hours of sick pay
40 accrued and unused, one half ($\frac{1}{2}$) of the next 1250 hours of sick leave accrued and
41 unused and all of the next 125 hours of sick leave accrued and unused, not to exceed,
42 in the aggregate, a total of 1000 hours.
 - 43 - If an employee is killed in the line of duty, one half ($\frac{1}{2}$) of the employee's
44 accumulated and unused sick leave shall be paid to the employee's spouse or, if the
45 employee is unmarried to the employee's estate. Payment for sick leave on this basis
46 shall be considered to eliminate all sick leave credit accrued by the bargaining unit
47 member at that time.

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

5 Section 9.3 WORKERS' COMPENSATION:
6

- 7 A. An employee injured while at work for the City through no fault of his/her own and not in
8 violation of City safety rules, regulations or practices and who is unable to perform his/her
9 regular job duties will receive his/her regular base pay for up to one (1) year.
10
11 B. The City may, at its option, require the employee to be assigned other duties during the
12 period he/she is disabled provided he/she is capable of performing those duties in the
13 opinion of a health care professional. Said temporary assignment shall not be for more
14 than one (1) year measured from the first day of the disability and the employee shall
15 receive his/her regular rate of pay during the temporary assignment.
16
17 C. In the event the disability is determined to be permanent in the opinion of a health care
18 professional, the employee shall avail himself/herself of the disability benefits provided by
19 the State Workers' Compensation Law and the Ohio Police and Fire Pension Fund (OP&F).
20

21 Section 9.4 RETIREMENT BENEFITS:
22

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

36 Section 9.5 DEFERRED COMPENSATION:
37

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

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1 **ARTICLE 10**

2
3 **Section 10.1 UNION REPRESENTATION:**

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

10
11 The members of the grievance committee shall be allowed reasonable time to adjust
12 grievances and to conduct other grievance committee duties in connection with the
13 administration of this Agreement during regular working hours without loss of pay. A
14 member of the grievance committee shall have the right to be present when an employee
15 is disciplined and may be present upon request of the employee at any investigatory
16 interview which may lead to discipline. When a member of the grievance committee is not
17 available, a fellow employee may be used. A member of the grievance committee will
18 notify his/her immediate supervisor when beginning to perform grievance committee
19 duties and will again notify his/her immediate supervisor when ceasing to perform
20 grievance committee duties. The Union agrees to cooperate with the City to prevent any
21 abuse of such "reasonable time" under any of the provisions of this Section by members of
22 the grievance committee or Negotiating Committee and recognizes that abuse of
23 "reasonable time" by members of the grievance committee or Negotiating Committee, may
24 be cause for disciplinary action against the members of the grievance committee by the
25 City.

26
27 Members of the Negotiating Committee shall be paid for straight time hours of work lost
28 during contract negotiations and for reasonable time preparing for negotiations. The
29 Negotiating Committee shall not exceed three (3) employees who shall be designated at
30 the outset of negotiations; however, no more than two (2) members from the same shift
31 shall be paid for their on-duty time spent preparing for and participating in contract
32 negotiations.

33
34 Members of the Union will be permitted to attend monthly evening meetings of the
35 International Association of Firefighters, Local 3331, Perrysburg Firefighters conducted
36 within the City of Perrysburg Fire Station without loss of pay provided they are able to
37 remain on call while in attendance at the meetings.

38
39 Members of the Grievance Committee, officers or Negotiating Committee members will
40 not be permitted to leave the City for the purpose of engaging in any of the activities
41 described in this Section at any time when the employee is supposed to be working or on
42 call.

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Section 10.1.1 LABOR-MANAGEMENT COMMITTEE

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46
- A. L-M Meetings: In the interest of sound labor-management relations, the Union and the City shall meet at agreed-upon dates and times for the purpose of discussing those matters outlined in Section B below. Normally, meetings held pursuant to this Article shall be held once every three months, unless urgent matters require additional meetings. The Labor-Management 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. L-M Meeting Agendas: 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, with the Union reserving its rights under R.C. Chapter 4117;
 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. L-M Meeting Times: 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. L-M Meeting Responses: 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.

Perrysburg – IAFF – 2024 - 2026 CBA - FINAL – 01.16.24Section 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/cell 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.

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1 Section 10.5 PAY PERIODS:
2

3 Pay periods for all employees shall be biweekly.
4

5 Section 10.6 ATTENDANCE AT CONFERENCES:
6

7 Employees authorized or directed by the Mayor or City Administrator to attend a conference,
8 convention, school, seminar, workshop or other training or educational function relating to the
9 employee's duty assignment or other function of municipal concern will be reimbursed for the
10 employee's reasonable and necessary expenses incurred, such as registration fees and tuition,
11 meals, lodging, gratuities, vehicle parking, tolls and common carrier fares. Reimbursement for
12 meals and gratuities for meals will be at the applicable federal per diem rates at the time of the
13 conference. There shall be no reimbursement for the cost of any alcoholic beverages. When travel
14 is directed in the employee's own vehicle, the employee will be reimbursed at the rate per mile as
15 authorized by the Internal Revenue Service at the time of travel. No reimbursement will be made
16 without proof or certification of such expenditures submitted with the employee's claim for
17 reimbursement. Reimbursement of gratuities for meals shall be limited to twenty percent (20%)
18 of the total bill for each meal. When submitting requests for reimbursement provided under this
19 section, Employees must submit the request on the form provided by the City which details the
20 date on which each expense was incurred and the specific cost of each item for which the Employee
21 seeks reimbursement. The reimbursement request form shall be accompanied by itemized receipts,
22 if applicable for the costs the employee seeks to have reimbursed by the City. Employees will not
23 be compensated for hours of attendance at the foregoing functions unless they were otherwise
24 scheduled to work those hours or the Fire Chief authorizes the pay in writing in advance of the
25 function. The subject of Training shall be referred for discussions between the parties through
26 their joint Labor Management Committee.
27

28 Section 10.7 UNIFORMS:
29

- 30 A. FIREFIGHTER UNIFORMS: The City shall establish a uniform account for each full-time
31 firefighter for the purchase, alteration and/or repair of approved uniforms consisting of
32 jacket/coat, shirt, tie, cap, shoes, and skirt or slacks. Uniform accounts shall not be used
33 to pay for normal cleaning and laundry expenses. The City shall deposit Nine Hundred
34 Fifty (\$950.00) Dollars in the account of a full-time firefighter at the time of hire. In each
35 calendar year thereafter, the City shall deposit Six Hundred Seventy-five (\$675.00) Dollars
36 in the account of each full-time firefighter. In lieu of the amounts of money set forth
37 above, the City may substitute new or used uniform items, the fair value (reasonable
38 alteration costs, straight line depreciation based on original cost for unusual wear) shall be
39 deducted from the amounts set forth above for full-time firefighters. In addition to the
40 foregoing, the City shall purchase a Class A uniform for each full-time firefighter as soon
41 as practical following his/her date of hire.
42
- 43 B. UNIFORMS GENERALLY: There will be several vendors from whom the uniform items
44 or services in connection therewith can be supplied. All expenditures under the provisions
45 of this Section must be authorized in advance by the Fire Chief, and whenever possible the
46 payment being made by the City directly to the vendor supplying the uniform item or
47 services in connection therewith. The balance of each individual account will be carried

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1 over but shall not accumulate to more than one thousand dollars (\$1000.00). The balance
2 of any individual account will be turned over to the City General Fund when an employee
3 leaves employment of the Fire Division. All uniforms and equipment provided or
4 purchased pursuant to this Section shall be kept in acceptable condition and must be
5 returned to the City when the employee's employment with the Fire Division is voluntarily
6 or involuntarily terminated. Failure of an employee to comply with the requirements of
7 the preceding sentence shall be cause for deducting the reasonable value of uniform items
8 from moneys otherwise due the employee.
9

10 An employee whose uniforms are in acceptable condition may use a portion of the uniform
11 allowance for the purpose of purchasing needed equipment related to his/her firefighting
12 duties.
13

14 Section 10.8 CHECK-OFF OF DUES, FEES AND ASSESSMENTS:
15

16 The City will deduct dues, fees and assessments owed to the Union, from the paycheck of each
17 employee who has voluntarily signed a proper legal authorization for such deduction and who is
18 covered by this Agreement. The City will remit said dues, fees and assessments to the Union by
19 the fifteenth (15th) day of the month following the month in which the check-off is made.
20

21 The Union agrees to indemnify, defend and hold the City harmless against any claim made or any
22 suit instituted by an employee or others representing the employee as a result of compliance with
23 the provisions of this Section.
24

25 Any dispute as to whether an employee properly executed or properly revoked a check-off
26 authorization shall be handled through the grievance and arbitration procedure. Until the matter
27 is resolved by the City and the Union or by arbitration, no further deductions will be made.
28

29 Section 10.9 BULLETIN BOARD:
30

31 The City shall provide employees with a bulletin board which shall be used exclusively for the
32 purpose of posting notices pertaining to official Union matters and activities. The specific sites
33 shall be mutually determined by the parties.
34

35 Section 10.10 SUBCONTRACTING:
36

37 When the subcontracting of bargaining unit work is likely to cause the layoff of bargaining unit
38 employees, the City will engage in meaningful discussions (not negotiations) with the Union to
39 determine whether the work can be economically and efficiently performed by members of the
40 bargaining unit.
41

42 In the event the City determines that the work cannot be efficiently and economically performed
43 by members of the bargaining unit and decides to subcontract the work, the following shall apply
44 to employees facing permanent layoff:
45

- 46 (1) An employee facing permanent layoff shall have the right to bump a less senior
47 employee within the same bargaining unit provided he/she has the skill and ability to

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1 perform the job. Such an employee shall have a ten (10) working day trial period in which
2 to demonstrate he/she has the necessary skill and ability to perform the job, at the end of
3 which the employee will be permanently laid off if he/she is unable to demonstrate such
4 skill and ability.
5

6 (2) An employee who is unable to bump another employee or who is unable to
7 demonstrate the necessary skill and ability during the trial period and will thus be
8 permanently laid off will be entitled (a) to have his/her health insurance paid by the City
9 for a period of six (6) months or until he/she begins employment with another employer,
10 whichever is the lesser period of time and (b) one (1) week's severance pay for each one (1)
11 year's service with the City.
12

13 Section 10.11 COLLECTIVE AGREEMENTS:
14

15 The City shall not make or negotiate any collective bargaining agreement with any bargaining unit
16 employee individually or collectively. Any collective bargaining agreements entered into by the
17 City and bargaining unit employees shall be through duly authorized representatives of the Union.
18 Any other collective bargaining agreements shall be of no effect.
19

20 Section 10.12 FIRE OR PARAMEDIC CERTIFICATION
21

22 The City shall provide a minimum of twenty-four hours training each year towards the State
23 required firefighter and paramedic certifications. The content and format of the training shall be
24 as mandated by the State and consistent with best practices as defined by accreditation agencies.
25

26 An employee whose Firefighter II or Paramedic certification lapses, expires, or is suspended or
27 revoked shall notify the Fire Chief as soon as possible and in no event no later than 72 hours after
28 the employee learns of the lapse, expiration, suspension or revocation.
29

30 If the employee's Firefighter II or Paramedic certification lapses, expires, is suspended or revoked,
31 at the discretion of the Fire Chief, the employee may be placed in an assignment in which the
32 employee may perform his/her duties without such Firefighter II or Paramedic certification. The
33 exercise of the Fire Chief's discretion shall not be subject to the grievance procedure of this
34 agreement.
35

36 If such assignment is not made, the employee may be placed on administrative leave without pay
37 to a maximum of ninety (90) calendar days. In lieu of administrative leave without pay the
38 employee shall be permitted to utilize any available vacation, holiday or compensatory time off.
39

40 If the employee's Firefighter II or Paramedic certification is suspended or revoked for more than
41 ninety (90) calendar days and (s)he is not assigned to perform his/her duties without such
42 Firefighter II or Paramedic certification the employee may be terminated from employment.
43
44
45
46

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

2
3 No employee shall operate a department vehicle unless the employee is in possession of a valid
4 driver's license or work driving privileges. An employee whose driver's license and/or work
5 driving privileges are suspended or revoked shall notify the Fire Chief of said suspension or
6 revocation as soon as possible and in no event later than 72 hours after the employee learns of the
7 suspension or revocation.
8

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

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

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

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

29 Section 10.14 COMPLETE AGREEMENT:

30
31 This Agreement constitutes the entire agreement between the City, the Union and all bargaining
32 unit employees and supersedes and replaces any and all obligations and/or agreements, and
33 practices, whether written or oral, express or implied between or concerning bargaining unit
34 employees, the Union and/or the City. Any amendment, modification or addition to this
35 Agreement must be reduced to writing and duly executed by the parties to become effective.
36

37 Section 10.15 TUITION REIMBURSEMENT:

38
39 **Tuition Reimbursement:** Members who have completed one (1) year of continuous active full-
40 time service shall be eligible for reimbursement of up to \$2,625 per semester or \$1,750 per
41 quarter, up to a maximum of \$5,250 per calendar year, in courses of instruction voluntarily
42 undertaken that are approved in advance by the Fire Chief and are required for completion of the
43 classes by the college/university for degree completion. All courses undertaken must be given by
44 a recognized and accredited educational institution as approved in advance by the Fire Chief.
45 Any required course necessary to complete a degree program previously approved for tuition
46 reimbursement shall be eligible for reimbursement, regardless of subject.
47

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1 The calendar year upon which the reimbursement is based is the date on which the pre-approved
2 course begins (as opposed to the date the request for reimbursement is submitted). In addition to
3 the remaining Sections in this Article, the tuition reimbursement program shall be subject to the
4 following additional conditions:

- 5 A. **Course Approval:** All course work shall be approved in advance by the Fire Chief. The
6 Member’s request for approval shall be in writing and shall contain the name and
7 description of the proposed course of instruction, the sponsoring institution, the
8 institution’s grading policy for the proposed course of instruction, the scheduled times
9 and dates of the course, the actual tuition cost and the amount of any financial assistance
10 available to the Member. Unless otherwise approved by the Fire Chief, the Member shall
11 make such request at least thirty (30) days before the start of the course of study.
- 12 B. **Attendance:** Courses are to be taken on other than scheduled working hours. Furthermore,
13 any situation which requires a Member’s presence on the job (i.e., mandatory classes,
14 training, emergency, overtime or the like) shall take complete and final precedence over
15 any times scheduled for courses.
- 16 C. **Financial Assistance:** Financial assistance from any governmental or private agency a
17 Member receives shall be deducted from the entire amount the Member owes in total
18 costs before calculating the Member’s maximum reimbursement amount from the City
19 for the remaining costs. Any financial assistance received by a member shall not be
20 counted towards the maximum eligible reimbursement amount provided to a member.
- 21 D. **Sponsoring Institution:** No reimbursement shall be provided for correspondence courses,
22 except for correspondence courses approved in advance by the Fire Chief. Furthermore,
23 seminars and conferences shall be ineligible for tuition reimbursement. At the time of the
24 Member’s request, both the course and the sponsoring institution shall be subject to the
25 prior approval of the Fire Chief.
- 26 E. **Ineligible Fees:** No reimbursement will be granted for books, paper or other supplies of
27 any nature, or transportation, meals or any other expenses connected with any course
28 other than the actual tuition cost for the approved course of instruction.

29
30 **Reimbursement Procedure:** Reimbursement will be made within a reasonable period of time
31 after the Member presents to the Fire Chief (a) an official transcript, certificate or grade report
32 confirming successful completion of the course with a grade of “C” or better, “S” (Satisfactory)
33 or “P” (Pass); (b) a fee statement; and (c) a receipt of payment or a copy of the unpaid tuition bill
34 from the institution. A Member shall present this information within thirty (30) days after
35 completing the pre-approved course.

36
37 **Repayment Of Tuition:** If a Member retires, resigns, is discharged, or otherwise
38 separates from City employment for any reason whatsoever prior to the completion of two (2)
39 years of continuous active service following the completion of any course work, the Member
40 shall immediately repay the entire amount of the tuition reimbursement paid by the City for
41 courses taken and completed within the previous two (2) year period. The City is authorized to
42 automatically deduct all or any portion of the amount owed by the Member from any monies
43 otherwise due the Member at the time of separation. If the City requests, Members shall sign an
44 authorization in favor of the City reflecting this deduction.

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1 **ARTICLE 11**

2
3 **Section 11.1 CLASSIFICATIONS OF PAY:**

4
5 The classifications and rates of pay covered by this Agreement are set forth in Appendix "A" which
6 is hereby incorporated by reference.
7

8 The City shall notify and discuss with the Union any new classification and the rate or rates of pay
9 assigned thereto under this Agreement. After discussion with the Union, the City shall notify the
10 Union in writing of the classification and rate or rates of pay assigned thereto not less than fourteen
11 (14) calendar days prior to the date the new classification is to take effect. In the event the Union
12 disagrees with the rate or rates of pay assigned to the new classification, the Union may file a
13 grievance at Step 4 of the Grievance and Arbitration Procedure within seven (7) calendar days of
14 when the Union receives the written notice from the City.
15

16 When there is a dispute over whether or not a classification comes under this Agreement, another
17 agreement, or no agreement at all, such dispute shall be resolved by the State Employment
18 Relations Board or by any other mutually agreed to procedure which will bind all affected parties.
19

20 The classification/wage proposals submitted to arbitration shall not become effective until an
21 arbitrator's award is received by both parties regarding the propriety of the classification/wage
22 proposals.
23

24 **Section 11.2 LONGEVITY PAY:**

25
26 Each eligible full-time permanent employee in the bargaining unit shall receive longevity pay
27 equal to fifty-five dollars (\$55.00) for each year of service after the completion of 4 years, to be
28 paid with the first pay in July. Eligibility and years of service will be determined as of January 1
29 of each year.
30

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

32
33 During the time a Firefighter/Paramedic is assigned to perform all of the regular duties in the
34 classification of Lieutenant within the bargaining unit, he/she shall receive an additional two dollar
35 and fifty cent (\$2.50) per hour above his/her regular rate of pay.
36

37 **Section 11.4 CALL IN PAY:**

38
39 Any employee called in to work other than during his/her regularly scheduled work period shall
40 be guaranteed a minimum of two (2) hours work or two (2) hours pay in lieu thereof at the
41 applicable rate. Any other call-ins during the same two (2) hour period will not be considered as
42 an additional call and would not trigger an additional two (2) hour guarantee. The two (2) hour
43 guarantee will not apply when an employee is called in within two (2) hours of the scheduled start
44 of his/her shift.
45
46

Perrysburg – IAFF – 2024 - 2026 CBA - FINAL – 01.16.24Section 11.5. FIRE SAFETY INSPECTOR STIPEND

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

Section 11.6. FIRE MARSHALL

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

ARTICLE 12Section 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 or the Civil Service Commission. 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.

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1 **ARTICLE 13**

2

3 **Section 13.1 DURATION OF AGREEMENT:**

4

5 This Agreement shall be effective from January 1, 2024 except as otherwise specifically provided
6 herein, and shall continue in effect through December 31, 2026 and shall continue in full force and
7 effect from year to year unless written notice of desire to cancel, terminate or modify the contract
8 in whole or in part is served by either party on the other at least sixty (60) days but not more than
9 120 days prior to the expiration date.

10

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

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1 **IN WITNESS WHEREOF**, the parties hereto have signed and executed this Agreement and
2 several other copies hereof this 16th day of January, 2024.
3
4

5
6 CITY OF PERRYSBURG
7

INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, LOCAL 3331,
PERRYSBURG FIREFIGHTERS

8
9
10 By Thomas G. Mackin
11 _____
12 Tom Mackin, Mayor
13

By Chris Stockner

President
Chris Stockner

14
15 By Amber Rathburn
16 _____
17 Amber Rathburn, Finance Director
18

By Joey Snyder

Bargaining Committee Member
Joey Snyder

19
20 By Josh Hamrick
21 _____
22 Bargaining Committee Member
23 Josh Hamrick
24

25
26 This Agreement subject to approval by the Council of the City of Perrysburg, Ohio.
27
28
29

Approved as to form: Timothy W. Effler

Timothy W. Effler, Law Director

Perrysburg – IAFF – 2024 - 2026 CBA - FINAL – 01.16.24**APPENDIX A****SECTION A-1 FIRE UNIT WAGE RATES**

2024 – 4.0%							
Grade	B	C	D	E	F	G	H
14	\$33.37	\$35.00	\$36.72	\$38.56	\$40.48	\$41.48	\$42.48
14*	\$26.69	\$28.00	\$29.38	\$30.85	\$32.38	\$33.18	\$33.99
15	\$36.04	\$37.80	\$39.66	\$41.65	\$43.72	\$44.80	\$45.88
15*	\$28.83	\$30.24	\$31.73	\$33.32	\$34.97	\$35.83	\$36.71
16	-	-	-	-	-	-	\$49.55
16*	-	-	-	-	-	-	\$39.64

2025 – 4.0%							
Grade	B	C	D	E	F	G	H
14	\$34.70	\$36.40	\$38.19	\$40.11	\$42.10	\$43.14	\$44.18
14*	\$27.76	\$29.12	\$30.56	\$32.08	\$33.68	\$34.50	\$35.35
15	\$37.48	\$39.31	\$41.24	\$43.31	\$45.47	\$46.59	\$47.72
15*	\$29.98	\$31.45	\$33.00	\$34.65	\$36.67	\$37.26	\$38.18
16	-	-	-	-	-	-	\$51.54
16*	-	-	-	-	-	-	\$41.23

2026 – 4.0%							
Grade	B	C	D	E	F	G	H
14	\$36.09	\$37.85	\$39.72	\$41.71	\$43.78	\$44.86	\$45.95
14*	\$28.87	\$30.29	\$31.78	\$33.37	\$35.02	\$35.88	\$36.76
15	\$38.98	\$40.88	\$42.89	\$45.05	\$47.29	\$48.45	\$49.63
15*	\$31.18	\$32.71	\$34.32	\$36.04	\$37.83	\$38.75	\$39.70
16	-	-	-	-	-	-	\$53.60
16*	-	-	-	-	-	-	\$42.88

SECTION A-2 RANK DIFFERENTIALS**CLASSIFICATION**

Lieutenant

Captain

DIFFERENTIAL

8% above top step Firefighter/Paramedic

8% above top step Lieutenant

Perrysburg – IAFF – 2024 - 2026 CBA - FINAL – 01.16.24**SECTION A-3 CLASSIFICATIONS AND GRADES (FIRE):**

<u>CLASSIFICATION</u>	<u>GRADE</u>
CAPTAIN	16/16*
LIEUTENANT	15/15*
FIRE MARSHAL	15/15*
FIREFIGHTER/PARAMEDIC	14/14*

SECTION A-4 SALARY INCREASES:

- A. Beginning in 2024, the number of pay steps will be reduced from eight to seven, with Steps B-H being the new pay range. Employees will stay at their current pay Step within this range until their next pay rate anniversary date qualifies them for the next Step. However, those employees who were in the old pay Step A will move to pay Step B. These changes will take effect on the first full pay period following the execution date.

Example:

Previous Step	New Step	Next Pay Rate Anniversary Date
A	B	Advance to Step C
E	E	Advance to Step F
H	H	Remain in Step H

- B. Annual salaries and hourly rates are hereby established as indicated in Appendix A, which shall include a three percent (3.0%) economic adjustment and a four percent (4.0%) wage increase in the salary matrix effective the first full pay period after the date of execution, a four percent (4.0%) increase effective the first full pay period after January 1, 2025, and a four percent (4.0%) increase effective the first full pay period after January 1, 2026.

SECTION A-5 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.

SECTION A-6 STEP PLACEMENT AND ADVANCEMENT

Full-time Members will advance to the next step in the pay scale effective the first full pay period of their pay rate anniversary month. The separation between steps shall be one (1) year. Lateral transfer employees will be placed pursuant to section 4.5 of this Agreement.

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APPENDIX B DRUG-FREE AND ALCOHOL-FREE WORKPLACE POLICY

SECTION B-1 PURPOSE

The parties recognize that the nature of the fire service requires that personnel conduct themselves in a manner consistent with high standards of health and safety. Alcoholism and drug abuse and/or addiction are recognized by the parties as interfering with the Department's services and as posing a real and substantial danger to other Members and employees and to the general public. The parties agree that the City has the right to insist on an alcohol and drug-free workplace; to expect all Members to report for work in a condition to perform their duties; and to expect Members to comply with all federal, state and local alcohol and drug laws. While the parties agree that Members afflicted with a substance abuse problem are to be encouraged to seek qualified assistance and will not be disciplined solely for seeking assistance for a substance abuse problem, the presence of drugs or alcohol on the job and the influences of these substances on Members during working hours will not be tolerated. Any violation of the following policy or the refusal to comply with it may result in discipline, up to and including discharge. Members are expected to comply with the Drug-Free and Alcohol-Free Workplace Policy outlined below.

The purpose of this policy is to establish a Drug-Free Workplace Program that balances our respect for individuals with the need to maintain an alcohol and drug-free work environment. The City is committed to protecting the safety and health of all employees and other individuals, such as the general public. The use and/or effects of drugs and/or alcohol at work interferes with that goal. Employees abusing drugs and alcohol jeopardize the health and safety of themselves, their coworkers, citizens, and others. Substance abuse is responsible for tremendous losses in terms of absenteeism, diminished productivity, employee crime, accidents, increased medical benefits expenditures, and reduced employee morale.

This Policy applies to all employees and sets the foundation for having a Drug-Free Workplace. The City intends to create a safe, drug and alcohol-free work environment and ensure compliance with applicable federal and state regulations as well as any and all collective bargaining agreements. Drug testing laws safeguard employees' rights while recognizing the benefits of drug testing in the workplace.

Management is committed to safety and views it as a core value. Employees must take personal responsibility for their own safety. A comprehensive approach to safety management includes but is not limited to: analyzing and minimizing risk factors within the workplace; ensuring the safety of all equipment; training employees to perform their jobs safely; developing and enforcing work rules that support safety; accountability for supervisors to address safety issues; analysis of accidents and incidents to determine what safety processes need improvement; and encouraging and rewarding employees for bringing forward safety issues. All employees need to understand how important safety is in the workplace and that the City considers safety to be everyone's responsibility. All employees are responsible for reporting suspected drug or alcohol use by other employees that would violate this Policy.

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1 **SECTION B-2 DEFINITIONS**

Term	Definition
Alcohol	any beverage that contains ethyl alcohol (ethanol), including but not limited to beer, wine and distilled spirits.
Marijuana	all parts of a plant of the genus cannabis, whether growing or not; the seeds of a plant of that type; the resin extracted from a part of a plant of that type; and every compound, manufacture, salt, derivative, mixture, or preparation of a plant of that type or of its seeds or resin. "Marijuana" does not include the mature stalks of the plant, fiber produced from the stalks, oils or cake made from the seeds of the plant, or any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks, except the resin extracted from the mature stalks, fiber, oil or cake, or the sterilized seed of the plant that is incapable of germination. "Marijuana" does not include "hemp" or a "hemp product" as those terms are defined in section 928.01 of the Revised Code.
Controlled Substance	a drug, compound, mixture, preparation, or substance included in schedule I, II, III, IV, or V as defined in Ohio Revised Code Section 3719.01(C)
Conviction	a finding of guilt (including a plea of nolo contendere), an imposition of sentence, or both, by a judicial body charged with the responsibility to determine violations of Federal or State criminal drug statutes
Criminal drug statute	a criminal statute or ordinance (local, state or federal) involving manufacture, distribution, dispensation, use, or possession of a controlled substance
Employee	any person; management, supervisory or non-supervisory who is paid in whole or in part by the City
Negative Test Result	the test specimen must contain either none of the targeted drug (or its metabolites) or a concentration level that is less than the minimum threshold amount for that drug
Positive Test Result	any test result which (1) exceeds the federal

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	guidelines or those levels specified in a collective bargaining agreement that differ from federal guidelines; or (2) results from any refusal to test or failure to cooperate by an employee; or (3) a sample which is adulterated in any way, as determined by the DHHS certified laboratory.
Safety Sensitive Position	a job where the employee holding this position has the responsibility for their safety and other people's safety.

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SECTION B-3 POLICY

The City supports the Drug Free Workplace Act of 1988 (PL-100-690). Through the implementation of the Drug Free Workplace Program, the City shows a commitment to safety. Management and non-management employees play an active role in the safety processes and will take personal responsibility for their safety as well as the safety of others.

Consequently, any unlawful manufacture, distribution, dispensation, possession, or use of controlled substances on City premises by employees is strictly prohibited, and violators will be subject to discipline and criminal prosecution.

Prohibited conduct under this policy includes, but is not limited to:

1. Possession or consumption of alcoholic beverages in City vehicles, while in City uniform or while on City property, whether on duty or off duty. This includes time on paid breaks or unpaid lunch breaks.
2. Possession or consumption of Marijuana or any Marijuana derivative, whether on duty or off duty, in City vehicles, while in City uniform or while on City property. This includes time on paid breaks or unpaid lunch breaks.
3. Being under the influence of intoxicants or illicit/illegal drug while conducting work for or on behalf of the City. This shall include, but is not limited to, while in City vehicles, while in City uniform, while on City premises; and/or while off duty and off of City premises. This includes time on paid breaks or unpaid lunch breaks.
4. The illegal use, possession, manufacture, sale, dispensing, and transporting of drugs, narcotics and controlled substances while conducting work for or on behalf of the City. This shall include, but is not limited to, while in City vehicles, while in City uniform, while on City premises; and/or while off duty and off of City premises. This includes time on paid breaks or unpaid lunch breaks.
5. The presence of any detectable amount, as outlined under Screening/Confirmation Limits, of Marijuana Metabolites or any illegal drug or illegal controlled substance in an employee's body system, while performing City business or while in a City facility, is prohibited. This includes time on paid breaks or unpaid lunch breaks.
6. The illegal (not prescribed) or improper (not as prescribed) use of prescription drugs, as it is in violation of this Policy to intentionally misuse and/or abuse prescription drugs. The possession of drug paraphernalia in City vehicles, while in City uniform or while on City property, whether on duty or off duty. This includes time on paid breaks or unpaid

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- 1 lunch breaks. Medical Marijuana is a restricted substance for purposes of this Policy.
2 7. The use of prescription drugs to the extent that employee’s ability to make decisions,
3 exercise good judgment and/or operate equipment is compromised. This is to protect the
4 safety of the individual who is taking this medication as well as other employees and the
5 general public they may be working with or nearby. Employees should inform their
6 Supervisor of such prescription use and arrangements will be made, to the extent
7 possible, for duty reassignment. If that is not possible, employees may have to take a
8 temporary medical leave of absence until they can be released by a physician as fit for
9 duty. Failure to properly report such prescription use may result in discipline.
10 8. Aiding or assisting a fellow employee in the alteration, substitution, and/or similar
11 adulteration of a sample required for testing in an effort to secure a negative drug or
12 alcohol screen.
13

14 Employees should report to work fit for duty and free of any adverse effects of illegal drugs or
15 alcohol.
16

17 **PRESCRIPTION DRUGS**

18 The City does not prohibit employees from the lawful use of therapeutic prescription or over-the-
19 counter drugs when used in compliance with the instructions from the prescribing physician, the
20 pharmacist, and/or the packaging instructions. Failure to follow such instructions could indicate
21 the misuse or abuse of the medication. The City does not prohibit employees from the lawful use
22 of therapeutic prescription or over-the-counter drugs when such use does not affect the employee’s
23 job performance or conduct, threaten the safety, productivity, public image or property of the city
24 or its employees, or result in criminal behavior. Medical Marijuana is a restricted substance for
25 purposes of this Policy.
26

27 Employees must consult with their doctors about their medications’ effect on their fitness for duty
28 and ability to work safely, and they must promptly disclose any work restrictions to their
29 supervisor. Employees should not, however, disclose to the City underlying medical conditions
30 unless directed to do so.
31

32 No employee is to perform any function or duty on behalf of the City if the drugs being taken
33 under this provision adversely affect his or her ability to perform any such function or duty safely
34 and satisfactorily. In such situations, the employee should notify his or her supervisor to discuss
35 the situation. Among other possible adjustments that may be reasonably made, if any, the City
36 may, in its sole discretion re-assign the employee to another available job duty or function for
37 which the employee is qualified.
38

39 **DRUG RELATED CONVICTIONS**

40 Any employees convicted of a drug related offense occurring either in the workplace or out of the
41 workplace must notify the City in writing within five (5) calendar days of the conviction. The City
42 will take appropriate action, which may include discipline up to and including termination.

43 The City may also require an employee to satisfactorily participate in a drug abuse assistance or
44 rehabilitation program approved for those purposes by a Federal, State, or local health, law
45 enforcement, or another appropriate agency.
46

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1 Any employee convicted of a workplace-related drug offense, who fails to report the conviction
2 as required above will be:

- 3 1. Terminated from employment;
- 4 2. Forever barred from future employment; and
- 5 3. Held civilly liable for any loss of federal funds resulting from the failure to report the
6 conviction.

7 **SUBSTANCE ABUSE AWARENESS**

8 Illegal drug use and alcohol misuse have many serious adverse health and safety consequences.
9 Information about those consequences and sources of help for drug or alcohol problems is
10 available from the City, which can make referrals and assist employees with drug or alcohol
11 problems.

12
13 **EMPLOYEE ASSISTANCE**

14 The City will assist and support employees who voluntarily seek help for such problems before
15 becoming subject to discipline or termination under this or other City policies. The Employee
16 Assistance Program (EAP) is a short-term counseling, consultation, coaching and referral linkage
17 service provided to all City employees. Services are confidential, as protected by federal and state
18 HIPAA law, as well as by the independent licensure of the EAP counselors. Such employees may
19 be allowed to use accrued paid time off, placed on leaves of absence, referred to treatment
20 providers and otherwise accommodated as required by law. Voluntary entry into EAP is not
21 grounds for disciplinary action outside of this policy.

22
23 Any Member who tests positive for alcohol and/or drugs shall be subject to discipline, up to and
24 including dismissal. Depending upon the circumstance and severity of the event(s) leading up to
25 the positive testing of the Member, the City may, at its sole discretion, offer a “treatment in lieu
26 of termination”. In the event this is offered by the City, the Member must agree to participate in
27 and satisfy all of the obligations of a rehabilitation treatment program which shall be approved
28 by the City and an appropriate substance abuse professional.

29
30 An employee who participates in a rehabilitation or detoxification program will be placed on leave
31 for the period of the rehabilitation or detoxification program. The employee will be required to use
32 accrued sick or vacation leave for the period of the rehabilitation or detoxification program. Upon
33 exhaustion of the employee’s accrued sick or vacation leave, the employee may utilize
34 compensatory time, if available, if not, the employee will be granted leave without pay for the
35 period of the rehabilitation or detoxification program in accordance with the guidelines in the
36 Codified Ordinances.

37
38 Employees will be required to document that they are successfully following prescribed treatment
39 and to take and pass follow-up tests if they hold jobs that are safety-sensitive or require driving,
40 or if they have violated this policy previously. Once a follow-up drug test has been scheduled,
41 unless otherwise required by the Family and Medical Leave Act or the Americans with Disabilities
42 Act, the employee will have forfeited the opportunity to be granted a leave of absence for
43 treatment, and may face possible discipline, up to and including discharge.

44

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1 **INSPECTIONS**

2 The City reserves the right to inspect all portions of its premises for drugs, alcohol or other
3 contraband. All employees and visitors may be asked to cooperate in inspections of their persons,
4 work areas and property that might conceal a drug, alcohol or other contraband. Employees who
5 possess such contraband or refuse to cooperate in such inspections are subject to appropriate
6 discipline, up to and including discharge. Any illegal drugs or drug paraphernalia will be turned
7 over to an appropriate law enforcement agency and may result in criminal prosecution.

8
9 **MARIJUANA**

10 Marijuana (recreational and/or medical) is a restricted substance for purposes of this Policy.
11 Employees are prohibited from dispensing, distributing, possessing, or using Marijuana. The City
12 may refuse to hire, discharge, discipline, or otherwise take adverse employment action against any
13 person in violation of this Policy.

14
15 **SECTION B-3 DRUG AND ALCOHOL TESTING**

16 Alcohol and/or drug testing will be conducted under the following circumstances and in
17 accordance with the respective collective bargaining agreements. The City administers the
18 following tests:

- 19 • Pre-employment testing
- 20 • Federal DOT testing (CDL holders)
- 21 • Random selection
- 22 • Reasonable Suspicion
- 23 • Post-Accident
- 24 • Return to Duty
- 25 • Follow-up

26
27 **TESTING GUIDELINES**

28 The City will contract with a third-party vendor or vendors to provide collection services,
29 laboratory testing, and medical review of the test results. The vendor or vendors will utilize only
30 laboratories that are federally certified to do drug testing. Personnel employed by the lab shall be
31 certified as required by federal certification requirements. The facility testing breath samples and
32 collecting specimens shall hold all legally necessary licenses and shall be conducted in a manner
33 that is consistent with federal guidelines. The City and vendor(s) will follow the rules and
34 regulations set forth by the Substance Abuse and Mental Health Services Administration
35 (SAMHSA), a federal department of Health and Human Services (HHS), to conduct alcohol and
36 drug testing. The drug testing cut-off levels will be consistent with standards set by federal
37 guidelines, unless otherwise specified by a collective bargaining agreement.

38
39 The results of any drug or alcohol test will constitute medical information and will remain
40 confidential except for its use in official safety investigations or any action necessary to defend
41 the discharge or other discipline of the employee.

42
43 The employee will be provided with a copy of the test results.
44
45
46

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The employee may consult with a union representative, if available. The unavailability of a union representative will not delay the testing. Refusal or failure to submit to alcohol/drug testing after being properly ordered to do so will result in a positive test and may result in disciplinary action for insubordination.

The cost of drug and alcohol testing shall be borne by the City, except any test initiated at the request of the employee will be at the employee's expense.

ALCOHOL TESTING PROCEDURES

Alcohol tests performed under this Policy will be conducted with an evidential breath-testing device (EBT), approved for alcohol testing by the National Highway Traffic Safety Administration (NHTSA). The EBT will be utilized first when an employee is to be tested for both alcohol and drugs, and a urine collection will normally follow the collection of breath.

If the screening test result is at or above the initial BAC cutoff level, the employee will be required to take a confirmation test. Confirmation BAC test results are the final outcome of the test.

ALCOHOL TESTING LIMITS

<u>Initial BAC cutoff</u>	<u>Confirmation BAC</u>	<u>Result</u>
.040	.000-.039	<ul style="list-style-type: none"> • The result is not considered positive, however, the employee may be presumed to be impaired based on the employee's pattern of behaviors, and may face disciplinary action • Employee relieved of duty for the remainder of shift • May use vacation or compensatory time to cover the absence
	.040 or higher	Positive

SHY LUNG

Any employee who does not provide a sufficient amount of breath to permit a valid breath test will be instructed to attempt again to provide a sufficient sample. If the employee refuses to attempt, then the test will discontinue and will be considered a refusal to test.

DRUG TESTING PROTOCOLS

The following drugs and drug classes to be tested, as set by federal DOT regulations, the respective collective bargaining agreements, and/or City policy, may include:

- Amphetamines
- Barbiturates
- Benzodiazepines
- Cocaine Metabolites
- Marijuana Metabolites
- Methadone
- Methaqualone

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- 1 • Opiates
- 2 • Phencyclidine (PCP)
- 3 • Propoxyphene

4
5 All drug screening tests shall be conducted by medical laboratories certified by the Department of
6 Health and Human Services (DHHS) or certified by a DHHS recognized certification program.
7 Testing shall be conducted in a manner to ensure that an employee’s legal drug use does not affect
8 the drug test results. The procedures utilized by the Employer and testing laboratory shall include
9 an evidentiary chain of custody control. All samples collected shall be collected utilizing the split
10 sample method of collection, following prescribed testing procedures.

11
12 Sample collection is to be accomplished in a manner compatible with the employee’s dignity,
13 employees shall not be witnessed while submitting a urine sample. Test results shall be treated
14 with the same confidentiality as other employee medical records. If the Employee is taking
15 prescription or over-the-counter substances that might affect the results of the screen, the City must
16 be advised prior to the screen being administered.

SPLIT SAMPLE

17
18 If a drug confirmation test is positive, the employee may, upon written request and at the
19 Employee’s expense, have the split sample retested by a DHHS certified laboratory. This request
20 shall be presented within seventy-two (72) hours upon being notified of a positive result.

21
22
23 In the event the split sample test confirms the results of the first test, the Employer may proceed
24 with the sanctions as set forth in this Policy, or the Employee’s Collective Bargaining Agreement
25 if applicable.

26
27 In the event that the split sample test contradicts the result of the first test, the split sample result
28 is determined to be the final result. The results of this test, if positive, shall allow the Employer to
29 proceed with the sanctions as set forth in this Policy, or the Employee’s Collective Bargaining
30 Agreement if applicable. If the results are negative, the Employee shall be given the benefit of the
31 doubt and no sanctions shall be imposed, and the Employee will be reimbursed for the cost of the
32 split sample test.

33
34 All samples which test positive on a screening test shall be confirmed by gas chromatography-
35 mass spectrophotometry, and no records or unconfirmed positive tests shall be released or retained
36 by the laboratory.

SCREENING / CONFIRMATION LIMITS

DRUG	SCREENING TEST	CONFIRMATION
Amphetamines	1000 ng/ml	500 ng/ml GC-MS
Barbiturates	300 ng/ml	200 ng/ml GC-MS
Benzodiazepines	300 ng/ml	500 ng/ml
Cocaine Metabolites	300 ng/ml	150 ng/ml
Marijuana Metabolites	50 ng/ml	15 ng/ml
Methadone	300 ng/ml	200 ng/ml

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Methaqualone	300 ng/ml	200 ng/ml
Opiates	2000 ng/ml	2000 ng/ml
Phencyclidine PCP	25 ng/ml	25 ng/ml
Propoxyphene	300 ng/ml	200 ng/ml

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SHY BLADDER

When an employee does not supply a sufficient amount of urine, the collector will instruct the employee to drink up to forty (40) ounces of fluid in a period not to exceed three (3) hours. During this period of time, the employee will be observed to prevent the employee taking any action that compromises the collection practice. Any employee who does not provide a sufficient specimen within three (3) hours of the first unsuccessful attempt will be instructed to discontinue the collection and the testing will be recorded as a refusal.

PRE-EMPLOYMENT POST-OFFER TESTING

Pre-employment post-offer drug testing is required for all positions. The City will decline a final offer of employment if the candidate fails pre-employment drug testing. If a pre-employment test is cancelled, the individual will be required to undergo another test and successfully pass with a verified negative result before starting work.

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FEDERAL DOT TESTING (CDL HOLDERS)

An employee in a position that requires the employee to obtain and maintain a commercial driver's license (CDL) shall be subject to the policies and procedures for drug and alcohol testing, including random as well as reasonable suspicion testing. All federal and state laws and regulations for CDL holders will apply. Employees will be responsible for understanding and complying with these laws and regulations. Questions should be directed to the Office of Human Resources.

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RANDOM SELECTION

When an employee is notified of a random test, they must cease work as soon as practicable, proceed immediately to the collection site, and arrive for testing within a reasonable period. Collection sites may be fixed or mobile, located either at the work site or at a remote location. All employees must comply with an order to test.

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REASONABLE SUSPICION TESTING

In order to maintain a safe and healthful work environment, the City reserves the right to require drug or alcohol testing of an employee on the basis of "reasonable suspicion."

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Reasonable suspicion that an employee is under the influence of or has used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but is not limited to, any of the following:

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1. Observable behavior, such as the direct observation of drug or alcohol use or possession, and/or the physical symptoms of being under the influence of a drug or alcohol;
2. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;
3. Arrest or conviction for a drug or alcohol related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;

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- 1 4. Information provided either by reliable and credible sources or independently
- 2 corroborated;
- 3 5. Evidence that an employee tampered with a previous drug or alcohol test; OR
- 4 6. Facts or circumstances developed in the course of an authorized investigation of an
- 5 accident or unsafe working practice.
- 6

7 Drug or alcohol testing of an employee, under this Policy, will be conducted for administrative

8 purposes, and the results will not be used to criminally prosecute the employee.

9

10 **POST ACCIDENT TESTING**

11 Post-accident drug and alcohol testing shall be required of the employee in/operator of a motor

12 vehicle in any of the following circumstances:

- 13 • An employee is the operator of a motor vehicle involved in an on-the-job driving accident
- 14 that results in injury or death.
- 15 • An on-the-job driving accident that results in a citation to the employee under state or local
- 16 law for a moving traffic violation arising from the accident
- 17 • An employee is the operator of a motor vehicle involved in an on-the-job driving accident
- 18 and the vehicle requires towing from the accident scene.
- 19 • An employee is the operator of a motor vehicle involved in an on-the job driving accident
- 20 and any involved person requires treatment away from the accident scene.
- 21 • When an employee requires medical treatment from a medical provider due to an injury
- 22 sustained on the job.
- 23 • When an employee causes substantial property damage in excess of \$1,000.00.
- 24

25 **RETURN TO DUTY**

26 Before returning to work after a positive test result, an employee must take a return to duty test

27 and have a negative result. The Return to Duty test will be scheduled upon written confirmation

28 of the employee’s satisfactory completion of the rehabilitation or detoxification program and will

29 be subject to direct observation at the collection site. Upon receipt of a negative Return to Duty

30 test, the employee will be returned to his former or a similar job classification.

31

32 **FOLLOW UP TESTING**

33 Employees having successfully satisfied a Return to Duty test may be subject to random periodic

34 retesting upon the employee’s return to work for a period of 1 year from the date of return.

35

36 **SECTION B-4 NOTICE OF REBUTTABLE PRESUMPTION**

37 Pursuant to ORC § 4123.54, when an employee who suffers a work-related injury tests positive

38 for alcohol or drugs or refuses to be tested, the positive test or refusal to test creates a rebuttable

39 presumption that the presence of alcohol/drugs in an employee's system is the proximate cause of

40 a work-related injury. The burden of proof then shifts to the employee to prove that the presence

41 of the alcohol or drug was not the proximate cause of the work-related injury. An employee who

42 tests positive or refuses to submit to chemical testing may be disqualified for compensation and

43 benefits under the Workers' Compensation Act.