

Sponsor: Norris

**ORDINANCE NO. 2023-70**

**AN ORDINANCE AUTHORIZING THE MAYOR, SERVICE DIRECTOR AND OTHER NECESSARY EMPLOYEES OF THE CITY OF WELLSTON TO EXECUTE A CONTRACT AND WAGE AGREEMENT BETWEEN THE CITY AND THE WELLSTON FIRE DEPARTMENT AND DECLARING AN EMERGENCY.**

WHEREAS, the City has engaged in negotiations with the full-time officers of the Wellston Fire Department; and

WHEREAS, the City of Wellston and the Wellston Fire Department have reached an agreement and all now desire to complete the contract process and to have the contract and wage agreement that is attached hereto be approved and adopted as the contract between the City and the Wellston Fire Department; and

WHEREAS, finalizing the contract between the City and its fire department is necessary to preserve the health, safety and welfare of the City and its citizens and for the further reason that the current contract is due to expire on December 31, 2023, this matter constitutes an emergency.

**NOW, THEREFORE, BE IT RESOLVED BY THE LEGISLATIVE AUTHORITY OF THE CITY OF WELLSTON AS FOLLOWS:**

**SECTION 1:** That the mayor and service director and other necessary employees of the city are hereby authorized to execute the Contract and Wage Agreement with the Wellston fire department as attached hereto and declaring an emergency.

**SECTION 2:** This Resolution is hereby declared to be an emergency Resolution necessary for the immediate preservation of the public peace, health or safety of the City of Wellston, Ohio for the reasons set forth herein. Therefore, this Resolution shall go into effect upon passage and approval by the Mayor as provided in Ohio Revised Code Section 731.30.

**SECTION 3:** In the event this Resolution receives a majority vote for passage but fails to receive the required number of votes to pass as an emergency, then this Resolution shall be deemed to have passed but with no emergency clause and shall take effect at the earliest time permitted by law.

It is hereby found and determined that all formal acts of this council concerning and relating to adoption of this resolution were adopted in an open meeting of this council and that the deliberations of the council and any of its committees resulted in such formal action, were in meeting open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

PASSED AND ADOPTED by the Legislative Authority of the Political Subdivision on this 20<sup>th</sup> day of December, 2023.


  
Rick Hudson, President

ATTEST:

  
Clerk of the Legislative Authority



Approved this 20<sup>th</sup> day of December, 2023.

  
Anthony Brenner, Mayor

Published in accordance with the law on 12/1/23 and 12/2/23 and posted 12/27/23 through 1/27/24 at The Store, Wellston City Hall, Wellston Senior Citizens' Center, the Wellston Public Library and the Wellston Post Office.

  
Clerk of Council



Reviewed by: Mindy Eisnaugle, Clerk of Council

**CONTRACT AND WAGE AGREEMENT  
BETWEEN THE WELLSTON FIRE DEPARTMENT  
AND  
THE CITY OF WELLSTON**

**CONTRACT AND WAGE AGREEMENT**

**January 1, 2024, to December 31, 2026**

**ARTICLE I  
PURPOSE**

This agreement is made between the office of the Mayor representing the City of Wellston, hereinafter referred to as the "City" and the Chief, along with two Assistant Chiefs, of the Wellston Fire Department hereafter referred to as the Wellston Fire Department full time officers. The term "employee" or "employees" where used herein refers to all employees in this bargaining unit as provided herein. The purpose of this Agreement is to provide a fair and reasonable method of enabling employees covered by this agreement to participate in the establishment of terms and conditions of their employment of all differences between parties, subject to applicable laws of the U. S. and the State of Ohio and the City of Wellston.

**ARTICLE II**

**RECOGNITION**

**SECTION 1**

The Wellston Fire Department Full-Time Officers are recognized as the exclusive representative body of the Wellston Fire Department for the purpose of establishing rates of pay, hours, and other conditions. The Wellston Fire Department Full-Time Officers bargaining unit shall include only the job classifications in Appendix "A", and the City shall not recognize any other Unit as the representative for any employee within such classification.

No employee shall lose any benefits as a result of this agreement unless such benefits were specifically eliminated or modified during the negotiation which preceded this agreement.

**SECTION 2**

For the purpose of this Agreement, full-time employees shall be deemed to be any full-time fire department officer employed on a continuing basis.

**ARTICLE III  
NON-DISCRIMINATION**

Both the City and the Wellston Fire Department Full-Time Officers recognize their respective responsibilities under Federal and State Civil Rights Laws, Fair Employment Practice Acts, and other similar constitutional and statutory requirements. Therefore, both parties hereby reaffirm their commitment, legal and moral, not to discriminate on the basis of race, color, creed, national origin, age or sex.

the employee may, within seven (7) working days after the receipt of the Step 2, appeal in writing to the Service/Safety Director. The Director of Public Safety & Service shall meet with the employee within five (5) working days after the grievance is submitted to him; a written answer shall be given to the employee within five (5) days after the Step 2 meeting. Grievances must be appealed to arbitration within thirty (30) calendar days after the Step 2 answer is received.

**NOTE:** Exception to the above shall be the Fire Chief, who shall work directly with the Director of Public Safety & Service and/or the Mayor in settling any dispute or differences as described in Section 1 of this procedure.

### SECTION 3

In the event a grievance is submitted to arbitration, the arbitrator shall have jurisdiction, power, and authority only over disputes arising out of compliance with the provisions of this Agreement, including all disciplinary actions. In reaching his decision, the arbitrator shall have no authority to add to or subtract from, or modify in any way, any of the provisions of this Agreement. The arbitrator shall issue a decision within thirty (30) calendar days after the record is closed.

### SECTION 4

All decisions of arbitrators consistent with the previous paragraph, and all pre-arbitration grievance settlements reached by the employee and the City, shall be final, conclusive, and binding on the City and the employee, provided that the grievance may be withdrawn by the Employee(s) at any time, and the withdraw of the grievance shall not be prejudicial to the positions taken by the parties as they relate to the grievance or any future grievances.

### SECTION 5

A policy grievance which affects all the employees of this Bargaining Unit may be initially presented by the same at Step 3 of the grievance procedure.

- A. The time limits set forth in the Grievance Procedure shall, unless extended by the mutual written agreement of the City and the Employees of this Bargaining Unit, be binding and any grievance not timely presented, or timely processed thereafter, shall not be arbitral.
- B. In the absence of an extension as referred to in Section 5 (A) of this article, all grievances for which no timely answer is submitted by the City shall automatically be considered settled on behalf of the Employee's relief requested; however, two (2) working days' notice shall be given to the Service/Safety Director of the employees of this bargaining unit's intent to implement this provision.
- C. In computing the time for presenting, answering, or appealing a grievance, Saturdays, Sundays, and Holidays shall not be counted as workdays.

### SECTION 6

If a grievance is posted for arbitration, the Employees of this Bargaining Unit and/or the City shall request a list of arbitrators from the Federal Mediation and Conciliation Service. The

#### SECTION 4

Seniority shall be broken when an employee:

1. Quits
2. Is discharged for just cause.
3. Is laid off for a period more than eighteen consecutive months absent without leave for three (3) or more regular work shifts, unless proper excuse for the absence is shown or if no notice was given a satisfactory excuse for the failure to give notice.
4. Fails to report to work when recalled from lay-off within five (5) consecutive work shifts from the date on which the City sends the employee notice by registered mail to the employee's last known address on the City's records.

### ARTICLE X

#### **NEW POSITIONS OR NEW METHODS OF OPERATION**

During the length of this contract agreement, if any substantial change in the method of operation, hourly shift schedules, or of a new full-time job position is established, which has not been previously included in the Bargaining Unit as defined in this agreement, then the method of operation, hourly shift schedules, and other details of that position shall be determined by the Fire Chief. The wage rate for such a job position shall be determined by City Council.

Before putting such a rate into effect, the Mayor, and (2) members of City Council shall meet with the Wellston Fire Department Full-Time Officers Bargaining Unit to negotiate a rate for the position. In the event the parties are unable to agree upon a rate for the classification, the City may put the rate into effect, without any further delay, that rate being negotiable at the end of the present contract.

### ARTICLE XI

#### **TEMPORARY OCCUPANCY OF HIGHER POSITIONS AND TRANSFERS**

##### SECTION 1

In the absence of the Chief, the Assistant Chief designated by the Fire Chief shall be in charge of the Fire Department. In the event that an employee is off 30 calendar days, the Service/Safety Director has the right to upgrade the rate of pay of the member filling that position. He also may make it retroactive to when the absence of the higher classification began.

##### SECTION 2

There are no provisions set forth by law for the transfer of personnel to or from another department.

### ARTICLE XII

#### **PROMOTION AND FILLINGS OF VACANCIES**

##### SECTION 1

Any promotions and/or filling of vacancies shall be made in accordance with the provisions

used to ensure that employees meet Federal Guidelines for work hours. This will be the equivalent of "Kelly Days."

## **ARTICLE XV** **VACATION LEAVE**

### **SECTION 1**

All full-time employees of the Fire Department shall be granted vacation leave with full pay based on their length of service as follows:

After 1 year of service	2.154 hours per pay period
After 5 years of service	6.462 hrs. per pay period
After 10 years of service	8.615 hrs. per pay period
After 15 years of service	10.769 hrs. per pay period
After 20 years of service	12.923 hrs. per pay period

\*Vacation shall be based on a fifty-six (56) hour work week.

### **SECTION 2**

Vacation in the Fire Department may be accumulated up to ten (10) working shifts and held in escrow beyond the regular vacation allowance for any two (2) years. Any vacation above the amount allowed in escrow must be taken within the year it is earned or that amount will be forfeited. If, however, the employee is unable to take any part of his vacation entitlement above the ten (10) working shifts allowed in escrow due to the operational needs of the Fire Department, the employee shall be paid for any unused vacation entitlement at their base rate.

### **SECTION 3**

Being that full-time staffing of the Fire Department is limited, scheduling of vacation time cannot be on a set basis or time schedule. Vacation time will be taken when it is convenient to all employees. The Director of Public Safety & Service will be notified prior to the starting date. If time is taken due to an emergency, the Director of Public Safety & Service will be notified in the morning of the next workday if efforts to contact him fail at the start of the vacation.

## **ARTICLE XVI** **LEAVES OF ABSENCE**

### **SECTION 1**

#### **GENERAL:**

All leaves of absence (and any extension thereof) must be applied for in writing. Approval or disapproval of the leaves shall also be given in writing. An employee may, upon request, return to work prior to expiration of any leave of absence if such early return is agreed to by the City. On return to work after leave of absence, the employee shall return to his same position at the same rate of pay.

If it is found that a leave of absence is not actually being used for the purpose of which it was granted, the City may cancel the leave, whether in-person or by certified mail at the last known address, direct the employee to return to work, and impose disciplinary action up to

absence may be granted without pay for good cause shown for a period not to exceed ninety (90) days. The granting of such leave will be based upon the operational need of the Fire Department and shall only be granted by the Director of Public Safety & Service.

#### SECTION 5 EDUCATIONAL LEAVE

An employee may be granted, upon the approval of the Fire Chief and Service/Safety Director, time off with pay for educational purposes relating to his job and Fire Department procedures and operations.

#### SECTION 6 MILITARY LEAVE

An employee shall be granted an extended leave of absence without pay for required military duty in accordance with the law. After discharge and upon request, he shall be restored to employment within the Fire Department in accordance with the State and Federal Law.

An employee who is drafted shall be granted a leave of absence with pay for the purpose of taking military physicals.

Full-time employees of the Fire Department who are temporarily called to active duty, (e.g., summer training) shall be granted a leave of absence for the duration of such duty for a period not to exceed six (6) working shifts in any calendar year. However, an employee will receive only the difference between military pay and regular pay. He shall accumulate vacation and sick leave credit during the period of such leave.

Employees on military leave who thereafter return to employment with the City shall receive retirement credit for all time spent in active military service as may be sanctioned by State and Federal Law.

#### SECTION 7 JURY DUTY LEAVE

An employee serving on jury duty will be excused with pay for the time lost during his regular workweek. Employees shall turn in all compensation upon completion of jury service to the Treasurer of the City of Wellston. However, an employee must return to work when excused from jury duty.

#### SECTION 8 BEREAVEMENT LEAVE

In the case of death in the employee's immediate family (husband, wife, parent, mother-in-law, father-in-law, children, stepchildren, daughter-in-law, son-in-law, grandparents, or grandchild) one (1) working shift leave with pay shall be granted for the funeral. Time off may be taken for the funeral of any other relative without pay. Special cases may be taken up with the Service/Safety Director. It is agreed that accumulated sick leave may be used for the funeral of other relatives, or, in addition to the funeral leave granted by this provision if

## **ARTICLE XVIII** **COMPENSATION**

### **SECTION 1** **SALARY**

	January 1, 2024,	January 1, 2025(3.5%)	January 1, 2026(3.0%)
Chief	\$62,000.00	\$64,170.00	\$66,095.00
Fire Chief Asst.	\$59,000.00	\$61,065.00	\$62,897.00

The organization and pay schedule are based on a minimum of 2900 hours per work year. Tracking of these hours will continue by the employee.

## **ARTICLE XIX** **INSURANCE**

### **SECTION 1** **HEALTH INSURANCE**

Effective November 1, 2018, the City shall provide medical, dental, and optical insurance coverage equal to 90% of the policy costs with the participating employee providing 10% of the policy costs. Any employee not requiring insurance shall receive three thousand, two hundred and fifty dollars, (\$3,250.00), bonus in a lump sum payment at the end of each insurance contract year. Should the employee's needs change and insurance become necessary, the lump sum payment shall be prorated each month of no coverage. Pursuant to the insurance committee's actions, employees participating in the plan will pay the flat monthly amount required to standardize payments.

### **SECTION 2** **LIFE INSURANCE**

The City, at its cost, will provide a \$50,000.00 term life insurance policy on the life of employees. The policy shall have a double indemnity clause for accidental death.

### **SECTION 3** **UNIFORM ALLOWANCE**

A uniform allowance of up to \$550.00 per year will be provided to each employee of this Bargaining Unit for work related uniforms upon approval of purchase orders.

### **SECTION 4** **GLASSES/ CONTACTS**

Employees of this bargaining unit shall be reimbursed for any cost incurred to them for the loss or damage of prescription eyeglasses or contacts in the line of duty.

SECTION 2

COMMENCEMENT OF NEGOTIATIONS

Commencement of negotiations for a new contract shall be no later than September 1, 2023.

ARTICLE XXII

REOPENER

In the event the City changes its payment policy for work performed out of this contract, the Bargaining Unit has the right to negotiate compensation under this contract.

DURATION

This agreement shall become effective January 1, 2024, and shall continue in full force and effect through December 31, 2026. Commencement of negotiations for a new contract shall be no later than September 1, 2026.

**For the Fire Department:**

  
\_\_\_\_\_  
Ryan Pelletier, Chief

\_\_\_\_\_  
Dennis A. Dupree, Asst. Chief

\_\_\_\_\_  
Darrell Wright, Asst. Chief

**for the City:**

  
\_\_\_\_\_  
Anthony Brenner, Mayor

  
\_\_\_\_\_  
Stacy Camp, Safety Director

  
\_\_\_\_\_  
Jennifer Bevard, HR