

Mayor
Kathy Huner

City Council
Shane Chamberlin
Sarah Heising
Steve Schneider
Harold Stickley
Scott Stiriz
Brandon Tijerina



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
Richard Sluder

March 17, 2023

Wauseon City Council
230 Clinton Street
Wauseon, Ohio 43567

RE: Council Meeting of March 20, 2023

Dear Council Members:

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

The Tree Commission will present a report. The Park Board will present a report and recommend that Council: (1) accept the Wauseon Rotary Club's donation of new playground equipment at North Park; (2) authorize the Rotary Club to move forward with the planning of a new playground at Homecoming Park near the pavilion, and (3) authorize the administration to remove paragraph 7 from the current shelter house rental contracts and develop a second contract specifically for non-profit organizations and the school, which would include a cleaning fee.

There will be a first reading on Resolution 2023-5 (emergency), which authorizes the Mayor to enter into a new collective bargaining agreement with the Fire Department union.

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,

A handwritten signature in blue ink, appearing to read "Thomas A. McWatters III", is written over a light blue horizontal line.

Thomas A McWatters III
City Law Director

TAM:knp
cc: Kathy Huner, Mayor
Korin Miller, Clerk of Council
Jamie Giguere, Finance Director
The Blade

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Director of Finance
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Director of Public Service
Keith C. Torbet

Police Chief
Kevin Chittenden

Fire Chief
Phil Kessler

WAUSEON CITY COUNCIL AGENDA
March 20, 2023
5:00 pm

Order of Business

1. Call meeting to order
2. Pledge of Allegiance
3. Moment of Silence
4. Roll Call
 - a) Councilor Chamberlin
 - b) Councilor Heising
 - c) Councilor Schneider
 - d) Councilor Stickley
 - e) Council President Stiriz
 - f) Councilor Tijerina
5. Approval of prior meeting minutes:
 - Council Meeting: March 6, 2023
 - Committee of the Whole: March 16, 2023
 - Motion to approve the prior meeting minutes moved by _____ and seconded by _____

All in favor:
6. Names of Individuals Wishing to Address Council and Topic
7. Department Head Reports
 - a) Phil Kessler, 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
8. Committee Report
 - a) Tree Commission: March 6, 2023
 - b) Park Board: March 14, 2023
 - Recommendation to accept Rotary's donation for new playground equipment at North Park moved by _____ and seconded by _____
 - Vote: ____ Yeas ____ Nays
 - Recommendation to allow Rotary to move forward with the planning of a new playground at Homecoming Park near the pavilion moved by _____ and seconded by _____
 - Vote: ____ Yeas ____ Nays

- Recommendation to remove #7 from the current contract and to develop a second contract for non-profit organizations and the school to include a cleaning fee moved by _____ and seconded by _____
 - Vote: ____ Yeas ____ Nays
9. First Reading of Legislation or Emergency
- a) **Resolution 2023-5**: A Resolution Authorizing The Mayor To Enter Into An Agreement With The Wauseon Professional Firefighters LAFF, Local 5223; And Declaring An Emergency
- Motion to place Resolution 2023-5 on emergency reading moved by _____ and seconded by _____
 - Vote: ____ Yeas ____ Nays
 - Motion to place Resolution 2023-5 on final reading and the final reading be passed moved by _____ and seconded by _____
 - Vote: ____ Yeas ____ Nays
10. Second Reading of Legislation or Emergency
11. Third Reading of Legislation or Emergency
12. New Business
13. Old Business
14. Approval of the Bills
- a) Motion to approve and pay the bills as presented moved by _____ and seconded by _____
- Vote: ____ Yeas ____ Nays
16. Adjournment
- a) Motion to adjourn moved by _____ and seconded by _____.
All in favor:

Korin Miller
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.

**WAUSEON CITY COUNCIL
COUNCIL MEETING
Monday, March 6, 2023**

Mayor Huner called this meeting of the Wauseon City Council to order at 5:00 p.m. in the Council Chambers. She led the Pledge of Allegiance which was followed by a moment of silence.

ROLL CALL

Roll was taken by the Clerk of Council. Present were Councilor Schneider, and Councilors, Heising, Tijerina, Chamberlin and Stickley to constitute a quorum for the transaction of city business. Council President Stiriz had an excused absence.

MINUTES

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

All in favor: Motion Passed Unanimously

OATH OF OFFICES

Police Chief, Kevin Chittenden read the oath for Sergeant Michael Oehlers and for Patrol Officer Jordan Furko.

DEPARTMENT REPORTS

Chief Kessler gave a report for his department. He explained to council that Public Works as fixed the drains in the bay areas. He said the Fireman's Association Dinner was well attended.

Chief Chittenden gave a report for his department. He explained the motion under new business. The JAG Grant is for the purchase of new in-car radios. He explained in 2025 there will be a new standard for the radios which will require and update.

Director Torbet gave an update for his department. He explained that three employees are leaving his department. There will be one vacancy at the Water Plant and two vacancies within public works. He explained why the two pieces of legislation are on emergency. He told council that the sanitary sewer project on Fulton Street and Ottokee Street has been completed. Sixty feet of water line has been put in on Burr Road.

Director Giguere gave a report for her department. She explained that she has been working with the new payroll vender and plans to start using them April 28, 2023. She told council the HR/Payroll Clerk position has not been filled yet. She will be bringing up the topic of the HR/Payroll Clerk for discussion under New Business.

Law Director McWatters had nothing to report for his department.

THERE WAS NO LEGISLATION UNDER FIRST READING

SECOND READING OF LEGISLATION OR EMERGENCY

Resolution 2023-4: A Resolution Authorizing The Mayor To Advertise For Bids For Street Resurfacing; Authorizing The Mayor To Accept The Lowest And Best Bid; And Authorizing The Mayor To Enter Into A Contract With The Lowest And Best Bidder; And Declaring An Emergency

Motion to place Resolution 2023-4 on emergency reading moved by Councilor Schneider and Seconded by Councilor Tijerina.

Vote: 5 Yeas 0 Nays Motion Carries

Motion to place Resolution 2023-4 on final reading and the final reading be passed moved by Councilor Stickley and Seconded by Councilor Heising.

Vote: 5 Yeas 0 Nays Motion Carries

THIRD READING OF LEGISLATION

Resolution 2023-2: A Resolution Authorizing The Mayor To Enter Into An LPA Federal Local-let Project Agreement For Installation Of A Pedestrian Hybrid Beacon At The Wabash Cannonball Trail Crossing On North Shoop Avenue; And Declaring An Emergency

Motion to place Resolution 2023-2 on emergency reading moved by Councilor Stickley and Seconded by Councilor Heising.

Vote: 5 Yeas 0 Nays Motion Carries

Motion to place Resolution 2023-2 on final reading and the final reading be passed moved by Councilor Stickley and Seconded by Councilor Chamberlin.

Vote: 5 Yeas 0 Nays Motion Carries

NEW BUSINESS

Mayor Huner gave a summary of the 2021 Annual Report. He highlighted some of the completed projects that were done in the year of 2022. The reconstruction of Brunell Street being one of them. She read the employment changes that took place during the year due to retirement, promotion, and new hires. She reported that the Police Department reported domestic violence calls decreased by 18% in the year 2022. She read that the Finance Department reported the City's financial position was up \$518,520. She included that the Zoning Department issued 73 zoning permits. The Wauseon Fire Department responded to 1,746 calls in the year 2022. The Law Department assisted in the preparation of many contracts and agreements. The Public Service Department had many improvements within the City.

Motion to accept the JAG moved by Councilor Heising and seconded by Councilor Tijerina.

Vote: 5 Yeas 0 Nays Motion Carries

Director Giguere brought up the vacant HR/Payroll Clerk position. She told council the best option for the position would be to get a temporary service. She then would like to move forward with the Personnel committee to make the position full time from part time. Council told Director Giguere to move forward with a temporary service.

OLD BUSINESS

APPROVAL OF BILLS

Motion to approve and pay the bills as presented moved by Councilor Schneider and seconded by Councilor Heising.

Vote: 5 Yeas 0 Nays Motion Carries

ADJOURNMENT

There being no further business, Councilor Chamberlin moved and seconded by Councilor Tijerina to adjourn this meeting at 5:28 p.m.

All in favor: *Motion Passed Unanimously*

Korin Miller, Clerk of Council

Scott Stiriz, President of Council

**WAUSEON CITY COUNCIL
COMMITTEE OF THE WHOLE
THURSDAY, March 16, 2023**

Council President Stiriz called this meeting to order at 7:30 a.m. in Council Chambers. Present were Councilors, Stickley, Tijerina, Heising and Chamberlin. Councilor Tijerina had an excused absence.

COMMITTEE REPORTS

Council President Stiriz gave a report from the previous Tree Commission meeting, March 6, 2023. He explained that the committee is working hard on the Tree City USA event that Wauseon will be hosting on May 9, 2023. A Tree assessment has been at Reighard Park by Regional Forester, Stephanie Miller. She reported that no trees needed to be taken down.

Councilor Stickley gave a report from the previous Park Board meeting, March 14, 2023. He explained the three recommendations that Park Board will be presenting to council at the next Council Meeting.

Recommendation to accept Rotary's donation for new playground equipment at North Park.

Recommendation to allow Rotary to move forward with the planning of a new playground at Homecoming Park near the pavilion.

Recommendation to remove #7 from the current contract and to develop a second contract for non-profit organizations and the school to include a cleaning fee.

DEPARTMENT HEAD REPORTS

Chief Kessler gave a report for the Fire Department. He is working with Clinton Township on updating local contracts. He will be giving a presentation to explain Resolution 2023-5.

John Roof gave a report for the Police Department. Chief Chittenden was absent. He explained they participated in a School Violence training. They have posted for the SRO position. He said they have been approved for a Defensive Tactics training that they will provide for the county.

THERE WILL ONE PIECE OF LEGISLATION UNDER FIRST READING

Resolution 2023-5: A Resolution Authorizing The Mayor To Enter Into An Agreement With The Wauseon Professional Firefighters LAFF, Local 5223; And Declaring An Emergency

Chief Kessler explained that Resolution 2023-5 is an updated Union Contract. He provided a presentation that explained the changes that would be happening to the contract.

THERE WILL BE NO PIECES OF LEGISLATION UNDER SECOND OR THIRD READING

There being no further business, this meeting adjourned at 8:11 a.m.

Korin Miller, Clerk of Council

Scott Stiriz, Council President



**TREE COMMISSION
COUNCIL CHAMBERS
Monday March 6, 2023
8:00 AM**

Present: Scott Stiriz, Kurt Stuckey, Tom Collins, Laura Kamp, Rick Frey, and John Alexander

Staff: Korin Miller

Other: Regional Forester, Stephanie Miller

The Tree Commission Committee met to mainly discuss the Annual Tree City USA event that Wauseon will be hosting May 9th, 2023. Stephanie Miller was present to help the committee with the planning. She was also there to do a Tree Risk Assessment on Reighard Park after the meeting.

The committee discussed the importance of getting the invitations out. Stephanie Miller is providing the list of address. Staff members, Brooke Baumgartner and Korin Miller are doing the final touches on the brochure/Invitation. Laura Kamp confirmed D&J Catering will be at the event. The committee discussed small details regarding the event. Rick Frey brought up the small cleaning and tech fee the church will charge. The committee also decided on changing the ticket price to thirty-five dollars. Laura Kamp has provided a detailed to do list for the committee. That checklist has kept the committee organized and on task with planning the event.

The Tree Commission will meet again on April 3, 2023 at 7:30 a.m.

Respectfully submitted,
Korin Miller
Clerk of Council

**PARK BOARD
COUNCIL CHAMBERS
TUESDAY, MARCH 14, 2023
7:00 AM**

MEMBERS PRESENT: Larry Zimmerman, Brooke Conrad, and Lisa Vajen

STAFF: Scott Stiriz, Keith Torbet, Brooke Baumgartner, Mayor Huner, and John Arps

ABSENT: Russ Pauley and Dave Carroll

MATTER: North Park Playground Equipment

Larry Zimmerman presented pictures of playground equipment to replace the existing playground equipment at North Park. He shared that there will be two separate structures each with blue rubber mulch and black borders. The plan is to place them near where the existing structure is. Larry Zimmerman shared that Rotary would like to donate this playground equipment. It will cost around \$72,000 and will be turn-key. The park pictured on the right is 32ft x 32ft, has a capacity of 34, and is suited for ages 5-12.



The park pictured on the left is 30ft x 31ft, has a capacity of 32, and is suited for ages 2-12.



Recommendation to accept Rotary's donation for new playground equipment at North Park moved by Lisa Vajen and seconded by Larry Zimmerman.
Vote: 3 Yeas 0 Nays *Motion Carries*

MATTER: Homecoming Park Playground Equipment

Larry Zimmerman shared that Rotary Park would also like to donate new playground equipment for Homecoming Park to be located on the east side of the pavilion. There is no timeline for this

project yet, but he would like to move forward with plans and fundraising. He would like to have the same type of equipment as the new North Park equipment.

Recommendation to allow Rotary to move forward with the planning of a new playground at Homecoming Park near the pavilion moved by Larry Zimmerman and seconded by Brook Conrad.

Vote: 3 Yeas 0 Nays *Motion Carries*

Matter: Shelter House Rental Contracts

Keith Torbet brought up the Shelter House Rental Contracts. He specifically wanted to discuss Non-Profit Organization Rentals. #7 on the current Wauseon Parks Shelter House Reservation Form states:

7. Reighard Park Shelter fees can be reduced by ½ price to the following organizations: Non-Profit Organizations (proof of non-profit status required), Churches with a Wauseon address
Wauseon School functions will receive free usage and are the only exception.

Park Board members discussed possibly adding a cleaning fee to the shelter house contract. This would impact the schools and the non-profit organizations because they are not required to pay a deposit now. Brook Conrad mentioned having two contracts, one for the general public and one for the school and non-profit organizations. The general public contract would stay as is but would eliminate #7. The non-profit/school contract would specify what needs to be done and cleaned to receive their deposit back. Mayor Huner asked if a \$50 deposit cleaning fee would be a sufficient amount. John Arps said yes. Larry Zimmerman thought a time and material fee would be better.

Recommendation to remove #7 from the current contract and to develop a second contract for non-profit organizations and the school to include a cleaning fee moved by Brook Conrad and seconded by Larry Zimmerman.

Vote: 3 Yeas 0 Nays *Motion Carries*

Matter: Biddle Park Seeding

Brook Conrad asked if there was an update on the grass seeding at Biddle Park. Keith Torbet said they talked with Josh Sager, and he dropped the price a bit. Keith Torbet said they are going to go with his company for the seeding at Biddle Park.

Mayor Huner asked if anyone approached the baseball committee to ask them to donate towards the seeding project. There was discussion that the baseball committee was not interested in donating. Mayor Huner said whoever asked them went straight to the baseball board and went around the Wauseon Recreation Association. Mayor Huner shared that the City cannot ask for donations because it is an Ethics Violation.

Matter: Tree Assessment

Keith Torbet shared that Stephanie Miller, Regional Urban Forester, performed a tree assessment. She assessed all the trees and determined that none need to be taken down at this time. Three trees will need attention in the next couple of years. Five trees will need attention in the next three to five years. Keith Torbet shared that he will have a company come in for the larger trees out at Reighard Park to perform sample borings to get a better idea of the health of the trees. Keith Torbet mentioned that Stephanie Miller pointed out many trees that need trimming.

Motion to adjourn this meeting at 7:59 AM moved by Larry Zimmerman and seconded by Lisa Vajen.

All in favor: *Motion passed unanimously*

Respectfully submitted,
Brooke Baumgartner
Administrative Assistant

	Yes	No
Emergency	_____	_____
First Reading	_____	_____
Second Reading	_____	_____
Third Reading	_____	_____
Suspension	_____	_____

RESOLUTION 2023-5

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE WAUSEON PROFESSIONAL FIREFIGHTERS IAFF, LOCAL 5223; AND DECLARING AN EMERGENCY

WHEREAS, the Wauseon Professional Firefighters IAFF, Local 5223 (“Union”) has been certified by the State Employment Relations Board as the bargaining agent for the full-time employees of the Wauseon Fire Department holding the rank of Firefighter and Lieutenant employed by the City of Wauseon; and

WHEREAS, the collective bargaining agreement with the Union expires March 31, 2023; and

WHEREAS, a new agreement has been negotiated with the Union; and

WHEREAS, the Mayor should be authorized to sign said agreement which will bind the City of Wauseon to the terms and conditions of the agreement; and

WHEREAS, this Resolution should be declared an emergency measure necessary for the immediate preservation of the health, safety, and public welfare of the City because the current agreement with the Union is about to expire;

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

Section 1.

That the Mayor is hereby authorized to enter into the collective bargaining agreement with the Union representing the full-time employees of the Wauseon Fire Department holding the rank of Firefighter and Lieutenant, a copy of which is on file in the office of the Clerk of Council.

Section 2.

That the Mayor is hereby authorized to execute any and all documents necessary to fulfill the terms of said agreement;

Section 3.

That this measure is hereby declared to be an emergency measure necessary for the health, safety, welfare and protection of the citizen's of Wauseon and shall be in full force and effect immediately after its passage.

Passed:

Kathy Huner, Mayor

Scott Stiriz, President of Council

Attest: _____
Korin Miller, Clerk of Council

Approved as to Form:

Thomas A. McWatters III
City Law Director

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

Effective Date 04/01/2023- 04/01/2026

Case No. 2023-MED-01-0077

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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 certifications, 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 & UNION CHARTER

Section 10.1. Bulletin Boards & Union Charter The City shall allow the placement of a bulletin board and Union Charter 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 representative 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.

1 The Employer recognizes that work rules, regulations, and policies shall not directly conflict with
2 the express terms of this Agreement.
3

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

8 **ARTICLE 16**
9 **GRIEVANCE PROCEDURE**
10

11 **Section 16.1. General** Every employee shall have the right to present his grievance in
12 accordance with the procedures provided herein, free from any interference, coercion, restraint,
13 discrimination or reprisal, and shall have the right to be represented by a Union representative
14 and/or Union attorney at all stages of the Grievance Procedure. It is the intent and purpose of the
15 parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this
16 procedure.
17

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

- 20 a. **Grievance** - A "grievance" shall be defined as a dispute or controversy arising from the
21 misapplication or misinterpretation of the specific and express written provisions of this
22 Agreement.
23 b. **Grievant** - The "grievant" shall be defined as any employee within the bargaining unit.
24 c. **Days** - A "day" as used in this procedure shall mean calendar days.
25

26 **Section 16.3. Administration** The following procedures shall apply to the administration of all
27 grievances filed under this procedure;
28

29 All grievances shall include the name and position of the grievant, the identity of the provisions of this
30 Agreement involved in the grievance; the time and place where the alleged events or conditions
31 giving rise to the grievance took place, the identity of the party responsible for causing the said
32 grievance, if known to the grievant, and a general statement of the nature of the grievance and the
33 redress sought by the grievant on a form mutually agreed by the parties.
34

35 All decisions shall be rendered in writing at each step of the grievance procedure. Each decision
36 shall be transmitted to the grievant and his representative, if any.
37

38 Nothing contained herein shall be construed as limiting the right of any employee having a grievance
39 to discuss the matter informally with any appropriate member of the administration and having said
40 matter informally adjusted without the intervention of the Union, provided that the adjustment is not
41 inconsistent with the terms of this Agreement. In the event that the grievance is adjusted without
42 formal determination, pursuant to this procedure, while such adjustment shall be binding upon the
43 grievant and shall, in all respects, be final, said adjustment shall not create a precedent or ruling
44 binding upon the parties in future proceedings.
45

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

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

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

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

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

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

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

ARTICLE 17

ARBITRATION PROCEDURE

Section 17.1. Appeal to Arbitration In the event a grievance is unresolved after being 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 take
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 Full-time employees in the bargaining unit shall receive one-hundred twenty (120) 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

Such pay shall be 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.

Section 19.3 Should the Employer grant additional paid holidays to non-bargaining unit employees, then such paid holidays shall be automatically added to bargaining unit paid holidays as listed in Section 19.1

ARTICLE 20

VACATIONS

Section 20.1. Vacation Accrual Employees shall accrue vacation pay after ninety (90) days 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 90 days	48 hours
After one (1) year	48 hours
After two (2) years	120 hours
After six (6) years	168 hours
After ten (10) years	216 hours
After fifteen (15) years	288 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

1 ninety-six (96) personal leave hours each year which are to be taken within the calendar year earned.
2 Forty-eight (48) hours of personal leave will be credited in the first pay period in January, and
3 forty-eight (48) hours of personal leave will be credited in the first pay period in July. Personal
4 leave may be used in one-half (1/2) hour increments. Each 48 hours must be used in the respective
5 six- month period in which it is provided. Personal time cannot be carried over.
6

7 **Section 23.2. Approval Required** Personal leave shall only be taken with the advance approval
8 of the Chief/Designee, except in cases of emergency, in which an member shall give Employer
9 as much notice as is reasonably possible.
10

11
12 **ARTICLE 24**
13 **BEREAVEMENT LEAVE**
14

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

21 Additional bereavement leave days may be granted at the discretion of the Chief, with such additional
22 days being deducted from the employee's sick leave days.
23

24 **ARTICLE 25**
25 **HOURS OF WORK AND OVERTIME**
26

27 **Section 25.1. Definitions**

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

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

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

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

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

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

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

3 Regular overtime will be paid in the pay period earned.

4 **Section 25.3. FLSA Overtime** The FLSA work period for employees covered by this
5 Agreement will be twenty-eight (28) consecutive days. FLSA hours worked will be determined by
6 the FLSA standards. Only those hours actually worked over the FLSA threshold will be paid at the
7 employee's overtime rate.

- 8 • FLSA overtime will be calculated on hours actually worked over the FLSA standard of 212
9 hours in 28 consecutive days; and

- 10 • Paid, non-worked hours will not be credited for FLSA overtime; and

- 11 • FLSA overtime will be paid in the pay period at the end of the 28 day FLSA period.

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

19 **ARTICLE 26**

20 **UNIFORMS AND EQUIPMENT**

21
22
23 **Section 26.1. Equipment Covered** Equipment and uniforms covered under this Section are
24 specified in the Department's Policy and Procedures and include those items to be purchased by
25 the employer.

26
27 **Section 26.2. Uniform Allowance** All non-probationary employees shall receive an annual
28 uniform allowance in the amount of Seven Hundred Eightty Dollars (\$780.00).

29
30 **Section 26.3. List of Uniforms** The parties to discuss the uniform items that may be acquired
31 through the uniform allowance. A MOU shall be maintained detailing specific uniform items that
32 are acceptable for purchase by the employees. The MOU shall be revisited by both parties during
33 the established Labor Management Meetings.

34
35 **Section 26.4.** The Employer shall reimburse employees the reasonable cost to repair or replace
36 (whichever is less) employee-owned jewelry, including wristwatches, and cell phones damaged in
37 the performance of the employees' duties. The repair cost or replacement value of any jewelry shall
38 not exceed Four Hundred Dollars (\$400.00) for each individual item. The repair cost or replacement
39 value of any eyeglasses shall not be subject to a maximum limit for each individual item. In
40 addition, the Employer shall reimburse employees for the replacement cost of Employer owned

uniforms which are destroyed while the employee is on duty. Upon payment by the Employer to the employee, or any appropriate third party, of any amount necessary to repair or replace eyeglasses, jewelry or uniforms destroyed, the employee shall assign to the Employer all rights against any third party as appropriate to recover the monies expended for repair and/or replacement. Any money paid or costs incurred pursuant to this section shall not be deducted from the uniform allowances specified in Section 26.2 of this Article. Such reimbursement for damage shall only be made when the loss and/or damage is listed upon the appropriate incident reports.

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 Employees who elect PPO coverage shall pay the same percentage of the monthly health insurance premiums for this level of coverage paid by non-bargaining unit employees.

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 additional compensation as set forth below, 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.

2023: \$3,000

2024: \$4,000

2025: \$5,000

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. 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. In order to be eligible for Officer in Charge pay, the following qualifications may be considered:

1. Paramedic Certification
2. Fire Officer I and II Certification
3. Department Seniority

The employee must be assigned to and perform functions that are normally performed by the higher classification replaced in order to receive Officer in Charge pay for the specified time-period. When an administrative officer is present and filling in as shift supervisor, neither the administrative officer nor the member shall receive Officer in Charge pay.

Section 28.6. Lateral Transfers/Advance Step Placement Subject to the City of Wauseon's Civil Service Commission Rules, the Employer may laterally transfer certified

1 Firefighter/EMTs from another employer to a position as a Firefighter/EMT provided that the
2 employee has valid Firefighter and EMT certifications and serves a probationary period
3 provided in this Agreement. The lateral transfer will not be considered as an initial hire as
4 Firefighter and will be required to document his/her prior service as a Firefighter/EMT. The
5 Employer may place the Firefighter/EMT at an advanced step in the pay scale based on the
6 full-time service of the officer in another fire department performing as a Firefighter/EMT up
7 to step 3.
8

9 **ARTICLE 29**

10 **LAYOFFS**

11
12 **Section 29.1. Layoffs** Members of the bargaining unit may be laid off for lack of work, lack of
13 funds, or abolishment of positions. When the Employer determines that a long-term layoff or job
14 abolishment is necessary, it shall notify the affected employees fourteen (14) calendar days in advance
15 of the effective date of the layoff or job abolishment. Employees will be given fourteen (14) calendar
16 days' notice of the Employer's decision to implement any short-time layoff or furlough lasting one
17 hundred twenty (120) hours or less
18

19 **Section 29.2. Order of Layoffs** In the event of a layoff situation, members of the bargaining
20 unit will be held in accordance with their continuous full time service with the City Fire Department
21 (last hired, first laid off) and rank. Part-time employees will be laid off prior to layoff of full time
22 employees except the City may use part-time employees in the event of an emergency and when
23 staffing transitions, e.g. filling full-time positions or waiting on recall of full-time employees.
24

25 **Section 29.3. Recall** A member of the bargaining unit who is laid off shall be subject to recall from
26 layoff for a period of two (2) years from the effective date of the layoff.
27

28 **Section 29.4. Order of Recall** A recall from layoff will be based upon service with the Fire
29 Department (last laid off, first recalled). Laid off employees will be provided fourteen (14) days
30 notice for recall.
31

32 **ARTICLE 30**

33 **MEDICAL EXAMINATIONS**

34
35 **Section 30.1. Periodic Medical Examinations** Any instance where the Employer sends an
36 employee for a medical/psychological examination, it shall be at no cost to the employee, provided
37 the employee may be required to submit covered expenses to the health insurer. Provided further
38 that the City shall pay for all medical/psychological examination costs not paid by the health
39 insurer.
40

41 **Section 30.2. Physician/Psychologist Examination and Disability Separation** The
42 Employer may require an employee to take an examination, conducted by a licensed physician or
43 psychologist selected by the Employer to determine the employee's physical or mental capability
44 to perform the duties of the employee's position. If found not qualified, the employee may be
45 placed on sick leave, other applicable leaves, disability leave, or disability separated. The cost of
46 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 employee will immediately meet to discuss possible alternatives and/or reasonable accommodations. If no alternative or reasonable accommodation is mutually agreeable then the employee may be placed on sick leave, FMLA, unpaid disability leave, or may be disability separated. Such action is non-disciplinary in nature.

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

ARTICLE 31 **OBLIGATION TO NEGOTIATE**

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

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

ARTICLE 32 **DURATION OF AGREEMENT**

Section 32.1. Duration This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the Union and except as otherwise noted herein shall

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed
this _____ day of _____, 2023.

FOR THE CITY OF WAUSEON:

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APPENDIX A
WAGE RATES

Basic EMT	Current	Current Hourly	2023	2023 Hourly	2024	2024 Hourly	2025	2025 Hourly
new hire	46,779.34	16.06	48,650.51	16.71	50,110.03	17.21	51,613.33	17.72
new hire P	48,779.34	16.75	51,650.51	17.74	54,110.03	18.58	56,613.33	19.44
>1 yr	49,703.04	17.07	51,691.16	17.75	53,241.90	18.28	54,839.15	18.83
>1 yr P	51,705.04	17.76	54,691.16	18.78	57,241.90	19.66	59,839.15	20.55
>1 yr Lt	55,839.29	19.18	58,826.45	20.20	61,501.25	21.12	64,226.29	22.06
>3 yrs	52,626.75	18.07	54,731.82	18.80	56,373.77	19.36	58,064.99	19.94
>3 yrs P	54,626.75	18.76	57,731.82	19.83	60,373.77	20.73	63,064.99	21.66
>3 yrs Lt	58,996.89	20.26	62,110.37	21.33	64,883.68	22.28	67,710.19	23.25
>5 yrs	55,550.46	19.08	57,772.48	19.84	59,505.65	20.43	61,290.82	21.05
>5 yrs P	57,550.46	19.76	60,772.48	20.87	63,505.65	21.81	66,290.82	22.76
>5 yrs Lt	62,154.50	21.34	65,394.28	22.46	68,266.10	23.44	71,194.09	24.45
>8 yrs	58,474.17	20.08	60,813.14	20.88	62,637.53	21.51	64,516.66	22.16
>8 yrs P	60,474.17	20.77	63,813.14	21.91	66,637.53	22.88	69,516.66	23.87
>8 yrs Lt	65,312.10	22.43	68,678.19	23.58	71,648.53	24.60	74,677.99	25.64

*P= **2,000.00** **3,000.00** **4,000.00** **5,000.00**
 **LT = 8%