

Mayor
Kathy Huner

City Council
Shane Chamberlin
Patrick Griggs
Steve Schneider
Harold Stickley
Jeff Stiriz
Scott Stiriz



Director of Law
Thomas A. McWatters III

Director of Finance
Jamie L. Giguere

Director of Public Service
Keith C. Torbet

Police Chief
Kevin Chittenden

Fire Chief
Rick Sluder

December 4, 2020

Wauseon City Council
230 Clinton Street
Wauseon, Ohio 43567

Re: Council Meeting of December 7, 2020

Dear Council Members:

Please recall that the Council meeting this Monday will be conducted via Zoom.

We are not aware of anyone wishing to address Council at the outset of the meeting.

The Finance Committee will present a report and recommend that the Fire Department Collective Bargaining Agreement for the period through April 1, 2023, be approved. The Agreement has been approved by the union. The Finance Committee will also recommend that the employee wage scale be increased 3.1% based on the Consumer Price Index increases for 2019 and 2020. Finally, the Finance Committee will recommend that the 2020 across-the-board wage increase of 2.25%, plus merit increases, for all non-union, full-time employees, be approved.

There will be a first reading on the following four resolutions:

Resolution 2020-22 (emergency), which authorizes the Mayor to enter into an Agreement with Ohio Plan Risk Management, Inc. for Casualty, Liability, Fire and Property Damage Insurance for 2021.

Resolution 2020-23, which authorizes the Mayor to execute a utility easement with Ohio Gas Company for a twenty-foot strip along the southeast corner of a parcel of ground located near the corner of County Road F (Linfoot Street) and County Road F.

Resolution 2020-24, which authorizes the Mayor to enter into an Agreement with Pareto Captive Services, LLC, Sun Life Financial, and Mutual Health Services for the provision of health insurance for 2021.

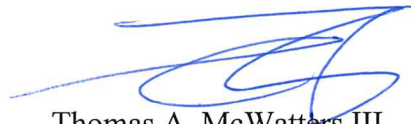
Resolution 2020-25, which authorizes the Mayor to enter into an agreement with Met Life for the provision of life insurance and voluntary dental and vision insurance for full-time employees.

There will be a second reading on Resolution 2020-20, which authorizes the Mayor to enter into the annual Agreement with Fulton County for Indigent Services. There will also be a second reading on Resolution 2020-21, which authorizes the Mayor to enter into the annual EMA contract with Fulton County.

In new business, a motion will be necessary to appoint Council Members Shane Chamberlin and Scott Stiriz to the Volunteer Fire Fighters Dependents Board.

These are the only issues I am aware of to come before Council. Should any member of Council have any questions or comments, you are strongly encouraged to contact the appropriate Department Head prior to the meeting.

Respectfully submitted,



Thomas A. McWatters III
City Law Director

TAM:knp

cc: Kathy Huner, Mayor
Andrea Gerken, Clerk of Council
Jamie Giguere, Finance Director
The Blade

Mayor
Kathy Huner

City Council
Shane Chamberlin
Patrick Griggs
Steve Schneider
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Director of Public Service
Keith C. Torbet

Police Chief
Kevin Chittenden

Fire Chief
Rick Sluder

WAUSEON CITY COUNCIL AGENDA
December 7, 2020 @ 5:00 pm
Zoom Meeting – Live Streamed on Facebook

Order of Business

1. Call meeting to order
2. Pledge of Allegiance
3. Moment of Silence
4. Roll Call
 - a) Council President Chamberlin
 - b) Councilor Schneider
 - c) Councilor Stickley
 - d) Councilor Jeff Stiriz
 - e) Councilor Griggs
 - f) Councilor Scott Stiriz
5. Approval of prior meetings' minutes:
 - a) Council Meeting: November 16, 2020
 - b) Committee of the Whole: December 3, 2020
 - Motion to approve the meeting minutes moved by _____ and seconded by _____.
All in favor:
6. Names of Individuals Wishing to Address Council and Topic
7. Committee Reports
 - a) Finance Committee: Wednesday, December 2, 2020, Steve Schneider, Chair
 - Motion to accept the Finance Committee recommendation to approve the Fire Department Collective Bargaining agreement through April 1, 2023 moved by _____ and seconded by _____.
Vote: ____ Yeas ____ Nays
 - Motion to accept the Finance Committee recommendation to increase the employee wage scale 3.1% based on the Consumer Price Index (CPI) increases for 2019 and 2020 moved by _____ and seconded by _____.
Vote: ____ Yeas ____ Nays
 - Motion to accept the Finance Committee recommendation to approve the 2020 across-the-board wage increase of 2.25%, plus merit increases, for all non-union, full-time employees moved by _____ and seconded by _____.
Vote: ____ Yeas ____ Nays
8. Department Head Reports
 - a) Rick Sluder, Fire Chief
 - b) Kevin Chittenden, Police Chief

- c) Keith Torbet, Director of Public Service
 - d) Jamie Giguere, Director of Finance
 - e) Thomas McWatters III, Law Director
9. First Reading of Legislation or Emergency
- a) Resolution 2020-22: Authorizing the Mayor to Enter Into an Agreement with Ohio Plan Risk Management, Inc. for Casualty, Liability, Fire and Property Damage Insurance; and Declaring an Emergency
 - Motion to place Resolution 2020-22 on emergency reading moved by _____ and seconded by _____.
Vote: ____ Yeas ____ Nays
 - Motion to place Resolution 2020-22 on final reading moved by _____ and seconded by _____.
Vote: ____ Yeas ____ Nays
 - b) Resolution 2020-23: Authorizing the Mayor to Grant a Permanent Easement to Ohio Gas Co. for a Twenty Foot Strip Along the Southeast Corner of Fulton County Parcel No. 06-015518-05.000 Located Near the Corner of County Road F (Linfoot Street) and County Road 13
 - Motion to place Resolution 2020-23 on first reading moved by _____ and seconded by _____.
Vote: ____ Yeas ____ Nays
 - c) Resolution 2020-24: Authorizing the Mayor to Enter into an Agreement with Pareto Captive Services, LLC, Sun Life Financial, and Mutual Health Services for the Provision of Health Insurance for 2021
 - Motion to place Resolution 2020-24 on first reading moved by _____ and seconded by _____.
Vote: ____ Yeas ____ Nays
 - d) Resolution 2020-25: Authorizing the Mayor to Enter into an Agreement with Met Life to Provide Life Insurance and Voluntary Dental and Vision Insurance for Full Time Employees
 - Motion to place Resolution 2020-25 on first reading moved by _____ and seconded by _____.
Vote: ____ Yeas ____ Nays
 - e) Resolution 2020-26: Authorizing The Mayor to Enter into an Agreement with the Wauseon Professional Firefighters IAFF, Local 5223; and Declaring an Emergency
 - Motion to place Resolution 2020-26 on emergency reading moved by _____ and seconded by _____.
Vote: ____ Yeas ____ Nays
 - Motion to place Resolution 2020-26 on final reading moved by _____ and seconded by _____.
Vote: ____ Yeas ____ Nays
10. Second Reading of Legislation or Emergency
- a) Resolution 2020-20: A Resolution Authorizing the Mayor to Enter into an Agreement for Indigent Defense Services in County Court with the Fulton County Commissioners
 - Motion to place Resolution 2020-20 on second reading moved by _____ and seconded by _____.
Vote: ____ Yeas ____ Nays
 - b) Resolution 2020-21: A Resolution Authorizing the Mayor to Enter into an Agreement for a Countywide Emergency Management Agency Pursuant to Ohio Revised Code Section 5502
 - Motion to place Resolution 2020-21 on second reading moved by _____ and seconded by _____

_____.

Vote: ____ Yeas ____ Nays

11. Third Reading of Legislation or Emergency

12. New Business

- a) Motion to appoint Council President Chamberlin and Councilor Scott Stiriz to the Volunteer Firefighter Dependent Board moved by _____ and seconded by _____.

Vote: ____ Yeas ____ Nays

13. Approval of the Bills

- a) Motion to approve and pay the bills moved by _____ and seconded by _____.

Vote: ____ Yeas ____ Nays

14. Adjournment

- a) Motion to adjourn at _____ p.m. moved by _____ and seconded by _____.

All in favor:

Andrea R Gerken
Clerk of Council

Council reserves the right to adjourn into Executive Session at any time it deems appropriate. The distribution of this Agenda does not obligate Council to take action on the items set forth herein, nor does it limit Council from taking action on other items not on the Agenda. The items listed on the Agenda are subject to change. If additional items are added, Council will use its best effort to notify all interested parties of changes prior to the meeting.

Finance Committee

Wednesday, December 2, 2020 @ 12 PM

Council Chambers

Members present: Steve Schneider, Chair, Jeff Stiriz and Shane Chamberlin

Staff present: Mayor Huner, Tom McWatters, Keith Torbet, Jamie Giguere, Chief Chittenden, Chief Sluder and Andrea Gerken

Fire Department Union Contract

This meeting was called to order at 12:00 p.m. by Councilor Schneider. Councilor Schneider asked Tom McWatters to explain the fire union contract. Tom McWatters said there was a lot of work that went into what the wages of the fire department should be. He asked if there were any questions about the wages or the contract. Councilor Schneider asked Finance Director Giguere if she was comfortable with the wages in the agreement. Finance Director Giguere said yes. Councilor Jeff Stiriz commented that this matter should have been brought to the Personnel Committee and not the Finance Committee. President Chamberlin asked about the vacation time and Chief Sluder said everything is figured on a 56 hour per week average due to the 24 hour shifts. Tom McWatters said the merit bonuses are spread out over the entire year. Councilor Schneider asked if an employee resigns do they forfeit their merit bonus and Jamie Giguere said yes. Mayor Huner said the bonuses are not attached to their salary. Council President Chamberlin asked those who participated with the agreement if there are any details the committee should look at that they haven't addressed. Chief Sluder said this is basically an agreement for wages and benefits and this will not affect any service delivery issues or how the department operates. Councilor Stiriz asked about the length of the contract and Jamie Giguere said April 1, 2023 was the expiration. Jamie Giguere said they did negotiate a signing bonus of \$500. There was general discussion about the agreement.

Motion to approve the Fire Department Collective Bargaining Agreement through April 1, 2023 as presented moved by President Chamberlin and seconded by Councilor Jeff Stiriz.

Vote: 3 Yeas 0 Nays *Motion Carries*

Wage Scale Modification Recommendation

Jamie Giguere said that in 2019 she recommended not changing the scale. She said the CPI has increased a total of 3.1% since 2018. Her recommendation is to increase the scale the 3.1% based on the consumer price index (CPI). Tom McWatters explained that increasing the wage scale doesn't necessarily effect employee wages. The goal is to keep employees from maxing out at the top of the scale. There was general discussion about the wage scale.

Motion to approve the 3.1% increase of the wage compensation scale based on the Consumer Price Index (CPI) and the recommendation by Finance Director, Jamie Giguere moved by President Chamberlin and seconded by Councilor Schneider.

Vote: 3 Yeas 0 Nays *Motion Carries*

Employee Wage Increase Proposal

Jamie Giguere provided the attached list of Mayor Huner's recommendation for wages and merit increases. Councilor Schneider asked if there are employees who top out and cannot get an increase and Jamie Giguere said no; this is one of the reasons the wage scale is evaluated yearly. Council President Chamberlin asked Mayor Huner if she was comfortable with the recommendation and she said yes. President Chamberlin said he is concerned about the budget as the city revenue keeps going down but the cost of doing business keeps going up. Councilor Stiriz said if a fire district is created; another levy will likely not pass if the county includes Clinton Township and Wauseon residents in their levy. Council President Chamberlin said if this were to happen levy education would be very important. There was general discussion about the possibility of the fire department becoming self-sufficient and the proposed employee wage increases.

Motion to approve the 2020 wage percentage increase proposal moved by Council President Chamberlin and seconded by Councilor Jeff Stiriz.

Vote: 3 Yeas 0 Nays *Motion Carries*

With no further business to discuss, the meeting adjourned at 12:37 p.m.

Respectfully Submitted,
Andrea R. Gerken

City of Wauseon
2020 Wage Percent Increase Proposal
12/2/2020

	%		No. of Employees	Financial Impact
Overall	2.25%		40	-
Merit Increase Total	1.00%			
Evaluation Scores		% of Merit		
< 3.0	2.25%	0.00%	0	-
> or = 3.0	2.75%	50.00%	12	15,072.20
> or = 3.25	2.88%	62.50%	11	14,183.36
> or = 3.5	3.00%	75.00%	14	25,001.18
> or = 3.75	3.13%	87.50%	3	5,543.85
> or = 4.0	3.25%	100.00%	0	-
Average Score	3.4158	Total	40	59,800.60

* For Information Purposes Only:

Police Department

Command	2.93%	3	
Police Officers	3.31%	9	
Records & Dispatch	3.40%	2	
Average Score	3.2164	Total	14
Average Increase	2.75%		

Fire Department Union

Average Score	3.2190	10
Average Increase	8.25%	

City of Wauseon
Pay Scale and Point Ranges - 2021

CPI Oct-19 0.017
Oct-20 0.014

Change 0.031

Pay Range	Point Range	Minimum		Midpoint		Maximum		Pay Range
		Hourly	Salary	Hourly	Salary	Hourly	Salary	
1	78 - 88	\$ 8.70	\$ 18,096.00	\$ 10.44	\$ 21,715.20	\$ 12.18	\$ 25,334.40	1
2	89 - 99	\$ 10.28	\$ 21,380.47	\$ 12.33	\$ 25,646.40	\$ 14.39	\$ 29,931.20	2
3	100 - 110	\$ 10.79	\$ 22,443.20	\$ 12.95	\$ 26,936.00	\$ 15.11	\$ 31,428.80	3
4	111 - 121	\$ 11.33	\$ 23,566.40	\$ 13.60	\$ 28,288.00	\$ 15.87	\$ 33,009.60	4
5	122 - 132	\$ 11.90	\$ 24,752.00	\$ 14.28	\$ 29,702.40	\$ 16.66	\$ 34,652.80	5
6	133 - 143	\$ 12.50	\$ 26,000.00	\$ 15.00	\$ 31,200.00	\$ 17.50	\$ 36,400.00	6
7	144 - 154	\$ 13.13	\$ 27,310.40	\$ 15.76	\$ 32,780.80	\$ 18.39	\$ 38,251.20	7
8	155 - 165	\$ 13.79	\$ 28,683.20	\$ 16.55	\$ 34,424.00	\$ 19.31	\$ 40,164.80	8
9	166 - 176	\$ 14.48	\$ 30,118.40	\$ 17.38	\$ 36,150.40	\$ 20.28	\$ 42,182.40	9
10	177 - 187	\$ 15.20	\$ 31,616.00	\$ 18.24	\$ 37,939.20	\$ 21.28	\$ 44,262.40	10
11	188 - 198	\$ 15.96	\$ 33,196.80	\$ 19.15	\$ 39,832.00	\$ 22.34	\$ 46,467.20	11
12	199 - 209	\$ 16.76	\$ 34,860.80	\$ 20.11	\$ 41,828.80	\$ 23.46	\$ 48,796.80	12
13	210 - 220	\$ 17.60	\$ 36,608.00	\$ 21.12	\$ 43,929.60	\$ 24.64	\$ 51,251.20	13
14	221 - 231	\$ 18.48	\$ 38,438.40	\$ 22.18	\$ 46,134.40	\$ 25.88	\$ 53,830.40	14
15	232 - 242	\$ 19.40	\$ 40,352.00	\$ 23.28	\$ 48,422.40	\$ 27.16	\$ 56,492.80	15
16	243 - 253	\$ 20.37	\$ 42,369.60	\$ 24.44	\$ 50,835.20	\$ 28.51	\$ 59,300.80	16
17	254 - 264	\$ 21.39	\$ 44,491.20	\$ 25.67	\$ 53,393.60	\$ 29.95	\$ 62,296.00	17
18	265 - 275	\$ 22.46	\$ 46,716.80	\$ 26.95	\$ 56,056.00	\$ 31.44	\$ 65,395.20	18
19	276 - 286	\$ 23.58	\$ 49,046.40	\$ 28.30	\$ 58,864.00	\$ 33.02	\$ 68,681.60	19
20	287 - 297	\$ 24.76	\$ 51,500.80	\$ 29.71	\$ 61,796.80	\$ 34.66	\$ 72,092.80	20
21	298 - 308	\$ 26.00	\$ 54,080.00	\$ 31.20	\$ 64,896.00	\$ 36.40	\$ 75,712.00	21
22	309 - 319	\$ 27.30	\$ 56,784.00	\$ 32.76	\$ 68,140.80	\$ 38.22	\$ 79,497.60	22
23	320 - 330	\$ 28.67	\$ 59,633.60	\$ 34.40	\$ 71,552.00	\$ 40.13	\$ 83,470.40	23
24	331 - 341	\$ 30.10	\$ 62,608.00	\$ 36.12	\$ 75,129.60	\$ 42.14	\$ 87,651.20	24
25	342 - 352	\$ 31.61	\$ 65,748.80	\$ 37.93	\$ 78,894.40	\$ 44.25	\$ 92,040.00	25
26	353 - 363	\$ 33.19	\$ 69,035.20	\$ 39.83	\$ 82,846.40	\$ 46.47	\$ 96,657.60	26
27	364 - 374	\$ 34.85	\$ 72,488.00	\$ 41.82	\$ 86,985.60	\$ 48.79	\$ 101,483.20	27
28	375 - 385	\$ 36.59	\$ 76,107.20	\$ 43.91	\$ 91,332.80	\$ 51.23	\$ 106,558.40	28
29	386 - 396	\$ 38.42	\$ 79,913.60	\$ 46.10	\$ 95,888.00	\$ 53.78	\$ 111,862.40	29
30	397 - 407	\$ 40.34	\$ 83,907.20	\$ 48.41	\$ 100,692.80	\$ 56.48	\$ 117,478.40	30
31	408 - 418	\$ 42.36	\$ 88,108.80	\$ 50.83	\$ 105,726.40	\$ 59.30	\$ 123,344.00	31
32	419 - 429	\$ 44.48	\$ 92,518.40	\$ 53.38	\$ 111,030.40	\$ 62.28	\$ 129,542.40	32
33	430 - 440	\$ 46.70	\$ 97,136.00	\$ 56.04	\$ 116,563.20	\$ 65.38	\$ 135,990.40	33
34	441 - 451	\$ 49.04	\$ 102,003.20	\$ 58.85	\$ 122,408.00	\$ 68.66	\$ 142,812.80	34
35	452 - 462	\$ 51.49	\$ 107,099.20	\$ 61.79	\$ 128,523.20	\$ 72.09	\$ 149,947.20	35
36	463 - 473	\$ 54.06	\$ 112,444.80	\$ 64.87	\$ 134,929.60	\$ 75.68	\$ 157,414.40	36
37	474 - 484	\$ 56.76	\$ 118,060.80	\$ 68.11	\$ 141,668.80	\$ 79.46	\$ 165,276.80	37
38	485 - 495	\$ 59.60	\$ 123,968.00	\$ 71.52	\$ 148,761.60	\$ 83.44	\$ 173,555.20	38
39	496 - 506	\$ 62.58	\$ 130,166.40	\$ 75.10	\$ 156,208.00	\$ 87.61	\$ 182,228.80	39

**AGREEMENT
BETWEEN
CITY OF WAUSEON
AND
IAFF LOCAL 5223**

Effective Date of Execution to 04/01/2023

Case No. 2020-MED-01-0091

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PREAMBLE, RECOGNITION, AND DEFINITIONS

This Agreement is hereby entered into by and between the City of Wauseon, hereinafter referred to as the "Employer" or "City", and the Wauseon Professional Firefighters IAFF, Local 5223, hereinafter referred to as the "Union" or "Local 5223", to comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth in its entirety, the full and complete understandings and agreements between the parties governing wages, hours, terms and conditions of employment for those employees included in the bargaining unit as defined herein.

Whenever the term "employee" is used throughout this Agreement, it shall mean all full-time employees of the Wauseon Fire Department holding the rank of Firefighter and Lieutenant as certified in SERB case #2019-REP-07-0058 with the City of Wauseon Fire Department.

ARTICLE 1

UNION RECOGNITION

Section 1.1. Exclusive Representative The Employer recognizes the Union as exclusive representative for negotiating wages and salaries, hours of work, and all other terms and conditions of employment for all full-time firefighters and lieutenants in the Wauseon Fire Department as set forth in the certifications issued by the Ohio State Employment Relations Board's order in Case No. 2019-REP-07-0058 or as subsequently amended.

Section 1.2. List of Employees The Employer will furnish the Union with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of all new employees as hired.

Section 1.3. Employees Excluded Employees excluded are all employees of the Wauseon Fire Department holding the rank of Chief, Assistant Chief, and Captain, all part-time employees of the Wauseon Fire Department, and the Fire Department Executive Assistant.

ARTICLE 2

DEDUCTION OF DUES, INITIATION FEES AND ASSESSMENTS

Section 2.1. Employee Authorization During the term of this Agreement, the Employer shall deduct the regular monthly dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions.

Section 2.2. Amounts Deducted The dues so deducted shall be in the amounts established by the Union. The Union shall certify in writing to the Employer the amounts due and owing from the employees involved with 60 calendar days advance notice.

Section 2.3. Dues Deduction The Employer shall deduct dues from the employee's regular paycheck. If an employee has no pay due on that pay date, such amounts shall be deducted from the next or subsequent pay. The Employer shall not be obligated to make dues deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to

1 make all legally required deductions in addition to the deduction of Union dues. The Employer
2 shall not be required to deduct dues in the event an employee withdraws authorization for such
3 deductions in writing.
4

5 **Section 2.4. Transfer to Union** The Employer will submit payments to the Union in the
6 amount of the total dues withheld from these employees authorizing a dues deduction which shall
7 be tendered to the treasurer of the Union within thirty (30) days from the date of making said
8 deductions. Once the funds are remitted to the Union, their disposition thereafter shall be the sole
9 and exclusive obligation and responsibility of the Union.
10

11 **Section 2.5. Cessation of Dues Deductions** The Employer shall be relieved from making such
12 individual dues deductions upon an employee's: (1) termination from employment; (2) transfer to
13 a job other than one covered by this Agreement; (3) layoff from work; (4) an unpaid leave of
14 absence; or (5) written revocation of the deduction authorization.
15

16 **Section 2.6. Indemnification** The Union hereby agrees to hold the Employer harmless
17 from any and all liabilities or damages which may arise from the performance of its obligations
18 under this Article and the Union shall indemnify, including payment of Employer's attorney fees,
19 the Employer for any such liabilities or damages that may arise.
20

21 **Section 2.7. Authorization and Revocation** All members of the bargaining unit, as
22 identified in Article 1 of this Agreement may maintain or withdraw at any time their membership
23 in the Union. No employee shall be required to become a member of the Union as a condition of
24 their employment.
25

26 **ARTICLE 3**

27 **UNION REPRESENTATION AND LABOR MANAGEMENT MEETINGS**

28
29 **Section 3.1. On Duty Representatives** The parties recognize that in limited circumstances it
30 may be necessary for an employee representative of the Union to leave a normal work assignment
31 while acting in the capacity of representative. The Union recognizes the operational needs of the
32 Employer and will cooperate to keep to a minimum the time lost from work by representatives,
33 and attempt to accomplish Union duties on non-work time. Before leaving an assignment the
34 representative must obtain approval from the officer of the shift not in the bargaining unit.
35

36 **Section 3.2. Collective Bargaining Meetings** Two (2) members of the Negotiating
37 Committee shall be allowed reasonable time off work to participate in collective bargaining
38 meetings with the Employer, if held during a member's regular working hours without loss of pay.
39

40 **Section 3.3. Labor Management Meetings** In the interest of sound labor/management
41 relations, the Chief and his designees shall meet with representatives of the Union, if mutually
42 agreed necessary or desirable, on a mutually agreeable day and time for a labor management
43 meeting. Not more than two (2) representatives for the Employer and not more than two (2)
44 representatives for the bargaining unit shall attend labor-management meetings, unless mutually
45 agreed by the parties in advance of the meeting.

1 An agenda will be furnished and/or exchanged at least seven (7) calendar days in advance of the
2 scheduled meetings with a list of matters to be taken up in the meeting. The purpose of these
3 meetings shall be to:

- 4 (a). Discuss the administration of this Agreement;
5 (b). Notify the Union of changes by the Employer which affect bargaining unit
6 members;
7 (c). Disseminate general information of interest by the parties;
8 (d). Discuss ways to increase productivity and improve effectiveness;
9 (e). To consider and discuss health and safety matters relating to employees.

10
11 **ARTICLE 4**
12 **UNION ACTIVITIES**
13

14 **Section 4.1. Union Representatives** The Union Shall submit in writing the names of its
15 officers and representatives who are authorized to speak on behalf of the Union and/or represent
16 employees. The City agrees to recognize as Union representatives:

- 17 A. a Union staff representative (chief representative)
18 B. the local Union president
19 C. one (1) employee representative selected by the Union
20

21 The employee representative shall be authorized to represent employees through the first step of
22 the grievance procedure. The chief representative of the Union, or in his absence, the president,
23 shall be authorized to represent employees in subsequent steps of the grievance procedure.
24

25 **Section 4.2. Written Certification Required** No one shall be permitted to function as a
26 Union representative until the Union has presented the City with written certification of the
27 person's selection.
28

29 **Section 4.3. Roster** The Union shall provide to the City in writing an official roster of all Union
30 officers and the Union representatives, which shall be kept current at all times and shall include
31 the following:

- 32 A. Name
33 B. Address
34 C. Home and business telephone numbers
35 D. Union office held
36

37 **Section 4.4. Permitted Activities During Working Hours** Upon notification to the Fire
38 Chief, the Union representative will be permitted reasonable time during duty hours, without loss
39 of pay or benefits, to investigate, process, and attend hearings or meetings on grievances, but in
40 such a way that will not unnecessarily interfere with fire and rescue operations.
41

42 **Section 4.5. Rules on Activities** Rules governing the activity of the Union representatives are
43 as follows:

- 44 A. No officer, representative or other agent of the Union (employee or non-employee) shall
45 interfere, interrupt or disrupt the normal work duties of any City employees. The Union
46 may conduct meetings once per month on City property with notification to the Fire Chief.
47 Additional meetings may be conducted on the City property with prior authorization from

the Fire Chief. Each meeting will not exceed three (3) hours in duration.

B. Union officers, representatives and other agents shall cease unauthorized Union activities immediately upon the request of the City, or its designated representative.

C. Any employee found violating the provisions of this Article shall be subject to appropriate disciplinary action. Repeated violations of the provisions of this Article by a non-employee union representative may result in suspension or revocation of that individual's privileges as provided herein.

Section 4.6. Access to City Facilities Access to City work locations and the use of city-paid time, facilities, equipment, and other resources by the Union and by Union representatives shall be only as specifically authorized in this Agreement and shall not interfere with the efficiency, safety or security of the City's operations. The use of City equipment, machinery and property to aid in any manner the activities of the Union is prohibited unless specifically authorized by this Agreement and approved in advance by the Fire Chief.

Section 4.7. Negotiations During Regular Tours of Duty Employees may negotiate provisions of this Agreement during their regularly scheduled tour of duty without loss of pay, provided negotiation meeting dates are by mutual agreement of the parties.

ARTICLE 5

GENDER AND PLURAL

Section 5.1. Gender and Plural Whenever the context so requires, the use of the words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter genders shall be construed to include all of said genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 6

CONFORMITY TO LAW

Section 6.1. Invalid Provisions of Agreement If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein. The parties shall meet within thirty (30) days to renegotiate such stricken provision.

Section 6.2. Agreement Supersedes This Agreement supersedes and replaces all pertinent statutes, rules, and regulations over which it has the authority to supersede and replace. Where this Agreement is silent, the provisions of applicable laws and Ordinances will prevail.

ARTICLE 7

MANAGEMENT RIGHTS

Section 7.1. General Except to the extent modified by the provisions of this Agreement, the Employer reserves and retains solely and exclusively all of his legal rights to manage its operations.

1 The rights of the Employer shall include, but not be limited to his rights to establish, change or
2 abolish policies, practices, rules or procedures for the conduct of operations, its employees, and its
3 service to the citizens of the City consistent with the provisions of this Agreement.
4

5 **Section 7.2. Management Rights** The Employer's exclusive rights shall include, but shall not be
6 limited to the following except as expressly limited by the terms and conditions set forth in this
7 Agreement:

8 A. Determine matters of inherent managerial policy which include, but are not limited to, areas
9 of discretion or policies such as the functions and programs of the office, standards of services, its
10 overall budget, utilization of technology, and organizational structure;

11 B. To manage and direct its employees, including the right to select, hire, promote, transfer,
12 assign, supervise, evaluate, retain, layoff and recall;

13 C. Maintain and improve the efficiency and effectiveness of governmental operations;

14 D. Determine the overall methods, process, means or personnel by which operations are to be
15 conducted including the right to manage and determine the location, type, and number of physical
16 facilities, equipment, programs, and the work to be performed;

17 E. Suspend, discipline, demote or discharge for cause, or transfer, assign, schedule, or retain
18 employees and to lay off employees from duty due to the lack of work or lack of funds,
19 reorganization, or abolishment of positions;

20 F. To determine the size, composition and adequacy of the work force, to establish, alter and
21 change work schedules, to establish, modify, consolidate and to determine staffing patterns,
22 including, but not limited to the assignment of employees, qualifications required and areas worked;

23 G. Determine the overall mission of the Department as a unit of government;

24 H. Effectively manage the work force;

25 I. Take actions to carry out the mission of the Department as a governmental unit;

26 J. The right to select and determine the number and types of employees required, including the
27 right to select, hire, promote, transfer, evaluate, and to assign such work to such employees in
28 accordance with the requirements determined by the Employer;

29 K. The right to establish work schedules and assignments and to determine the necessity for
30 overtime and the amount and assignments required thereof;

31 L. To promulgate and enforce employment rules and regulations as related to job performance
32 and to otherwise exercise the prerogatives of management;

33 M. The right to maintain the security of records and other pertinent information; and

34 N. The right to determine the Employer's goals, objectives, programs and services, and to utilize
35 personnel in a manner designated to effectively meet these purposes.
36

37 **Section 7.3. Reserved Rights** The Union recognizes and accepts that all rights and
38 responsibilities of the Employer not specifically modified by this Agreement shall remain the rights
39 and responsibilities of the Employer.
40

41 The Employer retains and reserves all rights, power, authority, duty and responsibility confirmed or
42 invested in it by the laws and constitution of the State of Ohio and/or the United States of America.
43 The exercise of any such right, power, authority, duty or responsibility by the Employer and the
44 adoption of such rules, regulations, and policies as it may deem necessary, and as they apply to
45 employees represented by the Union, shall be limited only by the terms of this Agreement.
46

Section 7.4. Residual Rights In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer with regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

Section 7.5. Waiver Due to Emergency In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor, the Federal or State Legislature, or for reasons such as acts of God (force majeure), the Agreement, including the following conditions of this Agreement listed below, shall automatically be suspended until the end of the State of Emergency:

- (a) Time limits for Management or the Union's replies on grievances.
- (b) All work rules, agreements, and/or practices relating to the scheduling and/or assignment of employees.

The parties will make reasonable efforts to meet to address operational issues and provisions of this Agreement affected or impacted by the emergency.

ARTICLE 8

EMPLOYEE RIGHTS

Section 8.1. Disciplinary Meetings An employee has the right to request the presence and advice of a Union representative at all disciplinary interrogations.

Section 8.2. Interviews of Employees An employee who is to be questioned as a suspect in any investigation of any criminal charge against him shall be advised of his constitutional rights, including *Garrity*, before any questioning starts. Any questioning of an employee in connection with an investigation shall be for a reasonable period of time and shall allow for reasonable periods of rest and personal necessities of the employee.

Section 8.3. Notice of Nature of Investigation An employee will be informed of the nature of any investigation against him prior to any questioning. If the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised. In the event, during questioning, a witness becomes the focus of possible discipline, the employee shall be so advised and have the option for Union representation.

Section 8.4. Recordings Questioning of any employee in connection with an investigation may be recorded in full in writing or by electronic device by the employee or the employer. If either party intends to record an investigation, it shall so advise the other party prior to the commencement of the interview. If any such recording is made a copy shall be made available to the other party, and if a transcript of the statements made in the recording is produced, a copy of the transcript shall be made available to the other party, after the investigation has been completed.

Section 8.5. Written Notice At the conclusion of the investigation, the bargaining unit member under investigation shall be informed, in writing, of the investigative findings within a reasonable time.

Section 8.6. Review of Personnel File An employee may request an opportunity to review his personnel file, add memoranda to the file clarifying any documents contained in the file at a reasonable time and place designated by the Employer, and may have a representative of the Union present when reviewing his file. A request for copies (at a cost of \$.05 per copy) of items included in the file shall be honored.

ARTICLE 9

PROBATIONARY PERIOD

Section 9.1. Probation New employees shall be considered to be on probation during the first one (1) year of employment, and during said period, their employment may be terminated for any reason without recourse to the grievance procedure. Probationary employees who are retained for a period exceeding one (1) year will have as their seniority date their date of last hire. The probationary period may be extended for a period up to one year by the City for an employee to achieve the required certification, e.g. paramedic certification.

Section 9.2. Probationary Period for Rehire In the event the City rehires an employee, who previously completed a probationary period with the Employer, the probationary period for the rehire employee shall serve a six (6) month probationary period.

ARTICLE 10

BULLETIN BOARDS

Section 10.1. Bulletin Boards The City shall allow the placement of a bulletin board in an easily accessible and agreed upon location in the fire department building. Union notices relating to the following matters may be posted without the Fire Chief's prior approval.

- A. Union recreation and social affairs.
- B. Notice of Union meetings.
- C. Union appointments.
- D. Notice of Union elections.
- E. Results for the Union Elections
- F. Reports of non-political standing committees and independent non-political arms of the Union.
- G. Non-political publications, meetings or policies of the Union
- H. Civil service board or pension board publications

Section 10.2. Restrictions on Use All other notices of any kind not covered in A through H above must receive prior approval of the Fire Chief or his designated representative. It is also understood that no material may be posted on the Union bulletin boards at any time which contains the following:

- A. Personal attacks upon any employee or official of the City.
- B. Scandalous, scurrilous or derogatory attacks upon any employee or official of the City.
- C. Attacks on any other employee organization.
- D. Attacks on or favorable comments regarding a candidate for public or Union.
- E. Any national, state or local political or election item.

ARTICLE 11
PERSONNEL FILES

Section 11.1. Inspection It is recognized by the parties that the Employer must prescribe regulations for the custody, use and preservation of the records, papers, books, documents, and property pertaining to the City of Wauseon. Public records requests for information contained in an employee's personnel file will be handled in accordance with Ohio Revised Code Section 149.43.

Section 11.2. Alleged Inaccuracies If an employee, upon examining his personnel file, has reason to believe that there are inaccuracies in those documents to which he/she has access, the member may write a memorandum to the Chief or the appropriate representative explaining the alleged inaccuracy. If, upon investigation, the Chief, sustains such allegation, he shall do one of the following:

- a. The employee's memorandum may be attached to the material in question and filed with it and the Chief, or his representatives shall note thereon his concurrence; or
- b. The Chief or his representative may remove the inaccurate material from personnel file if he feels that its inaccuracies warrant such removal.

ARTICLE 12
SENIORITY AND RELATED MATTERS

Section 12.1. Computation of Seniority Except as otherwise specifically provided herein, seniority shall be computed on an employee's uninterrupted length of continuous service in the department as a full-time employee. Continuous service shall be broken by resignation, discharge, retirement, failure to report for work when recalled from layoff in accordance with Article 29 (Layoffs) herein or failure to return from an authorized leave of absence in accordance with Article 22 (Occupational Injury Leave) herein.

ARTICLE 13
NO STRIKE

Section 13.1. Joint Agreement The Employer and the Union agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the Employer and the Union to avoid work stoppages and strikes.

Section 13.2. No Strike Neither the Union nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the Employer for the duration of this Agreement. A breach of this Section may be grounds for discipline up to and including discharge. The Union shall not be held liable for the unauthorized activity of the employees it represents or its members who are in breach of this Section, provided that the Union meets all of its obligations under this Article.

Section 13.3. No Strike Violation The Union shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause. In the event of a violation of the "no-strike" clause, the Union shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the Employer, is in violation of this Agreement, unlawful and not sanctioned or approved of by the Union. The Union shall advise the employees to return to work immediately.

Section 13.4. No Lockout The Employer shall not lock out any employees for the duration of this Agreement.

ARTICLE 14

SAFETY AND WELFARE

Section 14.1. Safety Policy The City shall make reasonable provisions for the safety, health and welfare of employees. The Union members agree to work in cooperation with the City in maintaining safety in the department.

Section 14.2. Safe Equipment The City shall furnish and maintain in good working condition, within the limits of its financial capability, the necessary tools, facilities, vehicles, supplies and equipment required for employees to safely carry out their duties. Employees are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for properly using and caring for tools, facilities, vehicles, supplies and equipment provided by the City. The City may require an employee to restore or replace any item lost or damaged due to the employee's negligence. Willful or negligent destruction of any tools, clothing, facilities, supplies or equipment shall be grounds for disciplinary actions.

ARTICLE 15

RULES AND REGULATIONS

Section 15.1. Rules by Employer. The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies and procedures, consistent with the Employer's statutory authority to regulate the conduct of employees, and the conduct of the Employer's services and programs.

While all parties agree and understand that not all standards for conduct are or should be reduced to writing, the Employer agrees that existing work rules shall be made available to all members. The Employer will provide, except in case of operational necessity or emergency, seven (7) days or more notice to employees of new or revised work rules, regulations, policies, and procedures prior to their effective date. Notice may include posting (bulletin board or intranet), copies to employees, or otherwise made available to employees on requesting.

The Employer recognizes that work rules, regulations, and policies shall not directly conflict with the express terms of this Agreement.

Section 15.2. Employee Responsibility This Article shall not be interpreted in any manner so as to relieve an employee of his responsibilities to follow normal and customary rules of good and safe conduct and performance regardless of whether or not there exist rules, policies, and procedures.

ARTICLE 16 **GRIEVANCE PROCEDURE**

Section 16.1. General Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and, , shall have the right to be represented by a Union representative and/or Union attorney at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 16.2. Definitions For the purposes of this procedure, the below listed terms are defined as follows:

- a. **Grievance** - A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement.
- b. **Grievant** - The "grievant" shall be defined as any employee within the bargaining unit.
- c. **Days** - A "day" as used in this procedure shall mean calendar days.

Section 16.3. Administration The following procedures shall apply to the administration of all grievances filed under this procedure:

All grievances shall include the name and position of the grievant, the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing the said grievance, if known to the grievant, and a general statement of the nature of the grievance and the redress sought by the grievant on a form mutually agreed by the parties..

All decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his representative, if any.

Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that the grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the parties in future proceedings.

Where a group of bargaining unit members desire to file a grievance for a situation affecting more than one (1) member of the bargaining unit in a similar manner, one (1) member should be selected

1 to sign and file the grievance and each member who desires to be included in the grievance shall
2 sign and be listed on the one (1) grievance.

3
4 The grievant may request a Union representative to represent him at any step of the grievance
5 procedure.

6
7 The time limits provided herein will be strictly adhered to and any grievance not filed initially or
8 appealed within the specified time limits will be deemed waived and void. If the Employer fails to
9 reply within the specified time limit, the grievance shall automatically be advanced to the next step.
10 The time limits specified for either party may be extended only by written mutual agreement.

11
12 This procedure shall not be used for the purposes of adding to, subtracting from or altering in any
13 way any of the provisions of this Agreement.

14
15 **Section 16.4. Procedure** All grievances shall be administered in accordance with the
16 following steps of the grievance procedure:

17
18 **Step 1: Chief/Designee** An employee who believes he may have a grievance
19 shall notify in writing to the Chief/designee of the possible grievance within
20 fourteen (14) days (except for discipline which is appealable under Section 14.6
21 timelines) of the occurrence of the facts giving rise to the grievance. The
22 Chief/designee will schedule a meeting with the employee and a Union
23 representative, if such representation is requested by the employee, within seven
24 (7) days of the notice of the employee, at which time the issue in dispute will be
25 discussed with the objective of resolving the matter.

26
27 **Step 2: Mayor/Designee** If the Chief fails to give his written answer within
28 seven (7) days, or the grievant is not satisfied with the written decision at the
29 conclusion of Step 1, a written appeal of the decision may be filed with the Mayor
30 within seven (7) days from the date of the rendering of the decision at Step 1. Copies
31 of the written decisions shall be submitted with the appeal. The Mayor or his
32 designee may convene a hearing within twenty (20) days of the receipt of the appeal,
33 except in a discharge, where the hearing shall convene within ten (10) days of the
34 receipt of the appeal. The hearing will be held with the grievant, his Union
35 representative, unless expressly waived, and, as determined by the Mayor, any
36 other party necessary to provide the required information for the rendering of a
37 proper decision. The Mayor or his designee shall issue a written decision to the
38 employee with a copy to the Union representative within fourteen (14) days from
39 the date of the hearing. If the grievant is not satisfied with the decision at step 2 he
40 may proceed to arbitration pursuant to the Arbitration Procedure, Article 17.

41
42 **ARTICLE 17**

43 **ARBITRATION PROCEDURE**

44
45 **Section 17.1. Appeal to Arbitration** In the event a grievance is unresolved after being
46 processed through all steps of the Grievance Procedure, unless mutually waived, then within ten (10)

1 days after the rendering of the decision at Step 2, the Union may submit the grievance to arbitration.
2 Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an
3 arbitrator. If such agreement is not reached, the parties will promptly request the Federal Mediation
4 and Conciliation service to submit a panel of arbitrators and will choose one by the alternative strike
5 method. Alternatively, the parties may mutually agree to an arbitrator.

6 Mediation. Prior to the selection or prior to an arbitration the parties may agree to non-binding
7 mediation with the services of a State or Federal mediator.
8

9 **Section 17.2. Arbitrator Authority** The arbitrator shall have no power or authority to add to,
10 subtract from, or in any manner alter the specific terms of this Agreement or to make any award
11 requiring the commission of any act prohibited by law or to make any award that itself is contrary
12 to law or violates any of the terms and conditions of this Agreement.
13

14 **Section 17.3. Costs** The fees and expenses of the arbitrator and the cost of the hearing room, if
15 any, will be borne by the party losing the grievance. All other expenses shall be borne by the party
16 incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.
17

18 **Section 17.4. Witnesses** An employee other than the grievant who is requested to appear at the
19 arbitration hearing by either party shall attend without the necessity of subpoena and shall be
20 compensated at his regular straight-time hourly rate for all time lost from his regular schedule because
21 his attendance is required by either party. Any request made by either party for the attendance of
22 witnesses shall be made in good faith.
23

24 **Section 17.5. Arbitrator's Decision** The arbitrator's decision and award will be in writing and
25 delivered within sixty (60) calendar days from the date the record is closed. The decision of the
26 arbitrator shall be final and binding upon the parties. This provision shall not preclude either
27 party's rights under Ohio Revised Code Chapter 2711.
28

29 **ARTICLE 18**

30 **CORRECTIVE ACTION**

31
32 **Section 18.1. Good Behavior** The tenure of every employee shall be during good behavior and
33 efficient service. No employee shall be disciplined except for cause.
34

35 **Section 18.2. Exclusive Appeal** The grievance procedure of this Agreement shall be the sole and
36 exclusive procedure for appealing time off, loss of pay, or discharge disciplinary action.
37

38 **Section 18.3. Progressive or Appropriate Discipline** Progressive discipline shall normally takes
39 into account the nature of the violation, the employee's record of discipline, and the employee's
40 record of performance and conduct. In those instances where more severe discipline is warranted,
41 the Employer may discipline the member according to the severity of the incident, up to and
42 including termination/discharge.
43

44 **Section 18.4. Methods of Discipline** Depending upon the severity of the infraction, the disciplinary
45 steps may include some or all of the following:
46

47 1. Verbal Reprimand

5. Forfeiture of paid leaves

- | | |
|-----------------------|-------------------------------------|
| 2. Written Reprimand | 6. Demotion |
| 3. Working Suspension | 7. Discharge |
| 4. Suspension | 8. Other Mutually Agreed Discipline |

In determining the penalty for any offense, the Employer shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct. The level of discipline shall be commensurate with the infraction and may be advanced discipline on the initial infraction, up to and including removal. The Employer may place an employee on administrative leave while investigating a disciplinary matter.

Any suspension shall be for a specific number of days on which the employee would be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as work days for the purpose of suspension.

Counseling, coaching, and performance evaluations and other means of performance and behavioral corrections means are not considered disciplinary actions.

Section 18.5. Predisciplinary Meetings In the event that an employee is to be given disciplinary action for behavior or conduct which warrants loss of pay suspension, demotion, removal, or other discipline resulting in loss of pay, a pre-disciplinary conference will be conducted. The employee may have a union representative present at the pre-disciplinary conference. The employee shall be responsible to notify the union representative. The employee may waive, in writing, the pre-disciplinary conference.

Section 18.6. Appeals of Discipline Non-probationary employees may file grievances of suspensions of more than 3 days, demotions, and discharge as provided in the grievance procedure. Grievances of discipline by non-probationary employees may only be appealed directly to Step 1 of the grievance procedure within seven (7) calendar days of service of notice of the disciplinary action by the employee or service on the Union Representative. All other discipline is not grievable.

Section 18.7. Private Process The Parties agree that all disciplinary procedures shall be carried out in private and in a businesslike manner.

ARTICLE 19

HOLIDAYS

Section 19.1. Holidays Through 2020 full-time employees in the bargaining unit shall receive eight (8) hours pay for the following holidays provided the employee was employed at the time of the holiday.

New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve

Starting in 2021, payable in 2022, full-time employees will receive 120 hours at regular rate, paid

in a lump sum, in the pay period that includes February 1. The holidays will be prorated for employees who do not work the entire year, i.e. 10 hours for each of the listed holidays. Employees must be employed at the time of the holiday payout on February 1 the year following the holiday year to be eligible for the lump sum payment.

Holiday pay will be not be prorated for employees who separate during the holiday year unless the separation is due to: 1. Service connected disability separation; or 2) Retirement.

Section 19.2. No Other Compensation Employees shall not be entitled to any other compensation on a holiday except holiday pay as provided in this Article.

ARTICLE 20

VACATIONS

Section 20.1. Vacation Accrual Employees shall accrue vacation pay after one (1) year of continuous service with the Employer. Each full-time employee shall earn paid vacation in accordance with the following schedule:

<u>Length of Service</u>	<u>Hours</u>
After one (1) year	56 Hours
After two (2) years	112 Hours
After eight (8) years	168 Hours
After fifteen (15) years	224 Hours
After twenty-five (25) years	280 Hours

Service will be full-time service with the City. The City may grant up to 5 years service credit prorated to full time to employees the City employs in full-time positions.

Section 20.2. Anniversary Date Earned vacation shall be awarded on the employee's anniversary date in accordance with the above schedule provided the employee is employed by the Employer at that time. "Anniversary date," as used in this Article, is the annual occurrence of the date of last hire.

Section 20.3. Vacation Time Transfer An employee who has earned vacation time by reason of being employed in this department shall be able to transfer his vacation time to another department in the City of Wauseon should he elect such a transfer.

Section 20.4. Termination and Retirement An employee who quits or retires and has accrued and unused vacation time shall be paid for the vacation time at the employee's final rate of pay. Employees who are terminated for cause shall not be eligible for conversion of vacation leave.

Section 20.5. Death of Employee In the case of death of the employee, any accrued and unused vacation leave credit of the employee shall be paid to the deceased employee's spouse or the estate if there is no surviving spouse.

Section 20.6. Determination of Length of Service Any employee of the Employer who has established service time from being employed by the State of Ohio or any other political

subdivision of the state of Ohio and who has become employed by the Employer within ten (10) years from his termination from such other public employer shall be allowed to transfer all service time with such other public employer in order to determine the length of service for vacation purposes, provided reliable documentation indicating the number of years of prior service is submitted. One year of prior service means one year of full time, compensated prior service as a public employee.

ARTICLE 21

SICK LEAVE

Section 21.1. Definition Sick leave shall be defined as an absence with or without pay necessitated by: (1) illness or injury to the employee; (2) exposure by the employee to contagious disease communicable to other employees; or (3) serious illness, injury or death in the employee's immediate family;

Section 21.2. Sick Leave Accumulation and Use Each employee shall earn paid sick leave of .0575 per hour of service to a maximum of 162 sick leave hours in a year. Service shall include all hours compensated by the City excluding sick pay and overtime premium which shall not be included as compensated time. Sick leave may be accumulated without limit.

Employees may use sick leave, upon approval of the responsible administrative officer of the Fire Department.

Section 21.3. Notice to Supervisor An employee who is to be absent because of illness or injury shall notify his supervisor of such absence and the reason therefore at least two (2) hours before the start of his work shift each day he is to be absent, except in cases of emergency.

Section 21.4. Sick Leave Use. Sick leave pay may be used in segments of not less than one half (1/2) hour.

Section 21.5. Immediate Family Defined When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children, step children residing with the employee or parents residing with the employee.

Section 21.6. Sick Leave Transfer to New Department An employee who transfers from this department to another department of the Employer shall be allowed to transfer his accumulated sick leave pay to the new department.

Section 21.7. Sick Leave Transfer from Former Employer Any employee of the Employer who has accumulated sick leave pay earned from being employed by the State of Ohio or any other political subdivision of the State of Ohio and who has become employed by the Employer within ten (10) years from his termination from such other public employer shall be allowed to transfer said accumulation to his sick leave pay accumulation with the Employer, providing that such sick leave pay accumulation shall be limited to the existing maximum accruable amount in effect at the time of transfer in this Agreement.

Section 21.8. Payment Upon Retirement Upon the retirement under the appropriate State of

Ohio Retirement System of a full-time employee who has not less than ten (10) years of continuous service with the Employer, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by thirty-five percent (35%) of the total number of accumulated but unused paid sick days earned by the employee as certified by the Finance Director, providing that such resulting number of days to be paid shall not exceed four hundred eight (480) hours. Such payment shall eliminate all accrued but unused sick leave credit.

Section 21.9. Employee Death Upon the death of a full-time Employee with not less than ten (10) years of continuous service with the Employer that deceased Employee's estate shall be paid the unused sick time in the amount and manner as if he had retired as specified in Section 20.9 above.

ARTICLE 22

OCCUPATIONAL INJURY LEAVE

Section 22.1. Injury Leave Upon recommendation of the Mayor, verified by a duly licensed physician approved by the Mayor, a uniformed officer of the Fire Department who is absent due to disability incurred on duty may be allowed injury leave with pay additional to any sick leave provided for in this Section, but not to exceed one hundred (100) calendar days in any calendar year unless such period is extended by action of Council.

Section 22.2. Extension of Leave If at the end of this one hundred (100) calendar day period the employee is still disabled, the leave may, at the Employer's sole discretion, be extended for an additional one hundred eighty (180) calendar day period.

Section 22.3. Physical Exam The Employer shall have the right to require the employee to have a physical exam by a physician paid by the Employer resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this Article. The designated physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the Employer shall extend the period of leave.

Section 22.4. Payment of Sick Leave Any employee who is unable to perform their duties of a bargaining unit employee due to a permanent service related disability compensated by the Ohio Bureau of Workers' Compensation or Police and Firefighter's Disability Pension Fund shall have the option of receiving a lump-sum payment of his accumulated but unused sick leave under the formula contained in section 21.8 within thirty (30) days of the determination of the permanent disability or remaining on sick leave. Such payment will eliminate the employee's sick leave balance.

ARTICLE 23

PERSONAL LEAVE

Section 23.1. Personal Leave All employees, in addition to all other leave benefits, shall receive forty-eight (48) personal leave hours each year which are to be taken within the calendar year earned. Personal leave will be credited in the first pay period in January. Personal leave may be used in one-half (1/2) hour increments.

Section 23.2. Approval Required Personal leave shall only be taken with the advance approval of the Chief/Designee.

ARTICLE 24 **BEREAVEMENT LEAVE**

Section 24.1. Bereavement Leave An employee shall be granted time off with pay (not to be deducted from the employee's sick leave) for the purposes of attending the funeral of a member of the employee's immediate family. The employee shall be entitled to one (1) 24 hour shift for each death in his immediate family. "Immediate family" shall be defined to only include husband, wife, father, mother, sister, brother, son, daughter, step child residing with the employee, grandfather, grandmother, father-in-law or mother-in-law, brother-in-law, and sister-in law.

Additional bereavement leave days may be granted at the discretion of the Chief, with such additional days being deducted from the employee's sick leave days.

ARTICLE 25 **HOURS OF WORK AND OVERTIME**

Section 25.1. Definitions

Work Shift. A regular work shift for employees covered by this Agreement will generally be twenty-four (24) hours.

Day is a calendar day. For the purposes of calculating overtime the day will start at the beginning of a shift.

Work Schedule. The work schedule for employees will be a 56 hour average work week, no work schedule reduction days.

Overtime. All overtime will be determined by the methods set forth below and will be paid in the work or FLSA period when worked.

Section 25.2. Regular Overtime Regular overtime will be based on a 2 week/14 day payroll schedule. Overtime will be calculated on;

- Hours actually worked;
- Hours on paid, prior approved: vacation leave, holiday leave, prescheduled sick leave.

Prior approved and prescheduled means leaves, including sick leave, which are requested and approved at least one shift of the employee requesting leave in advance of the date requested.

Regular overtime will be paid in the pay period earned.

Section 25.3. FLSA Overtime The FLSA work period for employees covered by this Agreement will be twenty-eight (28) consecutive days. FLSA hours worked will be determined by

the FLSA standards. Only those hours actually worked over the FLSA threshold will be paid at the employee's overtime rate.

- FLSA overtime will be calculated on hours actually worked over the FLSA standard of 212 hours in 28 consecutive days; and
- Paid, non-worked hours will not be credited for FLSA overtime; and
- FLSA overtime will be paid in the pay period at the end of the 28 day FLSA period.

Section 25.6. Call In Pay When an employee is required to appear, or report to work during the employee's regular off-duty time, for any reason pertaining to or arising from the employee's official duties the employee shall be compensated for a minimum of two (2) hours for each such occurrence at the employee's appropriate hourly rate. If an employee appears and is on duty for more than two (2) hours, such excess time shall also be compensated at the applicable rate. Occurrences which abut a regular shift are not subject to the above minimum requirements.

ARTICLE 26

UNIFORMS AND EQUIPMENT

Section 26.1. Equipment Covered Equipment and uniforms covered under this Section are specified in the Department's Policy and Procedures and include those items to be purchased by the employer.

Section 26.2. Uniform Allowance All non-probationary employees shall receive an annual uniform allowance in the amount of Six Hundred Fifty Dollars \$650.00

Section 26.3. List of Uniforms The parties to discuss the uniform items that may be acquired through the uniform allowance.

ARTICLE 27

INSURANCE

Section 27.1. Insurance Coverage The City shall, for the term of this Agreement, make the same major medical and hospitalization insurance coverage and other health insurance benefits available to bargaining unit employees as provided by the City to the unorganized non-union City employees.

Section 27.2. HDHP Employees who select the HDHP, if available, shall receive annual contributions by the City to employees Health Savings Account in the same amount provided by the City to the nonunion employees.

Section 27.3. Health Insurance Premiums For PPO insurance coverage in 2020, the Employee contribution shall be 12% and the Employer 88% of the monthly health insurance premium. In 2021, the Employee contribution shall be 15% and the Employer 85% of the monthly health insurance premium.

The Employer shall pay 100% of the health insurance premiums for employees who elect HDHP coverage.

For pay dates during the entire period of this contract, the City is authorized to withhold the monthly premium as the employee's, pre-tax contribution to the payment of health insurance premiums.

Reopener. In the event insurance premiums increase by more than 5% the parties agree to reopen this Article for negotiations.

Section 27.4. Right to Decline In the event an employee wishes to decline coverage as set forth hereinabove, the employee shall notify the City Finance Director in writing of that decision on forms to be provided by the City Finance Director.

Section 27.5. Employee Acknowledgement Employees acknowledge the ability to decline various insurance coverage as set forth in this provision may only occur pursuant to the terms and conditions of the then existing medical insurance policy contracted for by the City.

Section 27.6. Applications The City may from time to time make application with various health insurance companies. Employees will cooperate in the application process.

Section 27.7. Dental Insurance Dental insurance made available to employees shall be on a 50-50% split of the premium between participating employee and the City.

Section 27.8. Life Insurance The City shall maintain life insurance in the amount of Fifty Thousand (\$50,000) Dollars on each employee.

Section 27.9. Health Care Committee The City will establish and the Union agrees to participate in an advisory Health Care Committee. The Union agrees to follow the procedures of the Health Care Committee including confidentiality.

ARTICLE 28

WAGES

Section 28.1. Wage Rates The wage rates for employees shall be as set forth in Appendix A.

Section 28.2. Service Credit Any employee shall be credited on the salary schedule with year for year of said service if the employee has at least one (1) year of continuous certified duty as a full-time firefighter/EMT for the State of Ohio or a political subdivision thereof.

Section 28.3. Paramedic Certification Any employee that has attained the level of Paramedic with the State of Ohio Certification shall receive an additional \$2,000.00 divided equally across all pay periods as long as said members maintain that level of Certification, and serves the department as a paramedic. Copies of such Certification shall be maintained on file with the Fire Chief and Human Resource Director of the City.

Section 28.4. Lieutenant A Lieutenant will receive a total of 8% additional compensation based on his respective firefighter/Paramedic pay step.

Section 28.5. Merit Bonus for the years 2020, 2021, 2022, each employee shall be entitled to receive a merit bonus based on the employee's annual evaluation score, as follows:

<u>Evaluation Score</u>	<u>Merit Bonus</u>
>3.5	\$260
>4.0<4.5	\$520
= >4.5	\$780

For each contract year, in the event that City pays its non-bargaining unit employees a merit bonus amount in excess of the merit bonus amount listed above for the respective evaluation score, an employee shall be entitled to receive the same (higher) amount paid to non-bargaining unit employees.

Merit bonuses shall be divided equally across all pay periods. A merit bonus shall not increase an employee's hourly rate determined under the provisions of this Article.

Section 28.6. Officer In Charge In the event that an officer is scheduled but unable to work a shift, a member of that shift designated by the Chief to act as the officer in charge will be paid an additional one dollar (\$1.00) an hour with a two (2) hour minimum when there are no other officers on duty. An administrative officer that is present and filling in is not entitled to officer in charge pay.

Section 28.7. Lateral Transfers/Advance Step Placement Subject to the City of Wauseon's Civil Service Commission Rules, the Employer may laterally transfer certified Firefighter/EMTs from another employer to a position as a Firefighter/EMT provided that the employee has valid Firefighter and EMT certifications and serves a probationary period provided in this Agreement. The lateral transfer will not be considered as an initial hire as Firefighter and will be required to document his/her prior service as a Firefighter/EMT. The Employer may place the Firefighter/EMT at an advanced step in the pay scale based on the full-time service of the officer in another fire department performing as a Firefighter/EMT up to step 3.

ARTICLE 29

LAYOFFS

Section 29.1. Layoffs Members of the bargaining unit may be laid off for lack of work, lack of funds, or abolishment of positions. When the Employer determines that a long-term layoff or job abolishment is necessary, it shall notify the affected employees fourteen (14) calendar days in advance of the effective date of the layoff or job abolishment. Employees will be given fourteen (14) calendar days' notice of the Employer's decision to implement any short-time layoff or furlough lasting one hundred twenty (120) hours or less

Section 29.2. Order of Layoffs In the event of a layoff situation, members of the bargaining unit will be held in accordance with their continuous full time service with the City Fire Department (last hired, first laid off) and rank. Part-time employees will be laid off prior to layoff of full time employees except the City may use part-time employees in the event of an emergency and when staffing transitions, e.g. filling full-time positions or waiting on recall of full-time employees.

Section 29.3. Recall A member of the bargaining unit who is laid off shall be subject to recall from layoff for a period of two (2) years from the effective date of the layoff.

Section 29.4. Order of Recall A recall from layoff will be based upon service with the Fire Department (last laid off, first recalled). Laid off employees will be provided fourteen (14) days notice for recall.

ARTICLE 30

MEDICAL EXAMINATIONS

Section 30.1. Periodic Medical Examinations Any instance where the Employer sends an employee for a medical/psychological examination, it shall be at no cost to the employee, provided the employee may be required to submit covered expenses to the health insurer. Provided further that the City shall pay for all medical/psychological examination costs not paid by the health insurer.

Section 30.2. Physician/Psychologist Examination and Disability Separation The Employer may require an employee to take an examination, conducted by a licensed physician or psychologist selected by the Employer to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave, other applicable leaves, disability leave, or disability separated. The cost of the examination shall be paid by the Employer. The employee may submit documentation from his physician or psychologist prior to being placed on leave or separated.

The Employer may require the employee, at the Employer's expense, to submit to an examination by a professional which may be a physician, psychologist, or other professional designated by the Employer for the purpose of verifying the illness, to determine whether the employee is unable to perform his/her required duties, and determining the expected date of recovery.

If the employee or the Employer's designated professional determines that the employee is not experiencing a personal illness or injury, any subsequent absences of the employee will be without pay until the employee submits a physician's or other professional's statement supporting the reasons for the absence(s).

Additionally, if the Employer has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the essential functions of his position, or poses a threat to himself or others, the Employer may order an examination by an appropriately qualified professional, a physician or psychologist or other professional designated by the Employer at the Employer's expense.

Upon receipt of the professional's opinion on fitness for duty, the Employer, the Union, and the

1 employee will immediately meet to discuss possible alternatives and/or reasonable
2 accommodations. If no alternative or reasonable accommodation is mutually agreeable then the
3 employee may be placed on sick leave, FMLA, unpaid disability leave, or may be disability
4 separated. Such action is non-disciplinary in nature.

5
6 In the event that an employee applies for disability retirement, the Employer will support such
7 action and provide any requested documentation to support such application.

8
9
10 **ARTICLE 31**
11 **OBLIGATION TO NEGOTIATE**

12 **Section 31.1. Opportunity to Negotiate** The Employer and the Union acknowledge that
13 during the negotiations which preceded this Agreement, each had the unlimited right and opportunity
14 to make demands and proposals with respect to any subject matter not removed by law from the
15 area of collective bargaining and that the understandings and agreements arrived at by the parties after
16 the exercise of that right and opportunity are set forth in this Agreement.

17
18 **Section 31.2. Scope of Obligation** Therefore, for the life of this Agreement, the Employer and the
19 Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be
20 obligated to negotiate collectively with respect to any subject or matter referred to or covered in this
21 Agreement, or with respect to any subject or matter not specifically referred to or covered in this
22 Agreement, even though such subjects or matters may not have been within the knowledge or
23 contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

24
25 **ARTICLE 32**
26 **DURATION OF AGREEMENT**

27
28 **Section 32.1. Duration** This Agreement represents the complete Agreement on all matters subject
29 to bargaining between the Employer and the Union and except as otherwise noted herein shall
30 become effective upon execution and shall remain in full force and effect until April 1, 2023. If either
31 party desires to make any changes in the Agreement, notice of such a desire shall be given between
32 120 days and 90 days before the expiration of the Agreement. If such notice is given, this Agreement
33 shall remain in effect until the parties reach agreement on a new contract.

ARTICLE 33
EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed
this _____ day of _____, 2020.

FOR THE UNON:

FOR THE CITY OF WAUSEON:

APPENDIX A
WAGE RATES

Basic EMT	2020	2020 Hourly	2021	2021 Hourly	2022	2022 Hourly
new hire	45,037.51	15.47	45,487.88	15.62	46,779.34	16.06
new hire P	47,037.51	16.15	47,487.88	16.31	48,779.34	16.75
>1 yr	46,664.85	16.03	47,791.39	16.41	49,703.04	17.07
>1 yr P	48,664.85	16.71	49,791.39	17.10	51,703.04	17.76
>3 yrs	47,292.19	16.24	50,602.65	17.38	52,626.75	18.07
>3 yrs P	49,292.19	16.93	52,602.65	18.06	54,626.75	18.76
>5 yrs	49,919.54	17.14	53,413.91	18.34	55,550.46	19.08
>5 yrs P	51,919.54	17.83	55,413.91	19.03	57,550.46	19.76
>10 yrs	52,546.88	18.04	56,225.16	19.31	58,474.17	20.08
>10 yrs P	54,546.88	18.73	58,225.16	19.99	60,474.17	20.77

Wage increases for 2021 and 2022 will be effective the first pay period after April 1st of each year.

Employees will be moved to the next pay step on the date in which the Employee's anniversary date occurs.

Yes No

Emergency
First Reading
Second Reading
Third Reading

RESOLUTION 2020-22

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH OHIO PLAN RISK MANAGEMENT, INC. FOR CASUALTY, LIABILITY, FIRE AND PROPERTY DAMAGE INSURANCE AND DECLARING AN EMERGENCY

WHEREAS, the City of Wauseon maintains casualty, liability, fire and property insurance coverage; and

WHEREAS, said coverage will expire within the upcoming week; and

WHEREAS, the maintenance of said insurance is necessary in order to enable the City to function in a normal fashion despite losses through property damage or liability claims; and

WHEREAS, Council has determined that Ohio Plan Risk Management, Inc. ("Ohio Plan") is the best carrier for said insurance coverage; and

WHEREAS, the Mayor should be authorized to enter into an agreement with Ohio Plan for purposes of providing the necessary insurance coverage; and

WHEREAS, insurance coverage is urgently necessary in order to provide for the health, safety and welfare of the citizens of Wauseon;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Wauseon, Fulton County, Ohio, as follows:

Section 1.

Ohio Plan Risk Management, Inc. ("Ohio Plan") is hereby declared to be the best carrier to provide insurance coverage pursuant to the specifications on file in the office of the Clerk of Council.

Section 2.

The Mayor is hereby authorized to enter into an agreement with Ohio Plan for purposes of providing insurance coverage pursuant to the proposal provided in response to the City's request.

Section 3.

The Mayor is further authorized to execute any and all documents necessary to effectuate the intention of Council pursuant to the Resolution.

Section 4.

This matter is hereby declared to be an emergency matter urgently necessary in order to provide casualty, liability, fire and property damage coverage and this measure should therefore be declared an emergency measure and shall be in full force and effect immediately after its passage.

Passed:

Kathy Huner, Mayor

Shane Chamberlin, President of Council

Attest: _____

Andrea Gerken
Clerk of Council

Approved as to Form:

Thomas A. McWatters III
City Law Director

Yes No

Emergency
First Reading
Second Reading
Third Reading
Suspension

RESOLUTION 2020-23

A RESOLUTION AUTHORIZING THE MAYOR TO GRANT A PERMANENT EASEMENT TO OHIO GAS COMPANY FOR A TWENTY FOOT STRIP ALONG THE SOUTHEAST CORNER OF FULTON COUNTY PARCEL NO. 06-015518-05.000 LOCATED NEAR THE CORNER OF COUNTY ROAD F (LINFOOT STEET) AND COUNTY ROAD 13

WHEREAS, Ohio Gas Company desires to obtain and the City desires to provide an easement twenty feet wide (“Easement”) along the southeast corner of Fulton County Parcel No. 06-015518-05.000 located near the corner of County Road F (Linfoot Street) and County Road 13; and

WHEREAS, a copy of the Easement is on file in the office of the Clerk of Council; and

NOW THEREFORE, BE IT ORDAINED by the Council, City of Wauseon, Fulton County, Ohio as follows:

Section 1.

That the Mayor is hereby authorized to enter into the Easement on behalf of the City of Wauseon.

Section 2.

That the Mayor is authorized to execute any and all documents necessary to carry out the intent of this resolution.

Passed:

Kathy Huner, Mayor

Shane Chamberlin
President of Council

Attest: _____

Andrea Gerken
Clerk of Council

Approved as to Form:

Thomas A. McWatters III
City Law Director

EASEMENT

KNOW YE, ALL TO WHOM THESE PRESENTS SHALL COME: That (I), (We), The City of Wauseon "Grantor(s)", for the consideration hereinafter expressed, do hereby grant and convey unto Ohio Gas Company, "Company", of Bryan, Ohio, its successors and assigns, an exclusive perpetual easement and right to construct, lay, relocate, operate, repair and maintain, at this time or at such time or times in the future as the Company desires, rectifiers, ground beds, below-ground appurtenances, and above-ground appurtenances, across and through the following described real property to wit:

PARCEL 1:

A parcel of land being part of the Southeast Quarter of Section 13, Township 7 North, Range 6 East, Clinton Township, City of Wauseon, Fulton County Ohio and being more particularly described as follows:

Commencing at a railroad spike at the Southeast corner of said Section 13; thence N 00°08'02" E (bearings are taken from a previous survey) long the East line of the Southeast Quarter of said Section 13 and the centerline of County Road 13 a distance of 670.00' to the Northeast corner of said Lot number 8 in the East Wind Country Estates; thence N 90°00'00" W along the North line of said Lot number 8 and parallel with the South line of the Southeast Quarter of said Section 13 and the centerline of County Road F (Linfoot Street) a distance of 290.50' (passing through a 5/8" dia. iron pin with an ID cap at a distance of 30.00') to a 5/8" dia. iron pin with an ID cap at the Northwest corner of said Lot number 8 and the POINT OF BEGINNING of the parcel herein described; thence S 00°08'02" W along the West line of Lots number 8 and 7 in East Wind Country Estates and parallel with the East line of the Southeast Quarter of said Section 13 and the centerline of County Road 13 a distance of 300.00' to a 5/8" dia. iron pin with an ID cap at the Southwest corner of said Lot number 7; thence N 90°00'00" W along the North line of Lots number 5, 4, and 3 in the East Wind Country Estates and parallel with the South line of the Southeast Quarter of said Section 13 and centerline of County Road F (Linfoot Street) a distance of 566.36' to a 5/8" dia. iron pin with an ID cap; thence N 45°00'00" E a distance of 802.83' to a 5/8" dia. iron pin with an ID cap on the West line of Lot number 10 in East Wind Country Estates; thence S 00°08'02" W along the West line of Lots 10 and 9 in the East Wind Country Estates and parallel with the East line of the Southeast Quarter of said Section 13 and the centerline of County Road 13 a distance of 267.69' to the POINT OF BEGINNING of the parcel herein described containing 3.691 acres of land. Subject to all easements and

restrictions of record no highways.

PARCEL 2:

A parcel of land being part of the Southeast Quarter of Section 13, Township 7 North, Range 6 East, Clinton Township, City of Wauseon, Fulton County Ohio and being more particularly described as follows:

Commencing at a railroad spike at the Southeast corner of said Section 13; thence N 00°08'02" E (bearings are taken from a previous survey) along the East line of the Southeast Quarter of said Section 13 and the centerline of County Road 13 a distance of 670.00' to the Northeast corner of Lot number 8 in East Wind Country Estates and the POINT OF BEGINNING of the parcel herein described; thence N 90°00'00" W along the North line of said Lot number 8 and parallel with the South line of the Southeast Quarter of said Section 13 and the centerline of County Road F (Linfoot Street) a distance of 290.50' (passing through a 5/8" dia. iron pin with an ID cap at a distance of 30.00') to a 5/8" dia. iron pin with an ID cap at the Northwest corner of said Lot number 8; thence N 90°08'02" E and parallel with the East line of the Southeast Quarter of said Section 13 and the centerline of County Road a distance of 60.00' to a 5/8" dia. iron pin with an ID cap at the Southwest corner of said Lot number 9; thence S 90°00'00" E along the South line of Lot number 9 in the East Wind Country Estates and parallel with the South line of the Southeast Quarter of said Section 13 and the centerline of County Road F (Linfoot Street) a distance of 290.50' (passing through a 5/8" dia. iron pin with an ID cap at a distance of 260.50') to a point on the East line of the Southeast Quarter of Said Section 13 and the centerline of County Road 13; thence S 00°08'02" W along the East line of the Southeast Quarter of said Section 13 and the centerline of County Road 13 a distance of 60' to the POINT OF BEGINNING of the parcel herein described containing 0.400 acres of land. Subject to all easements and restrictions of record and legal highways.

Tax Parcel Number 06-015518-05.000

Grantors acquired deed to Real Property in Official Record Volume 330 at Page 3617, Fulton County, OH Deed Records.

Said rectifiers, ground beds, below-ground appurtenances, and above-ground appurtenances, shall be placed and located within an exclusive permanent easement that encompasses the south and east 20 feet of said parcel, more particularly described as follows:

Commencing at the intersection of County Road 13 and County Road F (Linfoot Street) heading in a northerly direction and along the centerline of County Road 13 an approximate distance 673' to a point of the centerline of County Road 13; thence in a westerly direction and perpendicular to County Road 13 centerline a distance of 30' to a point, of which point is on the west right-of-way boundary of County Road 13 and the POINT OF BEGINNING; Thence in a westerly direction an approximate distance of 260' and along the north property line of Lot number 8 of the East Wind Country Estates to a point; thence in a southerly direction and along the west property lines of Lot numbers 8 and 7 of the East Wind Country Estates an approximate distance of 302' to a point; thence in a westerly direction and

along the south boundary of the parcel herein described an approximate distance of 567' to a point; thence in a northeasterly direction and along the west property line of the parcel herein described an approximate distance of 20' to a point; thence in an easterly direction and parallel to the south property line of the parcel herein described an approximate distance of 527' to a point; thence in a northerly direction and parallel to the west property boundaries of Lot Numbers 8 and 7 of the East Wind Country Estates an approximate distance of 302' to a point; thence in easterly direction a parallel to the north property line of Lot Number 8 of the East Wind Country Estate an approximate distance of 279' to a point, of which point is on the west right-of-way boundary of County Road 13; thence in a southerly direction and along the west right-of-way boundary an approximate distance of 20' to a point, of which point is the POINT OF BEGINNING. Said permanent exclusive easement contains approximately 22,400 SF.

Grantors do hereby grant unto Company all temporary easements necessary to facilitate construction as it occurs now and shall occur in the future. Said temporary easements shall terminate upon completion of construction as it occurs now and shall occur in the future.

This easement shall be deemed exclusive and in no event shall any other buildings, structures, obstructions, devices or utilities be placed or maintained with Company's exclusive easement. There shall be no filling upon or added to, and no removal of, the earth or surface thereof. Company may remove or alter any obstructions this it determines in its discretion constitutes a hindrance to the operation or maintenance of its facilities. Company may remove or alter limbs and/or trunks of any trees within said exclusive easement and/or within property adjacent to said exclusive easement that it determines in its discretion constitutes an immediate or potential hindrance to the operation or maintenance of its facilities. An easement or other right(s) within said exclusive easement area, in the Real Property, shall not be conveyed to another person or entity. Company shall replace and repair any damage to fences, drains or drain tile, and shall pay all damage to crops and the Grantors' premises as may be caused by laying, removing, or repairing said rectifiers, ground beds, below-ground appurtenances, and above-ground appurtenances.

Together with the right of ingress and egress to, over and from said premises to the extent necessary to lay, maintain, operate, repair and remove said rectifiers, ground beds, below-ground appurtenances, and above-ground appurtenances. Provided, however, that Company shall replace and repair any damage to fences, driveways and yard improvements, drains or drain tile, and shall pay all damages to crops and to the Grantors' premises as may be caused by laying, removing or repairing said rectifiers, ground beds, below-ground appurtenances, and above-ground appurtenances.

Grantors warrant that, to the best of their knowledge, the Real Property has not been used as a dumpsite and contains no substances or materials which if disturbed would cause or threaten to cause impairment to human health or the environment.

The rights, privileges and terms herein shall extend to and be binding upon the Grantors and the Company and their respective representatives, heirs, successors and assigns. In consideration for the right and exclusive easement herein granted, Company, by its acceptance hereof, agrees to pay the sum of \$1.00.

IN WITNESS WHEREOF, (I), (We) have hereunto set our hands this ____ day of

_____, 202__

The City of Wauseon

The City of Wauseon

The City of Wauseon

STATE OF OHIO, SS:

COUNTY OF _____:

Before me, a Notary Public, in and for said County, personally appeared the above named

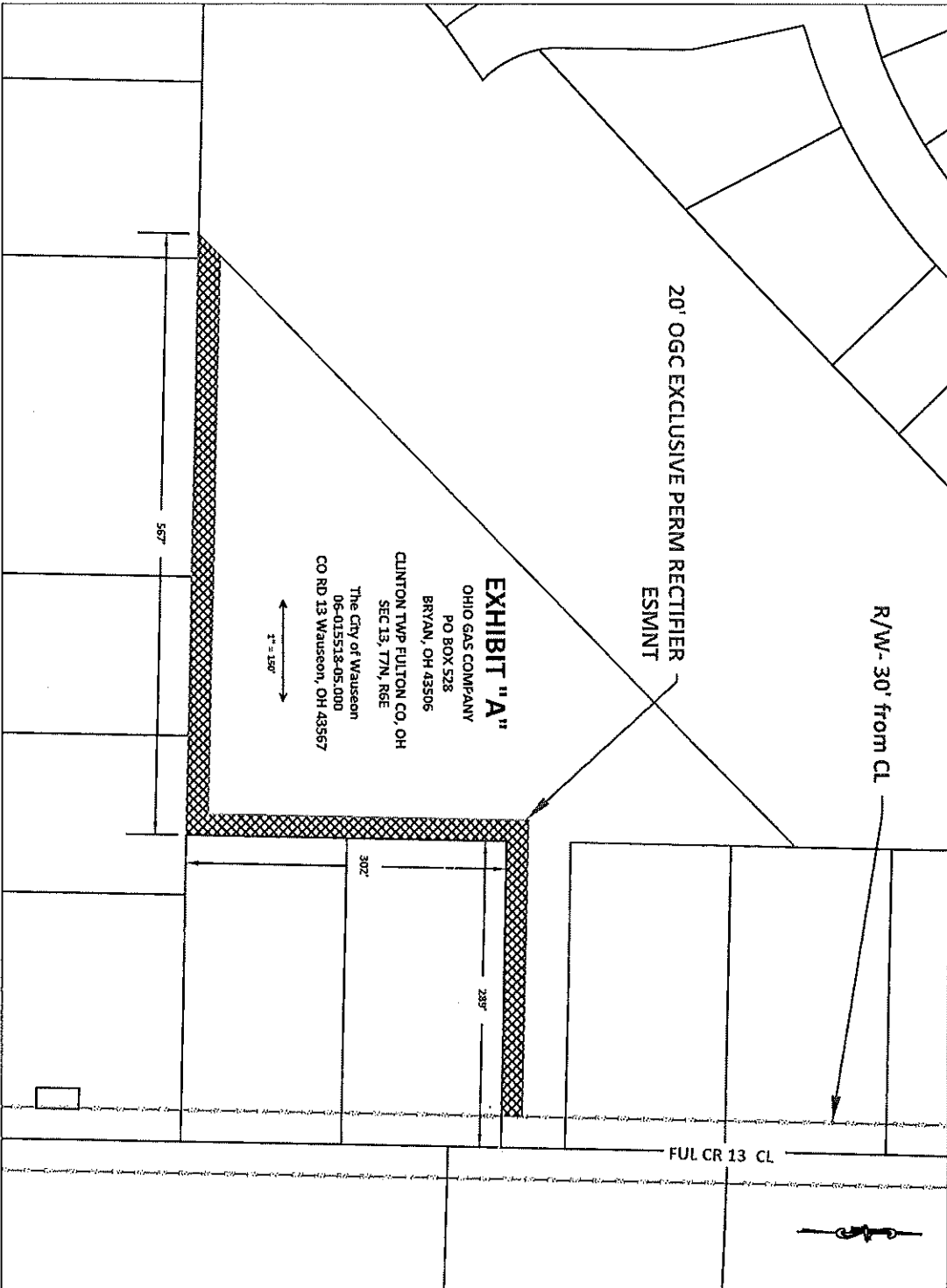
who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name this ____ day of

_____, 202__.

Notary Public

This instrument prepared by:
Ohio Gas Company
PO Box 528
Bryan, OH 43506



	Yes	No
Emergency		
First Reading		
Second Reading		
Third Reading		
Suspension		

RESOLUTION 2020-24

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AGREEMENTS FOR HEALTH INSURANCE COVERAGE WITH PARETO CAPTIVE SERVICES, LLC, SUN LIFE FINANCIAL, AND MUTUAL HEALTH SERVICES

WHEREAS, the City of Wauseon provides health insurance coverage for its qualified employees; and

WHEREAS, that insurance will soon expire; and

WHEREAS, Council has now determined that obtaining insurance through Pareto Captive Services, LLC is the best arrangement for obtaining insurance coverage; and

WHEREAS, the Mayor should be authorized to enter into an agreement with Pareto Captive Services, LLC, Sun Life Financial, and Mutual Health Services for purposes of providing the necessary health insurance coverage;

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Wauseon, Fulton County, Ohio as follows:

Section 1.

Pareto Captive Services, LLC is hereby declared to be the best source for providing health insurance coverage pursuant to the specifications on file in the office of the Clerk of Council.

Section 2.

The Mayor is hereby authorized to enter into an agreement with Pareto Captive Services, LLC, Sun Life Financial, and Mutual Health Services for purposes of providing health insurance coverage for the year 2021.

Section 3.

The Mayor is further authorized to execute any and all documents necessary to effectuate the intention of Council pursuant to the Resolution.

Passed:

Kathy Huner, Mayor

Shane Chamberlin, President of Council

Attest: _____
Andrea Gerken
Clerk of Council

Approved as to Form:

Thomas A. McWatters III
City Law Director

Yes No

Emergency
First Reading
Second Reading
Third Reading
Suspension

RESOLUTION 2020-25

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MET LIFE TO PROVIDE LIFE INSURANCE AND VOLUNTARY DENTAL AND VISION INSURANCE FOR FULL-TIME EMPLOYEES

WHEREAS, the City currently offers life insurance and voluntary dental and vision insurance to all full-time employees; and

WHEREAS, City Council desires to continue to offer life insurance and voluntary dental and vision insurance; and

WHEREAS, City Council desires that the City enter into an agreement with Met Life pursuant to the proposal on file in the office of the Clerk of Council to provide such coverage for 2021;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Wauseon as follows:

Section 1.

The Mayor is hereby authorized to execute an agreement with Met Life for the provision of life insurance and voluntary dental and vision insurance for all full-time employees for 2021 pursuant to the proposal on file in the office of the Clerk of Council.

Section 2.

The Mayor is further authorized to execute any and all documents necessary to effectuate the intention of Council pursuant to the Resolution.

Passed:

Kathy Huner, Mayor

Shane Chamberlin, President of Council

Attest: _____
Andrea Gerken
Clerk of Council

Approved as to Form:

Thomas A. McWatters III
City Law Director

	Yes	No
Emergency		
First Reading	5	0
Second Reading		
Third Reading		
Suspension		

RESOLUTION 2020-20

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR INDIGENT DEFENSE SERVICES IN COUNTY COURT WITH THE FULTON COUNTY COMMISSIONERS

WHEREAS, since 2011 the City of Wauseon has contracted with the Fulton County Commissioners for the City's reimbursement to Fulton County for the County's costs incurred in providing legal services to indigents charged with violation of ordinances of the City of Wauseon; and

WHEREAS, the County has indicated that it desires to enter into a new Agreement for Indigent Defense Services In County Court for 2021 ("2021 Agreement") which is substantively identical to the previous year's contract; and

WHEREAS, the City desires to enter into the 2021 Agreement; and

WHEREAS, a copy of the 2021 Agreement is on file in the office of the Clerk of Council;

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Wauseon, Fulton County, Ohio as follows:

Section 1.

That the Mayor or her designee is authorized to execute the 2021 Agreement on file with the Clerk of Council.

Section 2.

The Mayor or her designee is further authorized to execute any and all documents necessary to effectuate the intention of Council pursuant to this Resolution.

Passed:

Kathy Huner, Mayor

Shane Chamberlin, President of Council

Attested:

Andrea Gerken
Clerk of Council

Approved as to Form:

Thomas A. McWatters III
City Law Director

	Yes	No
Emergency		
First Reading	5	0
Second Reading		
Third Reading		

RESOLUTION 2020-21

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR A COUNTYWIDE EMERGENCY MANAGEMENT AGENCY PURSUANT TO OHIO REVISED CODE SECTION 5502

WHEREAS, there is an existing possibility of the occurrence of destruction resulting from enemy attack, or from natural or man-made disaster, and it is necessary to ensure that the preparations of this City will be adequate to deal with such disasters and generally to provide for the common defense, and to protect the public order, health, safety and general welfare, and to preserve the lives and property of the citizens of this City; and

WHEREAS, the City of Wauseon may need to call on County government, other local subdivisions with the County, and/or subdivisions, local governments, and state and federal resources outside the City to mitigate, prepare for, respond to, or recover from said emergency, disaster, enemy attack or unusual occurrence; and

WHEREAS, the coordination of civil defense activities within the area of Fulton County is of paramount importance to the City of Wauseon, as well as to Fulton County and the other local subdivisions therein; and

WHEREAS, the County of Fulton desires to effect said coordination by entering into an agreement, in the manner provided by law, with the various municipal corporations and townships; and

WHEREAS, Ohio Revised Code section 5502.26 constitutes the legal basis for the establishment of a county-wide Emergency Management Agency with the power to coordinate and unify the civil defense activities of the participants thereof; and

WHEREAS, the City of Wauseon has been a signatory to an agreement authorizing the formation of the Fulton County Emergency Management Agency; and

WHEREAS, the City of Wauseon desires to continue to be a member of the Fulton County Emergency Management Agency; and

WHEREAS, a copy of 2021 Agreement For A Countywide Emergency Management

Agency is on file in the Office of the Clerk of Council;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Wauseon, Fulton County, Ohio, as follows:

Section 1.

That the Mayor be, and hereby is, authorized to execute the 2021 Agreement For A Countywide Emergency Management Agency, a copy of which is on file in the Office of the Clerk of Council.

Section 2.

That the Mayor is further authorized to execute any and all documents necessary therefore.

Passed:

Kathy Huner, Mayor

Shane Chamberlin, President of Council

Attest: _____
Andrea Gerken
Clerk of Council

Approved as to Form:

Thomas A. McWatters III
City Law Director

**WAUSEON CITY COUNCIL
COUNCIL MEETING
MONDAY, NOVEMBER 16, 2020**

Mayor Huner called this meeting of the Wauseon City Council to order at 5:00 p.m. in Council Chambers. She led the Pledge of Allegiance which was followed by a moment of silence. Roll was taken by the Clerk of Council. Present were Councilors Jeff Stiriz, Scott Stiriz, Stickley, Griggs and Schneider. Council President Chamberlin was excused.

MINUTES

Mayor Huner asked for a motion to approve the prior meeting minutes. Councilor Jeff Stiriz moved and seconded by Councilor Stickley to approve the minutes as printed.

All in favor: *Motion Passed Unanimously*

COMMITTEE REPORTS

Councilor Schneider provided a summary of the November 2, 2020 Personnel Committee meeting. He said most of the meeting took place in executive session to consider the promotion, demotion, dismissal, discipline or compensation of a public employee. He said after the executive session the committee recommended accepting the performance evaluation of the Clerk of Council.

Motion to table the Personnel Committee recommendation to accept the performance evaluation of the Clerk of Council moved by Councilor Stickley and seconded by Councilor Scott Stiriz. Councilor Scott Stiriz said he would like to have another Personnel Committee meeting on the matter.

Vote: 5 Yeas 0 Nays *Motion Carries*

Councilor Griggs gave a brief summary of the November 11, 2020 Tree Commission meeting. He said only four members were present so there was no one taking notes to create minutes. They discussed the 2021 Tree City banquet plans. Councilor Scott Stiriz asked how many people were on the Tree Commission and was told six. He then asked if it was the responsibility of Council Griggs to take minutes and was told no. No action taken.

Councilor Stickley gave a summary of the November 11, 2020 Buildings and Grounds Committee. He said the committee met to discuss the possibility of obtaining a parcel of property behind McDonald's. Mr. Jeffrey Soclof, Coldwell Banker, was present via Zoom; Matt Gilroy, FCEDC and Keith Torbet were also present. After discussion, the committee left the matter in the hands of Matt Gilroy for possible donation of the property to a local non-profit group. No action taken.

DEPARTMENT HEAD REPORTS

Chief Sluder: Union negotiations are nearly complete.

Chief Chittenden: The test for the 2nd shift dispatcher is complete and interviews are this week. Councilor Jeff Stiriz asked what the increase amount is for the PD union employees this year and Chief Chittenden said he believes it is 3%.

Keith Torbet: Mr. Soclof is meeting with the Wauseon Area Foundation soon so he will likely have an update in the coming weeks. The PACE Board met at 4 PM and they decided to adopt the City's public records policy. Christmas decorations are being put up through town. Leaf pick up is still going. He has a meeting regarding block grants tonight at 6 PM. He is working on assessment management at the Water Treatment Plant.

Jamie Giguere: Nothing to report.

Tom McWatters: He said they may have a draft of the FD union contract to present to the Finance Committee in the next couple weeks.

FIRST READING OF LEGISLATION OR EMERGENCY

Resolution 2020-20: A Resolution Authorizing the Mayor to Enter into an Agreement for Indigent Defense Services in County Court with the Fulton County Commissioners

Councilor Jeff Stiriz moved and seconded by Councilor Griggs to place Resolution 2020-20 on first reading.

Vote: 5 Yeas 0 Nays *Motion Carries*

Resolution 2020-21: A Resolution Authorizing the Mayor to Enter into an Agreement for a Countywide Emergency Management Agency Pursuant to Ohio Revised Code Section 5502

Councilor Scott Stiriz moved and seconded by Councilor Stickley to place Resolution 2020-21 on first reading.

Vote: 5 Yeas 0 Nays *Motion Carries*

SECOND OR THIRD READING OF LEGISLATION OR EMERGENCY

There was no legislation for second reading or third reading.

NEW BUSINESS

Motion to authorize the Director of Finance to appropriate \$3,500 within the Water Revenue Fund account entitled Water Office Capital and \$3,500 within the Water Revenue Fund account entitled Water Reclamation Office Capital moved by Councilor Stickley and seconded by Councilor Scott Stiriz.

Vote: 5 Yeas 0 Nays *Motion Carries*

Motion to approve the 2021 schedule of Council meetings moved by Councilor Schneider and seconded by Councilor Stickley. Councilor Jeff Stiriz clarified that they are voting on the schedule with only one meeting in September.

Vote: 5 Yeas 0 Nays *Motion Carries*

Motion to authorize the employee Christmas gifts in the total amount of \$4875 moved by Councilor Stickley and seconded by Councilor Jeff Stiriz.

Vote: 5 Yeas 0 Nays *Motion Carries*

Councilor Stickley asked why we are changing the way we do our employee evaluations. Mayor Huner said the evaluation process was made by Clemans & Nelson. She said they were completed differently in the past and that this year, Human Resource Officer, Sarah Wheeler, met with all supervisors and department heads to train on the proper and consistent way to use the employee evaluation grading scale. She said they are now doing the evaluations according to how the compensation plan originally intended. Councilor Jeff Stiriz said he was never trained when he was Council President the proper way to complete the evaluation. Jamie Giguere said President Chamberlin was contacted three times to attend a training. There was a lot of discussion about the employee evaluation process.

Councilor Stickley asked about a letter he received from Tom McWatters pertaining to the executive session from the previous meeting. Councilor Stickley said the letter states that there are could be legal consequences if council voted a certain way. Mr. McWatters said he would be derelict in his duties if he did not make council aware of improper procedures and that he had no intention to directing him how to vote, just that there was a procedural error which could make voting on the matter questionable. He went on to explain the reasons recognized by the Ohio legislature for going into executive session and that an employee evaluation is not a valid reason. Councilor Scott Stiriz said he thought they were going to discuss the wages of a public employee which is tied to the employee evaluation. Mr. McWatters said that in the Personnel Meeting that went into executive session which included himself, Mayor Huner, Keith Torbet and Sarah Wheeler that he pointed out during the executive session that they were not discussing a valid topic and President Chamberlin quickly ended the executive session. There was a lot of discussion about executive sessions.

APPROVAL OF THE BILLS

Councilor Schneider moved and seconded by Councilor Stickley to approve and pay the bills as presented.
Vote: 5 Yeas 0 Nays *Motion Carries*

ADJOURNMENT

There being no further business, Mayor Huner asked for a motion to adjourn. Councilor Jeff Stiriz moved and seconded by Councilor Scott Stiriz to adjourn this meeting at 6:00 p.m.
All in favor: *Motion Passed Unanimously*

Andrea Gerken, Clerk of Council

Shane Chamberlin, President of Council

**WAUSEON CITY COUNCIL
COMMITTEE OF THE WHOLE
THURSDAY, DECEMBER 3, 2020**

Council President Chamberlin called this meeting to order at 7:30 a.m. in Council Chambers. Roll was called by the Clerk of Council. Present were Councilors Scott Stiriz, Jeff Stiriz, Griggs, Schneider and Stickley. Also present was Keith Torbet.

Council President Chamberlin gave a brief summary of topics discussed at the staff meeting. He then moved to the agenda items.

President Chamberlin said the Finance Committee will give a report.

Councilor Schneider said the Finance Committee met to discuss the fire union contract, the employee wage scale and a wage increase proposal. He said after discussion the committee decided to recommend accepting the fire department collective bargaining agreement; to increase the wage compensation scale 3.1% and to approve the 2020 wage percent increase proposal. There was general discussion about the fire department collective bargaining agreement, the employee wage compensation scale and the proposed wage increases.

President Chamberlin said there are four pieces of legislation for first reading:

Resolution 2020-22: Authorizing the Mayor to Enter Into an Agreement with Ohio Plan Risk Management, Inc. for Casualty, Liability, Fire and Property Damage Insurance; and Declaring an Emergency

Resolution 2020-23: Authorizing the Mayor to Execute an Access Easement with Ohio Gas in Arrowhead Trails

Resolution 2020-24: Authorizing the Mayor to Enter into an Agreement with Pareto Captive Services, LLC, Sun Life Financial, and Mutual Health Services for the Provision of Health Insurance for 2021

Resolution 2020-25: Authorizing the Mayor to Enter into an Agreement with Met Life to Provide Life Insurance for Full Time Employees

President Chamberlin said there are two pieces of legislation for second reading:

Resolution 2020-20: A Resolution Authorizing the Mayor to Enter into an Agreement for Indigent Defense Services in County Court with the Fulton County Commissioners

Resolution 2020-21: A Resolution Authorizing the Mayor to Enter into an Agreement for a Countywide Emergency Management Agency Pursuant to Ohio Revised Code Section 5502

There is no legislation for third reading.

He said a motion to appoint Council President Chamberlin and Councilor Scott Stiriz to the Volunteer Firefighter Dependents Board will be necessary under new business.

There being no further business, this meeting adjourned at 8:14 a.m.