



William Biddlecombe	Joe Dike	Sam Artino	Monty Tapp	Mark Claus	Matt Grieves	Joel Hagy
Councilmember	Councilmember	Councilmember	Mayor	Vice-Mayor	Councilmember	Councilmember

CITY COUNCIL — REGULAR COUNCIL MEETING

Wednesday, December 18, 2024 @ 6:30 PM

City Council Chambers
417 Main Street
Huron, Ohio 44839

LIVESTREAM MEETING INFORMATION

This regular meeting of Council will be conducted in person in Council Chambers at Huron City Hall and live streamed on the City of Huron's YouTube channel. The public is free to observe and hear the discussions and deliberations of all members of City Council via the following link: <https://www.youtube.com/channel/UCpRAV-AnmlA6lfukQzKakQg>

I. Call to Order Public Hearing on the 2025 Municipal Budget

Moment of Silence followed by the Pledge of Allegiance to the Flag

I.a Roll Call

I.b Swear in Witnesses

I.c Witness Testimony

I.d Council motion to approve/amend/reject the 2025 Municipal Budget, as presented.

I.e Adjourn Public Hearing

II. Call To Order Regular Council Meeting

III. Roll Call of City Council

IV. Approval of Minutes

IV.a Minutes of the regular Council meeting of September 10, 2024.

IV.b Minutes of the regular Council meeting of September 24, 2024

IV.c Minutes of the regular Council meeting of October 8, 2024

V. Audience Comments Citizens may address their concerns to City Council. Please state your name and address for the recorded journal. (3-minute time limit)

VI. Old Business

VII. New Business

VII.a Resolution No. 99-2024 (*submitted by Matt Lasko*)

A resolution authorizing an agreement with the Fraternal Order of Police/OLC/Patrol Officers for the contract period January 1, 2025 through December 31, 2025.

VII.b Resolution No. 100-2024 (*submitted by Matt Lasko*)

A resolution authorizing an agreement with the Fraternal Order of Police/OLC/Sergeants for the contract period January 1, 2025 through December 31, 2027.

VII.c Resolution No. 102-2024 (*submitted by Matt Lasko*)

A resolution authorizing a Collective Bargaining Agreement with the American Federal of State, County and Municipal Employees, AFL-CIO OC 8/Local 2024 for the period of January 1, 2025 through December 31, 2027.

VII.d Ordinance No. 2024-54 (*submitted by Matt Lasko*)

An ordinance establishing Huron Codified Ordinance Section 161.04(A) Exhibit "A" Position and Salary Schedule.

VII.e Ordinance No. 2024-55 (*submitted by Matt Lasko*)

An ordinance amending Section 161.04.1 of the Administrative Code of the Codified Ordinances establishing the salaries of the Law Director, Finance Director, Service Director, Fire Chief, and Police Chief.

VII.f Ordinance No. 2024-56 (**first reading**) (*submitted by Todd Schrader*)

An ordinance amending Chapter 1131 of the Huron Codified Ordinances to establish a new Section 1131.11 (Outdoor Lighting Regulations).

VII.g Ordinance No. 2024-57 (*submitted by Matt Lasko*)

An appropriations and cash transfers ordinance.

VII.h Ordinance No. 2024-58 (*submitted by Matt Lasko*)

An ordinance adopting the 2025 Municipal Budget.

VII.i Motion (*submitted by Mayor Monty Tapp*)

A motion to appoint Tom Harris to the Board of Zoning Appeals for a 5-year term; to reappoint Tom Solberg, Jr. to the Huron Joint Recreation District for a term of 2 years; to reappoint Bob Williams as a Joint Appointee to the Huron Joint Port Authority for a term of 4 years; to reappoint Tom Solberg, Jr. to the Huron Joint Port Authority for a term of 4 years; and to reappoint Mark Cencer to the Planning Commission for a term of 4 years.

VII.j Motion (*submitted by Mayor Monty Tapp*)

Motion to reflect on the record that the Personnel Appeals Board and Income Tax Board of Review are not currently active and, therefore, will not be populated unless or until City Council later determines a need for the relevant board to be activated.

VIII. City Manager's Discussion

IX. Mayor's Discussion

X. For the Good of the Order

XI. Executive Session(s) Executive session to consider the appointment, employment, dismissal, discipline, promotion, demotion or compensation of a public employee.

XII. Adjournment



TO: Mayor Tapp and City Council
FROM: Matthew Lasko
RE: Resolution No. 99-2024 (*submitted by Matt Lasko*)
DATE: December 18, 2024

Subject Matter/Background

Resolution 100-2024 authorizes a successor Collective Bargaining Agreement between the City and the Fraternal Order of Police/OLC/Patrol Officers for the period January 1, 2025 through December 31, 2027. The current collective bargaining agreement will expire on December 31, 2024.

The administration and union met over a series of negotiating sessions to discuss managerial, administrative, and financial modifications to the current contract. A summary of the main modifications are as follows:

- 3-year contract (2025-2027), however with automatic contract reopeners in 2026 and 2027 for healthcare and wages
- Making the 12-hour shift MOU part of the contract, however the Chief has the unilateral right to change to 10 or 8 hours shifts
- Wage increases that included a modest equity increase to align with IAFF wages and then a \$1.75 increase to the base wage
- Alterations to the longevity calculation to add a step and move to percentage of salary versus static amounts
- Increased uniform allowance by \$100
- Making the canine officer MOU part of the contract
- Increased employee contribution towards the healthcare premium to 6%
- Changed from a Health Reimbursement Account to a Health Savings Account

Financial Review

The 2025 Municipal Budget includes expenses based on the terms of the Collective Bargaining Agreement with the Fraternal Order of Police/OLC/Patrol Officers.

Legal Review

The matter has been reviewed, follows normal administrative procedure and is properly before you.

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 99-2024 is in order.

[Resolution No. 99-2024 FOP Patrol Officers CBA \(3-year\) \(1\).doc](#)

[Resolution No. 99-2024 Exh A FOP Patrol Officers CBA 2025-2027.docx](#)

RESOLUTION NO. 99-2024

Introduced by Joe Dike

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT ON BEHALF OF THE CITY OF HURON, OHIO, WITH THE FRATERNAL ORDER OF POLICE/OLC/PATROL OFFICERS FOR THE CONTRACT PERIOD JANUARY 1, 2025 THROUGH DECEMBER 31, 2027

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1: The City Manager is authorized and directed to execute an agreement for and on behalf of the City of Huron, Ohio with the Fraternal Order of Police, OLC/Patrol Officers for the contract period January 1, 2025 through December 31, 2027, said agreement to be substantially in the form of "Exhibit A" which shall be attached hereto and made a part hereof upon execution by all Parties.

SECTION 2: That this Council hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

SECTION 3: That this Resolution shall go into effect and be in full force and effect from and after the earliest date allowed by law.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

Fraternal Order of Police



Ohio Labor Council, Inc.

**Collective Bargaining Agreement
City of Huron
and
Patrol Officers
January 1, 2025 to December 31, 2027**



Contents

PREAMBLE/PURPOSE.....	5
ARTICLE 1.....	5
Recognition – Patrol Officers	5
ARTICLE 2.....	6
Management Rights	6
ARTICLE 3.....	6
Prevailing Rights.....	6
ARTICLE 4.....	6
Grammar	6
ARTICLE 5.....	7
Severability	7
ARTICLE 6.....	7
Non-Discrimination	7
ARTICLE 7.....	7
No Strike/No Lock Out.....	7
ARTICLE 8.....	8
Labor Council Activity	8
ARTICLE 9.....	8
Dues	8
ARTICLE 10.....	9
Labor/Management Meeting.....	9
ARTICLE 11.....	9
Seniority	9
ARTICLE 12.....	10
Job Description, Rules & Regulations, Procedures	10
ARTICLE 13.....	11
Hours of Work and Shift Assignment.....	11
ARTICLE 14.....	12
Compensation and Longevity	12
ARTICLE 15.....	15
Education/Training Incentive Program.....	15
ARTICLE 16.....	16
Uniforms and Maintenance.....	16
ARTICLE 17.....	17

Travel Expenses, Mileage Allowance.....	17
ARTICLE 18.....	17
Vacations.....	17
ARTICLE 19.....	18
Holidays	18
ARTICLE 20.....	20
Scheduling Time Off.....	20
ARTICLE 21.....	21
Sick Leave.....	21
ARTICLE 22.....	23
Safety and Health.....	23
ARTICLE 23.....	23
Job Related Injury Leave	23
ARTICLE 24.....	24
Restricted Duty Assignment	24
ARTICLE 25.....	24
Leave for Family Death	24
ARTICLE 26.....	24
Emergency Leave.....	24
ARTICLE 27.....	25
Jury Duty.....	25
ARTICLE 28.....	25
Military Training Leave.....	25
ARTICLE 29.....	25
ARTICLE 30.....	26
Weather Emergencies	26
ARTICLE 31.....	26
Special Assignment.....	26
ARTICLE 32.....	27
Health Insurance	27
ARTICLE 33.....	30
Life Insurance	30
ARTICLE 34.....	30
Other Insurance.....	30
ARTICLE 35.....	30

Surety Bonds Required	30
ARTICLE 36.....	30
Union Meetings.....	30
ARTICLE 37.....	31
Bulletin Board.....	31
ARTICLE 38.....	31
Personnel Files.....	31
ARTICLE 39.....	33
Discipline	33
ARTICLE 40.....	33
Grievance Procedure.....	33
ARTICLE 41.....	36
Promotional Testing.....	36
ARTICLE 42.....	36
Copies of Agreement	36
ARTICLE 43.....	37
Alcohol/Drug Abuse Policy.....	37
ARTICLE 44.....	39
Extra Duty Events	39
ARTICLE 45.....	39
Field Training Officer	39
ARTICLE 46.....	40
Duration	40
APPENDIX A.....	41
(Authorization for Dues Deduction Form)	41
APPENDIX B	42
APPENDIX C	43
(Huron Police Department / General Request)	43
APPENDIX D.....	44
(Sick Leave Conversion Form).....	44
APPENDIX E (Sick Leave Conversion to Payment Request)	45
APPENDIX F.....	46
(Conditional Opt-Out Form for Health Insurance)	46
APPENDIX G.....	47
(Grievance Report Form).....	47

APPENDIX H.....	48
-----------------	----

PREAMBLE/PURPOSE

THIS AGREEMENT made and entered into by and between the City of Huron, Ohio, hereinafter referred to as the "City" or "Employer" and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "Union",

WITNESSETH:

WHEREAS, the City and the Union have negotiated the Agreement hereinafter set forth to achieve the following objectives:

- A. To achieve and maintain a satisfactory and stabilized employer-employee relationship and to promote efficient and effective law-enforcement.
- B. To provide for the peaceful and equitable adjustment of differences which may arise.
- C. To attract and retain qualified employees by providing those benefits compatible with the financial resources of the Employer.
- D. To insure the right of every employee to fair and impartial treatment.
- E. To assure the effectiveness of service by providing an opportunity for employees to meet with the Employer, either individually or through their representatives to exchange views and opinions on policies and procedures affecting the conditions of their employment.
- F. To provide for orderly and harmonious employee relations in the interest, not only of the parties, but of the citizens of Huron, Ohio; and

WHEREAS, to assure that the above objectives will become a reality, the parties hereto shall cooperate in every way possible to assure that both the officials of the City and the employees within Bargaining Unit comply with the provisions of this Agreement.

NOW, THEREFORE, it is agreed to as follows:

ARTICLE 1
Recognition – Patrol Officers

1.01 The City hereby recognizes the Fraternal Order of Police, Ohio Labor Council, Inc. as the sole and exclusive bargaining agent for the purpose of collective bargaining on any and all matters related to wages, hours, and working conditions of all Patrol Officers in the bargaining unit.

1.02 The bargaining unit shall include all full-time Patrol Officers who are or may in the future be employed in the position of Patrol Officer or a full-time position of substantially the same duties and responsibilities by the Division of Police of the City of Huron, Ohio and hereinafter referred to as "Member", "Employee" or "Officer" as certified in State Employment Relations Board case number 84-VR-05-1071, 84-rd-06-1323.

1.03 All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

ARTICLE 2

Management Rights

2.01 The Union shall recognize the right and authority of the City to administer the business of the City and in addition to other functions and responsibilities which are required by the law, the Union shall recognize that the City has and will retain the full right and responsibility to direct the operations of the City, to promulgate rules and regulations except as may specifically be limited within this Collective Bargaining Agreement (“Agreement”), and more particularly, including but not limited to, the following:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire Employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain Employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the employer as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 3

Prevailing Rights

3.01 The City agrees not to reduce or rescind any clearly established benefits in effect and regularly provided to Employees at the time of the signing of this Agreement, but which are not specifically referred to in this Agreement and they shall remain in full force during the terms of this Agreement; provided, however, that nothing provided for herein shall interfere with or prevent the City from exercising those management rights as set forth in Article 2 of this Agreement.

ARTICLE 4

Grammar

4.01 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular. Words, whether in the masculine, feminine or non-binary genders, shall be construed to include all of those genders. By the use of either the masculine or feminine genders it is understood that the use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 5
Severability

5.01 This Agreement is meant to conform to and should be interpreted in conformance with the Constitution of the United States, the Constitution of the State of Ohio, and all applicable Federal and State laws and the Charter, Ordinances and Resolutions of the City. Should any provisions of this Agreement become invalid by operation of law or be declared invalid by any tribunal of competent jurisdiction, all other provisions of the Agreement shall remain in full force and effect.

5.02 In the event of invalidation of any portion of this Agreement, upon written request of either party, the parties to this Agreement shall meet at mutually convenient times in an attempt to modify that invalidated provision by good faith negotiations and amendments, and modifications of this Agreement resulting from such negotiations may be made by mutual written agreement of the parties to this contract.

ARTICLE 6
Non-Discrimination

6.01 Neither party will discriminate for or against any Member of the bargaining unit on the basis of age, sex, gender identity, marital status, race, color, creed, national origin, handicap, political affiliation, or for the purpose of evading the spirit of this Agreement. The parties agree not to interfere with the desire of any Employee to become or remain or withdraw as a Member of the Union.

ARTICLE 7
No Strike/No Lock Out

7.01 The Union, its members and employees shall not call, sanction, encourage, finance and/or assist in any strike, walk-out, work stoppage or slow-down at any operation or operations of the City for the duration of this Agreement.

7.02 The Union, its members and employees shall cooperate with the City in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate violations of Section 7.01 committed by its members or employees. In the event a violation occurs, the Union shall promptly notify all members and employees that such action is prohibited and advise all Members to return to work at once.

7.03 The City shall not lockout any Union Member for the duration of this Agreement.

ARTICLE 8

Labor Council Activity

8.01 The Members of the Union within a bargaining unit shall elect one of their members to be the Associate and one of their members to be the Alternate Associate. The Associate shall be the ranking labor official within the bargaining unit. The Associate or Alternate Associate as they may determine shall be permitted to attend mutually agreed upon meetings with City representatives; however, the Union shall not be permitted to have more than one on-duty representative present.

8.02 Union representatives shall be granted time to perform their Union functions including attendance at regular and special meetings with City representatives and activities related to grievance procedure without loss of pay or benefits, but in no event shall the City be responsible for payment of wages or benefits to a representative or Member for the time spent on Union activity outside scheduled duty hours. Time granted for Union activity shall be subject to temporary revocation in the event of an emergency as determined by an authorized City representative.

8.03 The City shall make reasonable provisions authorizing vacation leave for representatives to attend Union or Fraternal Order of Police functions.

8.04 The City shall permit not more than one (1) non-employee Labor Council representative and one (1) attorney, is requested to attend grievance, discipline or collective bargaining meetings or hearings.

ARTICLE 9

Dues

9.01 The City agrees to deduct regular Union membership dues, as uniformly required, from the wages of any Employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the Employee. The signed payroll deduction authorization on the form provided by the Union, a copy of which is attached as Appendix "A", shall be provided by the ranking Union official to the Director of Finance. Upon receipt of the authorization, the City will deduct Union dues on the earliest date available within the payroll system and then once each month unless and until the authorization is revoked or the City is otherwise relieved by terms of the Agreement. Nothing in this section shall be construed to require any Employee to become a Member of the Union. During the first pay period in January of each year, the Employer shall provide the FOP/OLC with a roster of all bargaining unit Members. Should the Employer receive written notice from a bargaining unit Member wishing to cease dues deduction and withdraw from the FOP/OLC membership, the Employer shall notify the FOP/OLC in writing within 7 days of the request.

9.02 The City shall be relieved from continuing a dues deduction upon the Employee's:

A. termination

- B. transfer to a job outside a bargaining unit for which the Union is the recognized exclusive bargaining representative
- C. layoff;
- D. agreed upon unpaid leave of absence
- E. failure to receive sufficient wages to equal the regular deduction; or
- F. voluntary termination by the Member of the written authorization of the dues deduction.

9.03 All dues collected by the City shall be paid over once each month via ACH payment or by regular US Mail to the F.O.P. Ohio Labor Council, Inc. at 222 East Town Street, Columbus, Ohio 43215.

9.04 The Union agrees to save the City harmless in the event of any legal controversy with regard to this Article.

ARTICLE 10

Labor/Management Meeting

10.01 In the interest of sound labor/management relations, unless mutually agreed otherwise, as needed at a mutually agreeable day and time, the Chief and/or Chief's designee and the City Manager and/or City Manager's designee shall meet with not more than three (3) representatives of the Union to discuss pending problems and to promote a more harmonious labor/management relationship.

10.02 An agenda will be furnished by both parties at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting and the names of those Union Representatives who will be attending. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the Union of changes made by the Employer which affect bargaining unit members of the Union;
- C. Discuss grievances which have not processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by both parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency;
- F. To consider and discuss health and safety matters relating to Employees.

10.03 It is further agreed that if special labor/management meetings have been requested and mutually agreed upon, they shall be convened as soon as feasible.

ARTICLE 11

Seniority

11.01 Seniority as an Employee of the Division shall be determined by continuous service in the Division of Police calculated from the Employee's date of appointment as a regular full-time

officer. If two (2) or more Employees have the same date of appointment, the Employee ranking highest on the entrance eligibility list shall be the senior. Continuous service shall only be broken by resignation, discharge or retirement.

ARTICLE 12

Job Description, Rules & Regulations, Procedures

12.01 The Chief of the Division has prepared a department manual, a copy of which has been furnished to present Employees and will be furnished to each new Employee. This manual contains job descriptions and division rules and regulations. Any modifications, additions, changes or deletions to the material contained in the manual shall be furnished to each Employee in writing for placement in his/her/their manual. Each Employee shall sign a receipt of having received such written material.

12.02 All other procedures, memorandums, directives, general orders and special orders shall be published in a daily bulletin to be located in the dispatcher's area. Each Employee, when reporting for duty, shall initial the bulletin to indicate that he/she/they has read each new publication in the bulletin since his/her/their last tour of duty.

12.03 The Chief of Police may request input from Labor Council representatives prior to the effective date of any new, amended or rescinded directives as described above.

12.04 Appropriate training, as determined solely by the City, shall be provided to Employee assigned new, different or additional duties unless that Employee has previously received such training.

12.05 Each eight (8), ten (10) or (12) hour work shift shall be manned by two (2) police officers. Administrative personnel shall be permitted to fill the role of a police officer in accordance with Article 15.02. Whenever personnel are dispatched as road units, one of the units must be a fulltime officer unless a full-time officer is not available or in the case of an emergency.

12.06 A Patrol Officer shall be given at least thirty (30) days notice of a permanent shift change; provided, however, this provision shall not apply to probationary Patrol Officers. "Permanent shift changes shall not include changes necessitated by or arising in the following circumstances:

- A. To accommodate other officers' vacations, holidays, personal time off, bereavement leave or other types of temporary leave provided for in Patrol Officers or Sergeants contracts;
- B. To accommodate other officers' sick leave, other than sick leave arising less than eight (8) hours prior to a shift;
- C. To accommodate other officers' attendance at schools or seminars;
- D. As a result of a request or voluntary shift change.

ARTICLE 13
Hours of Work and Shift Assignment

13.01 For the purposes of this Agreement, a regularly scheduled biweekly pay period shall be eighty (80) hours.

13.02 Bargaining unit Members will be permitted to bid on shift assignments each calendar year by seniority as indicated below:

Cycle Number	Dates Covered by the 4 Month Cycle	Dates When the 4 Month Cycle Will be Bid
First (1 st)	On or about January 1 Through April 30 th	Between November 1 and November 15
Second (2 nd)	On or about May 1 st through August 31 st	Between March 1 and March 15
Third (3 rd)	On or about September 1 through December 31	Between July 1 and July 15

13.03 One of the Patrol Officer's positions on each of the four (4) squads is hereby designated as a "Relief Shift" to provide flexibility to accommodate time off requests, continuing education, vacations, illnesses and the like. The Patrol Officer filling the Relief Shift shall be subject to changes in shift to accommodate such time off requests, continuing education, vacations, illnesses and the like.

13.04 There shall be excluded from the shift preference procedure assignments as School Resource Officer, Detective position(s) and the DARE position(s), which assignments shall be made at the Chief's discretion. For the School Resource Officers, the City shall post the available shifts and days off for summer assignments by April 1st of each calendar year, and the School Resource Officers shall submit their shift and days off preference on Appendix H by May 1st of each year; failure to submit a preference by May 1st shall be deemed a waiver of this provision of the contract. Shift and days off assignments for School Resource Officers for the summer months (last day of school until the first day of school) shall be made in the same manner subject to the Chief's approval as set forth above for general Patrol Officers. School Resource Officers shall return to their school year shift at the beginning of each school year.

13.05 In the event a shift becomes vacant due to resignation, termination, retirement or promotion, the Patrol Officer filling that vacancy shall remain in that shift until the next bidding opportunity.

13.06 Nothing contained in this Article 13, or anywhere else in this Agreement, shall prevent the Chief of Police from fulfilling his/her/their duties under Huron Codified Ordinance 145.02 in controlling the assignment of all police officers in the Division. In the event the Chief shall make a good faith determination that, for the effective and efficient operation of the Division, a Patrol Officer should not be assigned to the shift as bid, the Chief shall be free to assign such Officer as he/she/they sees fit. In such event, the Chief shall respond in writing to the bidding Patrol Officer

setting forth his/her/their reasons for not following the stated bid preference.”

13.07 Twelve (12) hour scheduling shifts may be utilized as determined by the Chief of Police. If twelve (12) hour shift scheduling is utilized, the basic work schedule shall consist of eighty (80) hours in a fourteen (14) day period for officers assigned to work twelve (12) hour shifts. The Chief can unilaterally, and without any further discussion or bargaining with the Union or its members, discontinue such twelve (12) hours shift scheduling and revert to eight (8) or ten (10) hour shift scheduling with a thirty (30) day advance notice to the Union.

Employees scheduled to work an eight (8) hour shift shall be compensated at one and one half (1½) their regular rate of pay for all hours worked in excess of eight (8) hours each day and/or forty (40) hours in a one week period.

Employees scheduled to work a ten (10) hour shift shall be compensated at one and one half (1½) their regular rate of pay for all hours worked in excess of ten (10) hours each day and/or eighty (80) hours in a two week pay period.

Employees scheduled to work a twelve (12) hour shift shall be compensated at one and one half (1½) their regular rate of pay for all hours worked in excess of twelve (12) hours each day and/or eighty (80) hours in a two week pay period.

Officers in specialized units shall work eight (8), ten (10) or twelve (12) hour shifts.

Employees shall not receive overtime pay for regularly scheduled shift rotations.

ARTICLE 14

Compensation and Longevity

14.01 Wages

A. Definitions. For purposes of determining the amount paid to Employees as set forth herein, the following terms shall apply:

1. “Base Rate” shall be defined as the gross pay less all incremental adjustments resulting from training, education and longevity.
2. An Employee’s “Regular Rate” shall be defined as the Base Rate plus any increased amounts in accordance with Section 14.01B-D and Article 15.

B. All Patrol Officers shall be paid in accordance with the following:

1. Effective January 1, 2025, , there will be a one-time equity adjustment plus an additional one dollar seventy-five cents (\$1.75) added to the Base Rate as reflected Appendix B herein.

2. The parties agree to re-open the contract to negotiate wage rates for 2026 and/or 2027 as specified in the Duration Article herein.

- C. Each Patrol Officer shall progress from step to step of the wage scale upon his/her/their anniversary dates of employment in accordance with the example shown in Appendix B, which is made a part hereof through the duration of this Agreement.
- D. Employees hired on or after January 1, 2009 may be hired at such step of the Wage Scale as the City may determine is appropriate based on legitimate factors such as skill, experience, training and market conditions, provided there is no discrimination and further provided that the Union shall be notified of the hiring of any Patrol Officer at a Step higher than step D and the reasons for the hiring rate. Employees hired on or after January 1, 2022, shall progress from step to step of the wage scale upon their anniversary dates of employment in accordance with the example shown in Appendix B.

14.02 Overtime. All hours worked in any one day in excess of the regularly scheduled shift as determined by the Chief or eighty (80) hours in two (2) week shall be paid at one and one-half (1½) times the Employee's Regular Rate determined in accordance with the Fair Labor Standards Act. Employees, during the terms of this Agreement, may accumulate and maintain a compensatory time bank up to forty (40) hours of compensatory time off. Any earned but unused compensatory time as of December 31 of each year shall be paid to Employees in the first pay of the following year, but at the rate at which it was earned.

- A. Whenever it is necessary to fill a position which is vacant by reason of an emergency such as sickness, emergency leave, or other unscheduled absences, excluding compensatory time, holidays and vacations, notice of which occurs less than eight (8) hours prior to the need, the Police Chief or Chief's designee shall have the option to first utilize part time or administrative personnel to staff the position. It shall be within the discretion of the Police Chief to utilize overtime to staff the position.
- B. Whenever it is determined that overtime is to be utilized, the City will select the Employee to be called from a rotating list to be prepared, maintained and posted by the union. Provided the City follows the order of the lists prepared by union (that is, both the "Overtime List" and the "Order In List" in calling overtime personnel), no grievance may be filed by any Member concerning overtime.
- C. The City may call more than one (1) Member from the overtime list so that no Member would work more than sixteen (16) consecutive hours.

14.03 Court Time. A Member directed to appear in any court or hearing in response to a subpoena or other writ commanding appearance in a criminal, quasi-criminal or civil case arising out of a duty-related incident, shall be paid in accordance with the following:

- A. When scheduled at a time not in conjunction with the Member's regular duty time, at the overtime rate for a minimum of three (3) hours or the amount of time actually worked, whichever is greater.

B. When incurred by a Member on sick leave, regardless of the Member's scheduled work shift prior to the sick leave use:

1. If within the first ten (10) workdays on sick leave, at the overtime rate for at a three (3) hour minimum or for hours actually worked, whichever is greater.
2. After ten (10) workdays on sick leave, all actual hours worked at Member's Regular Rate.

All fees received shall be returned to the City in accordance with established procedure.

14.04 Call Back. A Member directed to report for duty at a time not in conjunction with the Member's scheduled duty time, by the Department Head, Division Head, or their designee shall be compensated for minimum of three (3) hours or the amount of time actually worked, whichever is greater, at the overtime rate. Whenever a Patrol Officer is ordered to work overtime (that is, called in from the "Ordered In List"), such Patrol Officer shall be compensated at a rate two (2) times the Member's Regular Rate for a minimum of three (3) hours or the amount of time actually worked, whichever is greater .

14.05 Working Out of Classification Pay. Whenever a Patrol Officer is required to work in the capacity of a sergeant, he/she/they shall be paid one (1) additional half-hour at his/her/their Regular Rate for every four (4) hours worked as a sergeant. This section will not be applicable to any period in which the Chief of Police is on duty unless otherwise authorized by the Chief of Police.

14.06 Pension Pickup. Notwithstanding the foregoing provisions on Member's compensation, and unless otherwise specified in this Agreement, the parties agree that:

- A. The City shall reduce each Member's gross compensation which is subject to and qualifies as compensation subject to contributions to the Ohio Police and Firemen's Disability and Pension Fund and shall contribute to the Ohio Police and Firemen's Disability and Pension Fund in addition to the City's required employer contribution, the applicable reduction in lieu of payment as proscribed by the Ohio Police and Fire Pension Fund by City of such amount to such Member.
- B. This treatment of compensation shall be mandatory as to each Member.
- C. The City shall, in reporting and making remittances to the Ohio Police and Firemen's Disability and Pension Fund, report that each Member's contribution has been made as provided by statute.
- D. The parties further agree that a Member's contract salary for purposes of determining the contribution base for contributions to the fund and any benefits which are determined by reference to the Member's rate of pay, shall consist of:
 1. the Member's cash salary as actually payable to the Member in accordance with paragraph 14.06A, plus

2. the amount of contribution to the fund paid by the City in lieu of payment by the Member pursuant to paragraph 14.06A.
- E. The parties further agree that the pick-up described in paragraph 14.06A shall remain in effect only so long as Revenue Ruling No. 81-36 remains substantially unchanged, that such pick-up is intended to be without cost to the City, and that the City has made no representations as to the effects of such pick-up on any Member's benefits or level of taxable income.
- F. For the purposes of this Agreement, the City agrees to a pension pick-up in the percentage amount as set forth in Appendix B of the Member's statutory portion.

14.07 Longevity A Member shall receive a wage increase calculated on base rate as a longevity payment in accordance with the completion of the required years of service as hereinafter set forth below.

Years of Service as of Anniversary Date	Amount Added to Annual Salary
Completion of 3 Years	1%
Completion of 5 Years	2%
Completion of 10 Years	3%
Completion of 15 Years	4%
Completion of 20 Years	5%
Completion of 25 Years	6%

ARTICLE 15

Education/Training Incentive Program

15.01 In order to address the increasing needs for more diversified services that are being placed upon the Police Officer of today by the community, it is believed that the program in this Article will enhance both the quality and type of services provided by the Police Division. This program incorporates an incentive pay plan. By establishing this program, the Division will assist the officers in foreseeing future career compensation as the results of personal initiative.

15.02 Education Incentive Program. All full-time employees in the Division of Police shall be entitled to an additional incentive for one Associate's or Bachelor's Degree as follows:

1. A one percent (1%) increase to their base rate for completion of forty-eight (48) credit hours toward an Associate's or Bachelor's degree in Police Science/Criminal Justice or other law enforcement related field.
2. An additional one percent (1%) increase to their base rate for an Associate's degree in Police Science/Criminal Justice or other law enforcement related field or for ninety-six (96) hours or one-half the necessary credits toward a Bachelor's degree, whichever is

greater.

3. An additional one percent (1%) increase to their base rate for a Bachelor's degree in Police Science/Criminal Justice or other law enforcement related field.

The employee shall have the option to have the increases rolled into their base rate as a permanent increase or be paid annually on the first full pay in January. Each level must receive per-approval. For a course to be considered approved, it must be submitted to and approved by the Police Chief before the course begins.

15.03 Education Alternative. Members may elect to participate in the City's Education Assistance Program as set forth in the Administrative Order dated March 10, 2000. To elect to participate in the Education Assistance Program, a Member must notify the City in writing of such election by October 31st of each year for the coming year. A Patrol Officer may participate in both the "Education Incentive Program" described in Section 15.02, and this "Education Alternative" described in Section 15.03.

15.04 Training. Employees who complete forty (40) hours of continuing education in a calendar year, shall be eligible to receive an educational bonus equal to one percent (1%) on the Employee's base rate. Employees who qualify shall be paid annually on the first full pay in January. Forty (40) hours of continuing education shall be submitted at the end of the year to the Police Chief or designee. Employees retiring during the life of this Agreement and who otherwise qualify for this training bonus shall receive their training bonus for the year in which they retire prior to the end of their last year of service rather than in their next year's pay.

ARTICLE 16

Uniforms and Maintenance

16.01 The City shall continue to provide all uniforms and equipment to persons who are appointed as full-time salaried Members to the position titled Patrol Officer.

16.02 Persons who fail to successfully complete their probationary period shall return all uniforms and equipment to the City. The City as in the past shall continue to furnish and pay the full cost of dry-cleaning service for uniform items.

16.03 Effective January 1 of each calendar year or six (6) months after successful completion of FTO, whichever comes first, a Member shall be authorized to requisition each calendar year during the term of this Agreement uniforms and required equipment subject to procedures as promulgated by the City as follows: one thousand one hundred dollars (\$1,100.00). Officers shall supply their SRT gear from these allowances.

16.04 In addition, City shall replace the bullet resistant vest of each Member as each vest becomes five (5) years of age. The vest shall be of the Member's choosing up to a maximum cost of Six

Hundred Dollars (\$600.00). Vests that are issued to the SRT Officers shall also be replaced when they become over five (5) years old. On termination of employment for whatever reason, the City may request and shall receive from the Member such uniforms and equipment equal to what was originally issued to the Member.

16.05 When it is clearly shown that the personal property of a Member was damaged while discharging his/her/their duties as an Employee of the City and through no fault of his/her/their own, then the City Manager may, by written order, authorize the replacement or repair of the personal property to its original state at the initial expense of the City. The term personal property may include such items as eyeglasses, dentures, watches, flashlights, etc. (Administrative Order #123 dated November 13, 1985.

16.06 In the event the City unilaterally determines a new or different type uniform item shall be adopted and worn by Members, the City shall furnish the original issue in appropriate quantities and said cost shall not be charged against the annual allowance. In the event the Union requests a new or different type uniform and the City agrees to adopt the requested change, the Members shall purchase those items in appropriate quantities.

16.07 Officers that complete their probationary period shall be issued one (1) Class 'A' uniform at the expense of the City.

ARTICLE 17

Travel Expenses, Mileage Allowance

17.01 Members shall utilize City owned vehicles for travel whenever possible. Only upon prior authorization from the Chief of Police will mileage reimbursement for the use of personal vehicles be afforded. In the event that prior authorization is given, the City shall pay a mileage allowance for use of personal vehicles at the rate allowed by the IRS as that amount may change from time to time.

ARTICLE 18

Vacations

18.01 The City shall provide each Employee vacation with full pay at the Employee's Regular Rate in accordance with the schedule listed below. Notwithstanding the accumulation rates below, newly hired Employees, or Employees who have laterally transferred shall be entitled to use vacation once they have accumulated forty (40) hours.

<u>Years of Service</u>	<u>Annual Accumulation</u>
After 1 Year	2 Weeks
After 7 Years	3 Weeks
After 13 Years	4 Weeks
After 20 Years	5 Weeks
After 26 Years	6 Weeks

18.02 The rules governing the scheduling of vacation time shall be as set forth in Article 20.

<u>Annual Vacation Entitled To</u>	<u>Credit Per Pay Period</u>
80 hours	3.1 hours
120 hours	4.6 hours
160 hours	6.2 hours
200 hours	7.7 hours
240 hours	9.2 hours

ARTICLE 19

Holidays

19.01 The City shall continue to grant paid holidays in accordance with this article. The date of a given holiday shall be the actual date of the holiday and not the date the holiday is observed by the City.

On January 1 of each year employees in the bargaining unit shall be provided one hundred eight (108) hours at their regular base rate per year that can be used at any time during the year in lieu of the following holidays.

19.02 The holidays are as follows:

New Years Day	Labor Day
Martin Luther King Jr. Day	Patriots' Day (September 11)
Presidents' Day	Veterans' Day
Good Friday (1/2) day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Eve (1/2 day)
Independence Day	Christmas Day
	New Year's Eve (1/2 day)

When an employee separates from service with the City for any reason prior to the end of the calendar year, a deduction shall be made from their final pay check in an amount equal to the number of holidays that have not yet occurred during that year but have been used.

19.03 In addition to paid holidays set forth in this article, each employee shall be entitled to eight (8) hours of personal time at the regular base rate paid at the same time employees receive holiday pay.

19.04 Holiday Pay.

- A. Employees shall be paid for eight (8) hours at their Regular Rate for each of the holidays listed in Section 19.02 when no work is performed on such holidays.

- B. Employees working holidays will be paid one and one-half (1½) times their Regular Rate for each hour worked in addition to eight (8) hours at their Regular Rate for each of the holidays listed in Section 19.02.
- C. Employees shall have the option of being compensated at their Regular Rate in the first pay period of December as outlined below; or Employees may elect to take Holiday Pay in the form of a day off for each holiday listed in Section 19.02.
 - 1. All elections shall be made in writing to the City Manager no later than November 1 in the preceding year.
 - 2. Should an Employee fail to notify the City Manager of his/her/their election, the City will automatically determine that the Employee will be compensated as outlined below and will not afford holiday hours for time off to the Employee.
 - 3. Any Employee electing to utilize holiday time in the form of time off shall be compensated for no more than forty (40) hours of unused holiday time in the first pay period of January in the following year.
 - 4. At no time will unused holiday time be carried over to be used as paid time off in the following year.
- D. An Employee on vacation or approved sick leave status on the specified holiday will be charged with eight (8) hours vacation or paid leave time and will be paid for the holiday in addition.
- E. Holiday hours not worked will not be recorded or charged.
- F. In order to be eligible for holiday pay the Employee must work the last regularly schedule shift immediately preceding the holiday and the first regularly scheduled shift that immediately follows the holiday unless the Employee has an excused absence.
 - 1. For purposes of this section, excused absence shall be defined as funeral leave as provided in the Agreement, illness which is verified by a physician's certificate, approved vacation leave, and personal day as provided in this Agreement.
 - 2. The Employee must be on the active payroll during the week in which the holiday falls.
- G. Payment for all holidays set forth in Section 19.02 shall be made to an Employee at his/her/their Regular Rate in a lump sum in a draft, in one separate check on the normal pay day in the first pay period of December of each year. An Employee shall not be entitled to any interest which may accrue on such deferred Holiday Pay.
- H. An Employee who leaves employment with the Employer prior to December of the year in which the Holiday Pay is to be made and other than for reasons outlined in this Article 19, shall receive payment in a lump sum and in a separate check for all earned but not deferred holiday pay which Employee has accrued as of the date of Employee's separation at the

Employee's Regular Rate. Such Employee shall not be entitled to interest which may accrue on such deferred Holiday Pay.

- I. An Employee shall not be entitled to any Holiday Pay as provided in this Article 19 during the period Employee is on an approved leave of absence, or during a period in which Employee is on layoff.
- J. Holiday hours begin at 0000 on the date of the holiday and end at 2359 on the same day.

19.05 In addition to the paid holidays set forth in in Section 19.02, each Employee shall be entitled to thirty-six (36) hours off with pay each calendar year. Such extra days shall be the choice of the Employee, subject to the approval of the Chief.

ARTICLE 20

Scheduling Time Off

20.01 Employees making written request to the Chief or Chief's designee for scheduled time off (vacation time, holidays, personal time or comp time) shall use the "General Request Form" in Appendix "C". All forms must be fully filled out or they will be rejected.

20.02 Employees making written request to the Chief or Chief's designee for use of twenty-four (24) hours or more consecutive shifts off using vacation and/or holiday time inclusive or non-inclusive of scheduled days off, with at least thirty (30) days advance notice will be deemed approved. Employees further agree no Employees shall be "ordered-in" to work any scheduled time off. Part-time personnel will be used when applicable and the "voluntary" rotating overtime list will be used on all remaining uncovered shifts. In the event of an emergency as determined by Police Chief, but not to avoid overtime, any time off may be denied or revoked.

20.03 Employees making written request to the Chief or Chief's designee for use of any personal time, with at least thirty (30) days advanced notice shall be deemed approved. Employees further agree no Employees shall be "ordered-in" to work any scheduled time off. Part-time personnel will be used when applicable and the "voluntary" rotating overtime list will be used on all remaining uncovered shifts.

20.04 An Employee may submit the request for scheduled time off during any part of the year. The Chief or Chief's designee shall approve or disapprove each such request no later than seven (7) days after the request has been received. The Chief or Chief's designee shall have the option to waive the foregoing requirements and grant scheduled time off at times other than hereinabove provided. If the Chief or Chief's designee does not respond within seven (7) days of receipt of the request, the request shall be deemed approved.

20.05 In the event two Employees of the Police Division request the same starting date for scheduled time off, preference shall be given to the Employee making their request first. In the event the dates are the same, rank seniority, then division seniority shall be the determining factor with the request of the ranking Employee recognized.

20.06 The City shall have the right to cancel an Employee's scheduled time off in the event of a real and present emergency; provided, however, the inability of the Employer to cover the Employee's scheduled time off by other Employees shall not be considered an official emergency to enable Employer to cancel an Employee's approved vacation. In the event the City cancels a previously approved scheduled time off of three (3) consecutive days or more, the City will reimburse the Employee for documented amounts of deposits or prepaid, nonrefundable expenses lost due to cancellation.

ARTICLE 21

Sick Leave

21.01 An Employee shall continue to be entitled, for each month of service, to sick leave of one and one fourth ($1\frac{1}{4}$) workdays with pay and shall be entitled to accumulate an unlimited amount of sick leave pursuant to Codified Ordinance 163.02 as in effect on January 1, 1991.

- A. An Employee may use sick leave, upon approval of the Chief of Police or designee, for absence due to illness, injury or exposure to contagious disease which could be communicated to other Employees and to illness or injury in the Employee's immediate family. Immediate family shall be as described in Codified Ordinance 163.03.
- B. The Chief of Police or designee may require the Employee to furnish a satisfactory certificate that the absence was caused by illness due to any of the causes mentioned in this section and is capable and fit to return to regular assigned duties.

21.02 The City and the Members covered by this Agreement are subject to the terms of the Family and Medical Leave Act. The conditions under which Family and Medical Leave (FML) is granted shall be in accordance with federal law and regulations. Members who do not qualify for FML shall be granted parental leave up to three (3) days of sick leave upon approval of the Chief of Police or designee for the birth or adoption of a child.

21.03 An Employee who transfers from one City department to another shall be credited with the unused balance of his/her/their accumulated sick leave.

21.04 Each Employee whose employment with the City commenced on or after January 1, 1973 shall be allowed a credit for accumulated sick leave accrued while in the employ of another Ohio political subdivision up to a maximum of one hundred twenty (120) hours upon proof of employment with another Ohio political subdivision.

21.05 An Employee who has a minimum of 1,000 hours accumulated sick leave by the end of December of the preceding year may request, by the last working day of January of any calendar year on the form provided in Appendix "D" and shall be granted the right to convert one-hundred twenty (120) hours sick leave to forty (40) hours personal time. An Employee shall not convert or accumulate in excess of forty (40) hours of personal time on any calendar year.

21.06 As of December 31, 2002, an Employee who has a minimum of 1,000 hours accumulated sick leave may request, by the last working day of January of any calendar year on the form provided in Appendix "E" and shall be granted the right to convert a maximum of eighty (80) hours sick leave to a cash payment to be paid to the Employee with the first pay of February.

21.07 In the event an Employee would be eligible to receive an award from the Ohio Bureau of Workers' Compensation and also be eligible to receive sick leave payments for the same injury, such Employee shall reimburse the City for sick leave payments received by the Employee from the City to the extent of payments received from the Bureau of Workers' Compensation. To the extent of such reimbursement, the sick leave records of the Employee shall be debited to reinstate the hours for which the Employee had been charged.

21.08 After three (3) consecutive sick shifts, the Chief or Chief's designee may request written confirmation from a physician of the nature of the Employee's illness. After five (5) consecutive days the Employee must produce written confirmation from a physician of the nature of his/her/their illness.

21.09 After any three (3) sick shifts in any rolling three (3) month period, the Chief or Chief's designee may request written confirmation of the nature of the Employee's illness(es).

21.10 When reasonable suspicion indicates that any Member of the bargaining unit is unable to perform the essential functions of his/her/their position, the City may require a physical or mental fitness for duty examination at its expense by a licensed physician, psychologist, or psychiatrist of its selection. The City shall be entitled to a copy of such professional's report.

21.11 For all Employees employed as of December 31, 2011, the following shall apply:

- A. Effective January 1, 2012, all sick leave hours shall be frozen at the hourly rate in effect on December 31, 2011. The frozen hours shall be multiplied by the 12/31/11 hourly rate to arrive at the amount of payout to which the Employee is eligible for accumulated sick leave. The Employee will continue to accrue sick leave without maximum accrual for the remainder of his/her/their tenure with the City.
- B. Upon retirement, the Employee has the option of being paid out sick leave in accordance with the greater of:
 - 1. one (1) day for each accrued three (3) days up to a maximum of 480 hours at the Employee's current Regular Rate; or
 - 2. the frozen amount determined on December 31, 2011.

These two options are mutually exclusive and any Employee employed as of December 31, 2011 may accept one of the two alternatives upon retirement or his/her/their beneficiary upon death in office.

21.12 Employees hired after January 1, 2012 shall be paid sick leave payout upon retirement on the basis of one (1) day for each accrued three (3) days up to a maximum of 480 hours at the Employee's Regular Rate.

ARTICLE 22
Safety and Health

22.01 The City will continue to exert every reasonable effort to provide and maintain safe and healthy working conditions for every Employee. The Employees agree that, in the course of performing their regularly assigned duties, they will be alert to unsafe and/or unhealthy practices or conditions and report them to their immediate supervisors for corrective action within a reasonable amount of time, provided the supervisor determines that an unsafe and/or unhealthy practice or condition exists. A grievance alleging a violation of this Article may be filed directly with the City Manager.

ARTICLE 23
Job Related Injury Leave

23.01 Any Employee suffering a physical injury on the job or job-related illness which leaves the Employee disabled and unable to perform their regular duties shall be paid at their Regular Rate during the period of each disability, or fifty-two (52) consecutive weeks, whichever is less.

23.02 Injury or job-related illness leave pay shall also be contingent upon the injured Employee signing or transferring to the Employer, in writing, any remuneration they may receive from the Bureau of Worker's Compensation on account of said injury. The Employer may increase the number of weeks these benefits are to be paid in increments of six (6) weeks at the option of the Employer.

23.03 During the period of disability leave, the Employer, in addition to paying the Employee's regular wages, will make payment into any and all insurance and/or pension plans as required by this Agreement, any amendment hereto, and/or otherwise as part of the employment relationship between the Employer and the Employee. During such period of disability leave the Employee shall continue to earn seniority, pension credit, sick leave or sick leave credit and vacation time. Uniform allowance will be provided.

23.04 The City has the right to insist on an examination of the Employee by a physician of the City's choice, and the City shall have the right to disapprove paid leave and/or require the Employee to return to work at any time from service injury leave status. If the Employee's physician disagrees with the City's physician, the Employee shall be examined by a third physician selected jointly by the Union and the City, and the opinion of this physician shall be used to determine the Employee's eligibility for medical leave under this section. This examination shall be at the City's expense.

ARTICLE 24

Restricted Duty Assignment

24.01 Employees unable to fully perform normal duties because of a job-related injury or illness will be placed on Restricted Duty assignment by the Employer. Employees unable to fully perform normal duties because of an off duty-related injury or illness may be placed on Restricted Duty assignment by the Employer. Such Restricted Duty shall be for no less than five (5) calendar days and no longer than one hundred twenty (120) calendar days. Such assignments shall be based upon operational needs and requirements as determined by the Chief or Chief's designee and will be within the scope of the Police Division or Municipal Court.

24.02 Employees placed on Restricted Duty shall be required to present an attending physician's statement listing specific job restrictions for the Employee, which shall be reviewed by the Chief or Chief's designee before Restricted Duty is assigned. If the City disagrees with the attending physician's opinion, the Employer may require an Employee to undergo an examination to be conducted by a mutually agreed upon physician to determine the physical or mental capabilities to perform the duties assigned, when reasonable cause exists. The cost of such examination shall be borne by the Employer. The parties agree to be bound by the decision of the physician.

24.03 Employees will be entitled to accrue sick leave and vacation benefits for all time spent on Restricted Duty provided they comply with Sections 1 and 2.

24.04 Any Employee while assigned to Restricted Duty shall continue to receive all compensation and fringe benefits, including accumulation of seniority attached to his/her/their normally assigned position. All sick leave, holiday time and other benefits used during restricted duty shall be prorated at a forty (40) hour rate.

ARTICLE 25

Leave for Family Death

25.01 The City shall continue to grant bereavement leave in accordance with Codified Ordinance 163.03 as in effect on August 28, 2000.

25.02 For purposes of this Article, "immediate family members" shall include all of the following: parent, stepparent, sibling, stepsibling, half-sibling, spouse, child, stepchild, grandparent, mother-in-law, and father-in-law.

ARTICLE 26

Emergency Leave

26.01 If a serious or unexpected emergency occurs to an Employee's spouse or children, or a member of the immediate family in his/her/their household, the Employee shall be allowed to leave his/her/their duties for a maximum of three (3) days, upon approval of the Department Head.

26.02 Arrangements to enable the Employee to return to his/her/their duties after the third duty day must be made if the emergency continues beyond that time.

26.03 Emergency days off in excess of the first day of each emergency shall be charged against the Employee's accumulated sick leave.

ARTICLE 27

Jury Duty

27.01 A Member who is called for jury duty shall, upon notice to the Chief or Chief's designee, be paid his/her/their regular salary or wages less the amount of pay received for jury duty service in accordance with Codified Ordinance 163.08 as in effect on January 1, 1988. Members called to report for jury duty shall notify the Chief or Chief's designee who may place the Member on paid leave of absence status, otherwise, the Member shall be placed on day shift for the duration of his/her/their jury service. For this period, other shifts may be adjusted to maintain required coverage.

ARTICLE 28

Military Training Leave

28.01 The City shall continue to grant a leave of absence for military training in accordance with Codified Ordinance 163.09.

ARTICLE 29

Canine Officer

29.01 The Officer assigned to the K9 position shall be required to house, feed, exercise, and care for the assigned K-9. The Officer shall also provide an area at his place of residence to house the K-9. Such duties shall require the Officer to perform work during his off-duty time and shall be paid one half (½) hour of regular pay for each day of the fourteen (14) day pay period, for a total of seven (7) hours of regular pay each pay period.

29.02 The assigned K9 officer will be afforded at least sixteen (16) hours of organized training each month in lieu of patrol duties. Additional training may be approved as needed. Training outside the Department will be at a training facility or course approved by the Chief of Police. If training cannot be completed within the Officer's regularly scheduled hours, the Officer shall be compensated at the overtime rate in accordance with Article 14, Section 14.02.

29.03 If the K-9 Officer is directed to report for duty at a time not in conjunction with the Officer's scheduled duty time, the Officer shall be compensated according to Article 14, Section 14.04.

29.04 The City shall pay for all expenses and costs related to the K-9, including, but not limited to:

- The cost of the K-9
- Food and nutrition for the K-9
- Instruments, equipment, and professional services related to the health, care, grooming, housing and training of the K-9
- All medicine, immunizations, necessary appliances, and veterinary and professional care related to the K-9
- All boarding fees and related costs for the K-9
- Provide all materials to maintain a home at the assigned officer's place of residence for the K-9

29.05 Upon the recommendation of a veterinarian due to age or medical reasons, the cessation of the Officer's assignment, upon unresolved performance problems, or budgetary reasons the K-9 may be retired by the Employer. The assigned Officer shall be granted the option to purchase such K-9 from the Employer at such time for the price of one dollar (\$1.00).

29.06 If the assigned K-9 Officer separates from the City's Police Department prior to five (5) years after the purchase of the K-9, the Officer shall have the opportunity to purchase the K-9 at a prorated amount based on the purchase price of the K-9 and the K-9's years in service.

ARTICLE 30

Weather Emergencies

30.01 When a weather emergency is declared by the City Manager or City Manager's designee, those affected shall receive their regular pay and shall offset such pay against accumulated personal, vacation, holiday or compensatory time. The City Manager or City Manager's designee shall consult with the officer in charge of the Police Division as to the duration of a given emergency.

ARTICLE 31

Special Assignment

31.01 Members may be placed on special assignment with pay to attend training courses or seminars which are approved, assigned and paid for by the City. The travel time to and from the aforementioned training shall be compensable if the total travel and training time exceeds eight (8) hours a day. If such training is assigned by the Chief, the time spent in travel away from home outside of regular working hours, including time spent as a passenger on an airplane, train, boat, bus or automobile, shall be compensable. If such training is approved, but not assigned or required by the Chief, the time spent at the training program and travel time shall be compensable, but such compensable time shall not include time spent as a passenger. In all cases, compensable travel time

shall not include the time a Member would travel to and from his/her/their regular assignment, and total compensable training time shall not include that time scheduled for meal breaks. Time devoted to study, class projects or similar activities shall not be compensable.

ARTICLE 32

Health Insurance

32.01 The City will make available a group insurance program covering certain hospitalization, surgical, and medical benefits for Employees and dependents who meet the City's eligibility guidelines. The program will be better or equal in actuarial value to other employees of the City. The level of insurance benefits provided to bargaining unit Members shall be the same level of insurance benefits provided to other, general non-bargaining employees of the City of Huron, including management.

32.02 In the event the City proposes to substantially change the plan as described in this section, it shall bring such proposed changes to a labor/management meeting at least sixty days (60) days prior to the proposed effective date of said changes.

32.03 The Employee's share shall be paid through payroll deduction, which deduction is hereby specifically authorized. Employees will be responsible for 6% of the employee benefits program including medical/prescription drugs, dental and vision during calendar year 2025. The parties agree to re-open the contract to negotiate health insurance article for 2026 and/or 2027 as specified in the Duration Article herein.

Calendar Year	Employee Contribution
2025	6%
2026	To be renegotiated
2027	To be renegotiated

Bargaining unit Members shall be responsible for paying the same amount as the general non-bargaining employees including management for their monthly insurance cost.

32.04 The City offers an "opt-out" payment to those Employees who do not enroll in the City's medical and prescription drug plan for themselves and/or their dependent children. To receive the opt-out payment, two conditions must be met.

- A. An annual form must be completed communicating to the City that the Employee was offered coverage but has elected to opt-out. This form can be found in Appendix F.
- B. The Employee must provide reasonable evidence that the Employee and all other individuals (*for whom the Employee reasonably expects to claim a personal exemption deduction for the taxable year or years that begin or end with the City's plan year to which the opt-out arrangement applies*) will have minimum essential coverage during the period of coverage to which the opt-out arrangement applies.

1. Individual coverage does not meet this requirement.
 2. If the Employee loses coverage during the plan year, this would be considered a qualifying event and the Employee would be able to enroll in the City's plan with no lapse in coverage. The Employee must complete an enrollment form requesting coverage under the City's plan within 30 days of losing coverage.
- C. Certification of Other Coverage. Before an Employee may opt out of the City's Health Insurance plan, the Employee must provide proof of coverage under another insurance policy by providing one or more of the following: certificate of insurance, summary plan description, evidence of coverage, contract of coverage, or IRS form 1095-A, 1095-B, or 1095-C.
- D. Beginning for plan year 2025 , Opt-Out Payments are listed in the table below. The City will provide Members of the bargaining unit a cash incentive plan for those eligible Employees electing to "opt-out" of the medical, dental, vision, and prescription drug coverage that is made available.

Enrollment Tier			
	Annual Amount	Quarterly Amount	
Waive Employee Only	\$3,000	\$750	
Waive Employee plus Child(ren)	\$6,000	\$1,500	
Waive Family (Children)	\$3,000	\$750	

32.05 Spousal Carve-Out. If an Employee's spouse is eligible to participate, as a current employee, self-employed individual (other than a sole proprietor), in a business or organization's (e.g. partner, member) group medical/prescription drug plan sponsored by his/her/their employer, business, organization, the spouse is **not eligible** for the City of Huron's group health plan. This requirement does not apply to any spouse who:

- A. Is not employed or is retired without access to a group retirement plan
- B. Is employed and working less than 30 hours per week;
- C. Is employed and not eligible for coverage under his/her employer's plan. However, the open enrollment period for the spouse's employer is not relevant to a spouse's ability to join the plan.
- D. Is employed by the City of Huron;
- E. Was previously covered under the Employee's plan pursuant to the arbitration award on December 16, 2016, in the FMCS No. 4160115-021833-6 as decided by Arbitrator Jerry B. Sellman. All such spouses are expressly excluded from the spousal carveout under this Section 32.05.

32.06 Dependent Verification Any Employee who enrolls a dependent to the medical, dental and/or vision plan will be required to provide documentation at the time of enrollment and as may be afterwards required which demonstrates that the dependent meets the City's eligibility criteria for the benefit(s) being selected.

A. Dependent Children: appropriate documentation shall be provided per the following:

1. Biological Child: Government-Issued Birth Certificate, with all parent names contained thereon;
2. Adopted Child: Government-Issued Birth Certificate or Adoption Certificate or Placement Agreement or Petition;
3. Stepchild: Government-Issued Birth Certificate, with all parent names contained thereon, AND documents to verify Spouse as outlined below;
4. Legal Guardianship: Legal documentation from the state court or federal government documenting the legal guardianship status; or
5. Court Order to provide medical benefits.

B. Legally Married Spouses: appropriate documentation shall include:

1. If married within the prior 12 months of enrollment, a Government Issued Marriage Certificate, including the date of Employee's marriage. (Church-issued certificates are not acceptable.)
2. If married more than 12 months prior to enrollment, a Federal Tax Return filed for the prior calendar year listing Employee's spouse, consisting of the first page of the Form 1040 showing names of dependents with all financial information and social security numbers redacted.

C. Audit. An audit will be conducted for all dependent children currently covered on the plan. Once complete, dependent children can remain on the plan until the end of the month in which they turn age 26. Spouses may be audited on an annual basis to ensure all spouses meet the City's eligibility guidelines which include Spousal Carve Out, as described in Section 32.05.

32.07 Health Savings Account. The City will provide Health Savings Accounts (HSA) for all Employees enrolling in the medical plan, which can be used to offset network deductible, coinsurance, and prescription expenses. Beginning January 2025, the chart below reflects the HSA dollars that will be provided by coverage tier. The HSA account will be fully funded January 2, 2025.

Coverage Elected	HSA Amount
Employee Only	\$2,500
Employee + Child(ren)	\$5,500
Employee + Spouse	\$5,000
Employee + Family	\$4,000

ARTICLE 33

Life Insurance

33.01 The City shall provide each Member a \$50,000.00 term life insurance policy and shall pay the full cost of premiums. Each Member shall have the option to increase the amount of the life insurance policy on his/her/their life at the Member's own expense.

ARTICLE 34

Other Insurance

34.01 Professional Liability. The City shall continue to provide insurance or otherwise provide competent legal counsel to each Member named as a defendant in a civil action resulting from the Member's performance of police duties and responsibilities for the City and further indemnifying the Member to a combined single limit of \$500,000.00 in damages.

34.02 Auto Liability. Further, the City shall continue to provide insurance or provide competent legal counsel to each Member named as a defendant in a civil action resulting from the operation of a Division of Police vehicle while in performance of police duties and responsibilities for the City and shall indemnify the Member to no less than the minimum limits of motor vehicle liability as set forth in the Ohio Revised Code.

ARTICLE 35

Surety Bonds Required

35.01 The City shall continue to furnish a corporate surety bond for each Member in accordance with Codified Ordinance 163.01.

ARTICLE 36

Union Meetings

36.01 The City agrees that Union Members may hold official meetings in the offices of the Huron Division of Police with the consent of the Chief of Police. Such meeting shall not interfere with the operations of the Division of Police.

ARTICLE 37
Bulletin Board

37.01 The City shall continue to provide a bulletin board for use by the Union, which shall be permanently mounted on an area of common use by all Union Members. The ranking Union official may post Union notices as follows:

- A. Recreational and social events.
- B. Elections and election results.
- C. General membership and business meetings.
- D. Business of interest to Employees.

37.02 Other types of notices may be posted with the expressed permission of the Chief of Police. Unauthorized notices may be removed by the Chief of Police who shall immediately notify the ranking Labor Council official of this action.

37.03 All materials posted shall be in good taste and shall in no way discredit another individual or agency or be of an obscene nature.

37.04 No Union notices of any kind shall be posted elsewhere on Division of Police premises or equipment and any such notices shall be immediately removed by the ranking officer on duty.

ARTICLE 38
Personnel Files

38.01 The City shall maintain only those personnel files necessary to maintain the efficiency and effectiveness of the City and to document the employment history of an Employee. Personnel Files are public records. The records of public safety Employees are open to the public except for information which is exempt under O.R.C. Chapter 149.43 et seq. as follows:

- A. The address of the actual personal residence of a peace officer, except for the state or political subdivision in which the peace officer resides;
- B. Information compiled from referral to or participation in an employee assistance program;
- C. The social security number, the residential telephone number, any bank account, debit card, charge card, or credit card number, or the emergency telephone number of, or any medical information pertaining to, a peace officer;
- D. The name of any beneficiary of employment benefits, including, but not limited to, life insurance benefits, provided to a peace officer by the peace officer's employer;

- E. The identity and amount of any charitable or employment benefit deduction made by the peace officer's employer from the peace officer's compensation unless the amount of the deduction is required by state or federal law;
- F. The name, the residential address, the name of the employer, the address of the employer, the social security number, the residential telephone number, any bank account, debit card, charge card, or credit card number, or the emergency telephone number of the spouse, a former spouse, or any child of a peace officer ;
- G. A photograph of a peace officer who holds a position or has an assignment that may include undercover or plain clothes positions or assignments as determined by the peace officer's appointing authority.

The Employee may be given advance written notice of an oral or written request to view his/her/their personnel file

38.02 An Employee will be allowed to review his/her/their personnel file at any reasonable time upon request to the Chief of Police and in the presence of the Chief or Chief's designee. The Employee shall be permitted to copy any documents contained in his/her/their personnel file.

38.03 Information resulting from an anonymous complaint or based upon hearsay information without corroborative information in the opinion of the Chief of Police shall not be placed in an Employee's personnel file.

38.04 An Employee who, upon review of his/her/their personnel file, has reason to believe inaccuracies are contained in documents filed therein, may write a memorandum to the Chief of Police explaining the alleged inaccuracy. In the event the Chief concurs with the Employee, the Chief shall remove the document or permanently indicate on the document that an objection has been filed. The Employee's objection with the Chief's concurrence shall be attached to the document. In the event the Chief does not concur the Chief shall permanently indicate on the document that an objection has been filed and attach same to the document.

38.05 Except as otherwise set forth in Article 40, upon written request of the Employee, oral and written reprimands will be removed from the Employee's active personnel file after twenty-four (24) months, provided there are no same or similar disciplinary actions during such period of time. Records of oral or written reprimands thus removed from an Employee's active personnel file will be presented for destruction at the first meeting of the City's Records Commission occurring after removal from the active file.

38.06 Except as otherwise set forth in this Article upon written request of the Employee, records of a suspension shall be removed from the Employee's active personnel file after sixty (60) months, provided there are no same or similar disciplinary actions during such period of time. Records of suspensions shall be retained in the Employee's inactive personnel file. Records of suspensions thus retained in the Employee's inactive personnel file shall not be used for progressive discipline purposes, but shall be available for review and consideration by the City Manager when considering promotions.

ARTICLE 39**Discipline**

39.01 All disciplinary actions shall be for just cause, and in accordance with Codified Ordinance 161.10 and the Division rules and regulations and procedures referred to in this Agreement.

39.02 Prior to filing any written disciplinary documents in the Member's personnel file, the document shall be submitted to the Member and acknowledged on the document by the Member. In the event the Member refuses to acknowledge receipt of the document, the City shall note the refusal on the document prior to filing.

ARTICLE 40**Grievance Procedure**

40.01 The grievance procedure is a formal mechanism intended to assure that grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered, and a reasonable effort shall be made to resolve a particular situation.

40.02 The following matters, which shall constitute a "grievance," shall include an allegation by a Member that there is or has been:

- A. a breach, misinterpretation or improper application of this Agreement;
- B. abnormally dangerous or abnormally unhealthy working conditions;
- C. disciplinary action administered in accordance with Article 39 hereof.

It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters controlled by City Charter, or the Constitutions of the State of Ohio or the United States of America. No grievance may be initiated based on allegations regarding events which occur at a time other than the contract period of this Agreement.

40.03 All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step.

40.04 A grievance may be brought by any Member. Where a group of Members desire to file a grievance involving a situation affecting each Member in the same manner, one Member selected by such group shall process the grievance.

40.05 The Member may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements of any step to lapse without further appeal.

40.06 Any grievance not answered by the City within the stipulated time limits may be advanced by the Union member to the next step in the grievance procedure. All time limits on grievances may be waived upon mutual consent of the parties. For purposes of counting time under this procedure, "Calendar Days" shall be used in the procedure. All written grievances must contain

the following information to be considered:

- A. aggrieved Member's name and signature;
- B. aggrieved Member's classification;
- C. date grievance was first discussed;
- D. date grievance was filed in writing;
- E. name of supervisor with whom grievance was discussed;
- F. date and time grievance occurred;
- G. where grievance occurred;
- H. description of incident giving rise to the grievance;
- I. Articles and Sections of Agreement violated; and
- J. resolution requested.

40.07 A written response to a grievance shall contain the following information:

- A. a decision;
- B. facts upon which the decision is made;
- C. remedial action taken or recommended; and
- D. signature of the superior.

40.08 A grievance that affects all Members, or all Members of one rank or grade, may be initiated by the Union and submitted at Step (3). A Member shall have the right to present grievances and have them adjusted without the intervention of the Union or its representatives as long as the adjustment is not inconsistent with the terms of this Agreement and as long as the Union and its representatives are notified and have the opportunity to be present at every meeting beyond Step (2).

40.09 A grievance may be referred to the superior next highest in the chain of command should an immediate superior be predictably absent from duty for more than seven (7) consecutive calendar days.

40.10 A copy of a written grievance, and response, which resolves such grievance at Step (2) shall be forwarded to the Chief of Police and the Coordinator.

40.11 At Step (3) and forward, the City agrees to meet with the parties to the grievance. The Union Coordinator may be present.

40.12 Persons or body of persons, having authority to resolve grievances as provided within this Article shall limit their decision strictly to the interpretation, application or enforcement of the specific Articles and Sections of this Agreement and shall be without power or authority to make any decisions contrary to, inconsistent with, or modifying in any way the terms of this Agreement.

40.13 Procedural Steps

- A. Step 1. Informal Step. As a preliminary step, prior to pursuing the formal steps of the grievance procedure should a conflict arise between the City and a Member related to the

issues of this Agreement, the Member shall, within twenty-one (21) days of the time an alleged incident occurs, discuss the matter with his/her/their immediate superior. It shall be the intent of the City and the Union to resolve such conflicts prior to the issue escalating into the formal grievance procedure set forth below.

- B. Step 2. Immediate Supervisor. If the Member and the immediate supervisor are unable to resolve the alleged grievance in the Informal Step, the Member may process the grievance to Step 2 of this procedure. The grievant will present the alleged grievance, in writing, within seven (7) days following the Immediate Supervisor's oral response, using the form jointly developed by the parties (see Appendix "G"). It shall be the responsibility of the Immediate Supervisor to investigate and provide written answers to the grievant within seven (7) days following the day on which the immediate supervisor was presented the written grievance.
- C. Step 3. Chief of Police. If the Member and the Immediate Supervisor are unable to resolve the grievance at Step 2, the Member may process the grievance at Step 3 of the procedure. The grievant must present the written alleged grievance which may contain additional relevant information to the Chief of Police within seven (7) calendar days following the reply at Step 2. It shall be the responsibility of the Chief to investigate and provide written answers to the grievant within seven (7) calendar days following the day on which the Chief was presented the Grievance.
- D. Step 4. City Manager. The union Member may appeal the grievance to the City Manager within seven (7) calendar days after receiving the Step 3 reply. The City Manager shall attempt to adjust the matter and shall respond to the grievant with a written answer within fifteen (15) calendar days, following the meeting.
- E. Step 5. Binding Arbitration:
1. If the grievance is not resolved at Step 4, the Union or the City may, within fifteen (15) calendar days, appeal to arbitration by serving notice of intent on the other party.
 2. Within ten (10) calendar days of receipt of intent to file under arbitration, the City and the Union shall by joint letter, solicit nominations of five (5) arbitrators to hear the case from the Federal Mediation and Conciliation Service or others as may be mutually agreed.
 3. On receipt of the nominations, the Union and the City shall each eliminate two (2) names. Elimination shall be accomplished by each party alternately striking a name with the first strike determined by coin flip. A date for arbitration shall be set as soon as availability of the arbitrator is determined and both the Union and the City agree.
 4. The parties may be represented by representatives or legal counsel and necessary witnesses and/or documents may be subpoenaed at the arbitrator's hearing. The arbitrator shall reduce his/her/their decision to writing and state his/her/their reasons for reaching the decision.

5. The cost of the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and rent, if any, for the hearing rooms, shall be borne equally by the parties. The expenses on any non-Member witness shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcript. Any bargaining unit Member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during his/her/their normally scheduled working hours on the day of the hearing.
6. It is expressly understood that the ruling and decision of the arbitrator, within his/her/their function described herein, shall be final and binding upon the parties provided that such decision conforms to State and Federal law.

ARTICLE 41 **Promotional Testing**

41.01 All promotions to the rank of Sergeant shall be made utilizing a promotional candidate list established by the City of Huron in accordance with the City Charter and pertaining Ordinances. The City shall establish and govern the testing procedure using a competitive promotional examination process, which includes a written test and an assessment process to establish a candidate list.

41.02 The eligibility requirements established in the job description for Sergeant shall be followed when determining qualification for participation in the promotion testing process.

41.03 The posting and study periods for promotional examinations shall be established by the City of Huron.

41.04 The probationary period for newly appointed officers shall be twelve (12) months from the time of appointment.

ARTICLE 42 **Copies of Agreement**

42.01 The City agrees that it shall furnish at no charge a copy of this Agreement to each Member of the bargaining unit.

ARTICLE 43
Alcohol/Drug Abuse Policy

43.01 Purpose. The City of Huron and the F.O.P. realize the obligation to maintain a safe and healthy workplace for the employees of the City free from the use of alcohol and drugs of abuse. This policy is in response to the increasing evidence that the over/misuse of alcohol and drugs of abuse creates a clear and present danger to the Employee, to fellow Employees and to the public. It addresses the on-duty use and misuse of alcohol and/or drugs of abuse.

43.02 Policy Statement.

- A. No Employee shall possess or use any controlled substances, narcotics, or hallucinogens except when prescribed in the treatment of Employee by a physician or dentist. When a controlled substance, narcotics, or hallucinogens are prescribed, Employees shall notify their immediate supervisor and show written confirmation from the attending physician.
- B. No Employee shall store or bring into any City facility or vehicle, any alcoholic beverages, controlled substances, narcotics, or hallucinogens, except those which are held as evidence.
- C. No Employee shall consume intoxicating beverages while in uniform or on duty except in performance of duty, and while acting under specific orders from the Chief of Police.
- D. No Employee shall appear for duty, or be on duty, if any of the following apply.
 - 1. the Employee is under the influence of alcohol, a drug of abuse, or alcohol and any drug(s) of abuse;
 - 2. the Employee has a concentration of two-hundredths of one percent (0.02%) or more by weight of alcohol in the blood;
 - 3. the Employee has a concentration of two-hundredths (0.02) of one gram or more by weight of alcohol per 210 liters of his/her/their breath.
- E. Employees, while being compensated for being on-call, shall refrain from consuming alcoholic beverages and/or any drugs of abuse or mood-altering substances.

43.03 Procedures. Suspected violations of this drug and alcohol policy will subject an Employee to the following:

- A. Any Employee who has reasonable suspicion of an Employee's substance abuse will immediately relieve the involved Employee from his/her/their duties and will immediately notify the Chief or Chief's designee of the reason he/she/they suspects substance abuse. The Chief or Chief's designee will determine whether sufficient suspicion exists to warrant testing.

- B. If the Chief or Chief's designee determines there is sufficient reasonable suspicion to believe there is a violation, the involved Employee will be transported to Firelands Regional Medical Center (FRMC) by the Employee's supervisor for testing. If the parties have not previously agreed otherwise in writing, the Medical Provider shall be Firelands Regional Medical Center (FRMC).
- C. The involved Employee will be required to submit to a test of their blood, breath or urine as selected by the Chief or Chief's designee.
- D. The involved Employee will be suspended with pay until such time as analysis is completed. If the analysis is returned with no drugs being found, the Employee shall be reinstated and all records of the suspension and testing shall be purged from the Employee's personnel record.
- E. Any testing will be conducted and no expense to the Employee.

43.04 Screening Process.

- A. The sample collection, testing methodology, and screening standards for drugs of abuse will be a routine 8 - panel screen, which is performed with chain of custody procedures. An automatic confirmation process is to be included with this screen; i.e., the specimen has been through two rounds of testing. The first screening is via the immuno-assay method and then any positive screen is confirmed via gas chromatography/mass spectroscopy (GC/MS).
- B. The sample collection, testing methodology, and screening standards for alcohol will be done in accordance with established standards acceptable to the Ohio Department of Health as if the sample was collected and processed for a driving under the influence violation. Chain of custody procedures will be maintained.

43.05 Disciplinary Action.

- A. Failure to comply with the policy as it applies to the misuse of alcohol will result in disciplinary actions as follows:
 - 1. First offense: the Employee will be suspended for three (3) working days without pay.
 - 2. Second Offense: The Employee will be suspended for ten (10) working days without pay. An Employee assistance program (EAP) will be mandatory for the involved Employee to be paid for as provided for in existing health care benefits. Accrued sick time may be used for EAP. No sick time may be used toward the suspension.
 - 3. Third Offense: The Employee will be terminated immediately.
- B. Failure to comply with the policy as it applies to the misuse of drugs of abuse will result in disciplinary actions as follow:

1. First Offense: The Employee will be suspended for ten (10) working days without pay. An employee assistance program will be mandatory for the involved Employee to be paid for as provided for in existing health care benefits. Accrued sick time may be used for EAP. No sick time may be used toward the suspension.
 2. Second Offense: The Employee will be terminated immediately.
- C. Voluntary entry into an employee assistance program is not grounds for disciplinary action outside a violation of this policy.
- D. The failure by an Employee to attend a mandatory employee assistance program will result in termination.
- E. An Employee who has successfully completed the employee assistance program as part of action resulting from an alcohol related offense may have his/her/their records expunged of the incident providing there is no related offense within a five (5) year period. There is no provision for an expungement of a drug related offense.
- F. An Employee who refuses to submit to the requested test or tests shall be considered to have tested positive and the refusal to test will be considered insubordination and result in disciplinary action up to and including termination.

ARTICLE 44 **Extra Duty Events**

44.01 All extra duty events, outside an Employee's regularly scheduled shift, shall be compensated at the overtime rate.

ARTICLE 45 **Field Training Officer**

45.01 Bargaining unit Members acting in the capacity of a field training officer shall receive one (1) additional day off in the number of hours the Department is currently following (8, 10 or 12) with compensation at the completion of the required training for each recruit trained. A qualified bargaining unit Member under this Article shall be permitted to utilize the hours and such approval shall not be unreasonably withheld, provided the bargaining unit Member:

- A. makes such a request in accordance with Article 21,
- B. approval of the request will not result in overtime usage, and
- C. any benefit conveyed under this Article will not be permitted to carryover from year to year and shall not be converted to a monetary payment in lieu of time off.

Eligibility of a bargaining unit Member to serve as a Field Training officer requires written appointment by the Chief of Police following the successful completion of the necessary training and education.

ARTICLE 46**Duration**

46.01 Except as otherwise specified here, this Agreement shall become effective January 1, 2025 and shall terminate on December 31, 2027.

4.602 If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred eighty (180) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Notice to modify or terminate this Agreement shall comply with OAC 4117-1-02.

46.03 Notwithstanding the above, the parties agree that to allow for health insurance open enrollment in November 2025, all aspects of Article 32 (Health Insurance), Article 14 (Compensation), only as Article 14 addresses wage rates and Appendix B (Hourly Rates of Pay) will be re-opened for negotiation with the understanding and agreement that the parties will agree to submit any and all issues in dispute on health care and wages to conciliation with conciliation hearing scheduled to be held on or before October 14, 2025. This mutual agreement to proceed directly to conciliation supersedes the procedures set forth in 4117-9-04, 4117-9-05 and 4117-9-06 of the Ohio Administrative Code (OAC), and in divisions (C)(2) to (C)(6), (D) and (G) of §4117.14 of the Ohio Revised Code as permitted by the OAC §4117-9-03 (A).

APPENDIX A
(Authorization for Dues Deduction Form)

APPENDIX B

PATROL OFFICERS				
Hourly Rates of Pay				
	2024	2025 Adjustment + \$1.75	2026 Re-opener	2027 Reopener
A	33.34	35.32	TBD	TBD
B	29.84	31.96	TBD	TBD
C	25.27	28.59	TBD	TBD
D	23.19	25.25	TBD	TBD
E	22.49	deleted		

APPENDIX C

(Huron Police Department / General Request)

APPENDIX D
(Sick Leave Conversion Form)

APPENDIX E

(Sick Leave Conversion to Payment Request)

APPENDIX F

(Conditional Opt-Out Form for Health Insurance)

APPENDIX G
(Grievance Report Form)

APPENDIX H

(Shift Bid Form)



TO: Mayor Tapp and City Council
FROM: Terri Welkener , Clerk of Council
RE: Resolution No. 100-2024 (*submitted by Matt Lasko*)
DATE: December 18, 2024

Subject Matter/Background

Resolution 100-2024 authorizes a successor Collective Bargaining Agreement between the City and the Fraternal Order of Police/OLC/Sergeants for the period January 1, 2025 through December 31, 2027. The current collective bargaining agreement will expire on December 31, 2024.

The administration and union met over a series of negotiating sessions to discuss managerial, administrative, and financial modifications to the current contract. A summary of the main modifications is as follows:

- 3-year contract (2025-2027), however with automatic contract reopeners in 2026 and 2027 for healthcare and wages
- Making the 12-hour shift MOU part of the contract, however the Chief has the unilateral right to change to 10 or 8 hours shifts
- Wage increases that included a modest equity increase to align with IAFF wages and then a \$1.75 increase to the base wage
- Alterations to the longevity calculation to add a step and move to percentage of salary versus static amounts
- Increased uniform allowance by \$100
- Making the canine officer MOU part of the contract
- Increased employee contribution towards the healthcare premium to 6%
- Changed from a Health Reimbursement Account to a Health Savings Account

Financial Review

The 2025 Municipal Budget includes expenses based on the terms of the Collective Bargaining Agreement with the Fraternal Order of Police/OLC/Sergeants.

Legal Review

The matter has been reviewed, follows normal administrative procedure and is properly before you.

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 100-2024 is in order.

[Resolution No. 100-2024 FOP Sergeants CBA \(3-year\) \(1\).doc](#)
[Resolution No. 100-2024 Exh A FOP Sergeants CBA 2025-2027.docx](#)

RESOLUTION NO. 100-2024

Introduced by Joe Dike

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT ON BEHALF OF THE CITY OF HURON, OHIO, WITH THE FRATERNAL ORDER OF POLICE/OLC/SERGEANTS FOR THE CONTRACT PERIOD JANUARY 1, 2025 THROUGH DECEMBER 31, 2027

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1: The City Manager is authorized and directed to execute an agreement for and on behalf of the City of Huron, Ohio with the Fraternal Order of Police, OLC/Sergeants for the contract period January 1, 2025 through December 31, 2027, said agreement to be substantially in the form of "Exhibit A" which shall be attached hereto and made a part hereof upon execution by all Parties.

SECTION 2: That this Council hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

SECTION 3: That this Resolution shall go into effect and be in full force and effect from and after the earliest date allowed by law.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

Fraternal Order of Police



Ohio Labor Council, Inc.

**Collective Bargaining Agreement
City of Huron
and
Sergeants
January 1, 2025 to December 31, 2027**



Contents

PREAMBLE/PURPOSE.....	5
ARTICLE 1.....	5
Recognition – Sergeants	5
ARTICLE 2.....	6
Management Rights	6
ARTICLE 3.....	6
Prevailing Rights.....	6
ARTICLE 4.....	6
Grammar	6
ARTICLE 5.....	7
Severability	7
ARTICLE 6.....	7
Non-Discrimination	7
ARTICLE 7.....	7
No Strike/No Lock Out.....	7
ARTICLE 8.....	7
Labor Council Activity	7
ARTICLE 9.....	8
Dues	8
ARTICLE 10.....	9
Labor/Management Meeting.....	9
ARTICLE 11.....	9
Seniority	9
ARTICLE 12.....	10
Job Description, Rules & Regulations, Procedures	10
ARTICLE 13.....	10
Hours of Work and Shift Assignment.....	10
ARTICLE 14.....	12
Compensation and Longevity	12
ARTICLE 15.....	14
Education/Training Incentive Program.....	14
ARTICLE 16.....	15
Uniforms and Maintenance.....	15

ARTICLE 17.....	16
Travel Expenses, Mileage Allowance.....	16
ARTICLE 18.....	16
Vacations.....	16
ARTICLE 19.....	17
Holidays	17
ARTICLE 20.....	19
Scheduling Time Off.....	19
ARTICLE 21.....	20
Sick Leave.....	20
ARTICLE 22.....	21
Safety and Health.....	21
ARTICLE 23.....	22
Job Related Injury Leave	22
ARTICLE 24.....	22
Restricted Duty Assignment	22
ARTICLE 25.....	23
Leave for Family Death	23
ARTICLE 26.....	23
Emergency Leave.....	23
ARTICLE 27.....	23
Jury Duty.....	23
ARTICLE 28.....	24
Military Training Leave.....	24
ARTICLE 29.....	24
ARTICLE 30.....	25
Weather Emergencies	25
ARTICLE 31.....	25
Special Assignment.....	25
ARTICLE 32.....	25
Health Insurance	25
ARTICLE 33.....	28
Life Insurance	28
ARTICLE 34.....	28

Other Insurance	28
ARTICLE 35	29
Surety Bonds Required	29
ARTICLE 36	29
Union Meetings	29
ARTICLE 37	29
Bulletin Board	29
ARTICLE 38	29
Personnel Files	29
ARTICLE 39	31
Discipline	31
ARTICLE 40	31
Grievance Procedure	31
ARTICLE 41	34
Promotional Testing	34
ARTICLE 42	34
Copies of Agreement	34
ARTICLE 43	35
Alcohol/Drug Abuse Policy	35
ARTICLE 44	37
Extra Duty Events	37
ARTICLE 45	37
ARTICLE 46	37
Duration	37
APPENDIX A	39
(Authorization for (Fair Share Fee/Dues) Deduction)	39
APPENDIX B	40
APPENDIX C	41
(Huron Police Department / General Request)	41
APPENDIX D	42
(Sick Leave Conversion Form)	42
APPENDIX E (Sick Leave Conversion to Payment Request)	43
APPENDIX F	44
(Conditional Opt-Out Form for Health Insurance)	44

APPENDIX G	46
(Grievance Report Form)	46
APPENDIX H	48

PREAMBLE/PURPOSE

THIS AGREEMENT made and entered into by and between the City of Huron, Ohio, hereinafter referred to as the “City” or “Employer” and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the “Union,”

WITNESSETH:

WHEREAS, the City and the Union have negotiated the Agreement hereinafter set forth to achieve the following objectives:

- A. To achieve and maintain a satisfactory and stabilized employer-employee relationship and to promote efficient and effective law-enforcement.
- B. To provide for the peaceful and equitable adjustment of differences which may arise.
- C. To attract and retain qualified employees by providing those benefits compatible with the financial resources of the Employer.
- D. To insure the right of every employee to fair and impartial treatment.
- E. To assure the effectiveness of service by providing an opportunity for employees to meet with the Employer, either individually or through their representatives to exchange views and opinions on policies and procedures affecting the conditions of their employment.
- F. To provide for orderly and harmonious employee relations in the interest, not only of the parties, but of the citizens of Huron, Ohio; and

WHEREAS, to assure that the above objectives will become a reality, the parties hereto shall cooperate in every way possible to assure that both the officials of the City and the employees within Bargaining Unit comply with the provisions of this Agreement.

NOW, THEREFORE, it is agreed to as follows:

ARTICLE 1
Recognition – Sergeants

1.01 The City hereby recognizes the Fraternal Order of Police, Ohio Labor Council, Inc. as the sole and exclusive bargaining agent for the purpose of collective bargaining on any and all matters related to wages, hours, and working conditions of all Sergeants in the bargaining unit.

1.02 The bargaining unit shall include all full-time Sergeants who are or may in the future be employed in the position of Sergeant, which may be referred to herein as “Member” or “Employee” as certified in State Employment Relations Board case number 84-VR-05-1070, 84-RC-06-1313.

1.03 All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

ARTICLE 2

Management Rights

2.01 The Union shall recognize the right and authority of the City to administer the business of the City and in addition to other functions and responsibilities which are required by the law, the Union shall recognize that the City has and will retain the full right and responsibility to direct the operations of the City, to promulgate rules and regulations except as may specifically be limited within this Collective Bargaining Agreement (“Agreement”), and more particularly, including but not limited to, the following:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire Employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain Employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the employer as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 3

Prevailing Rights

3.01 The City agrees not to reduce or rescind any clearly established benefits in effect and regularly provided to Employees at the time of the signing of this Agreement, but which are not specifically referred to in this Agreement, and they shall remain in full force during the terms of this Agreement; provided, however, that nothing provided for herein shall interfere with or prevent the City from exercising those management rights as set forth in Article 2 of this Agreement.

ARTICLE 4

Grammar

4.01 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular. Words, whether in the masculine, feminine or non-binary genders, shall be construed to include all of those genders. By the use of either the masculine or feminine genders it is understood that the use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 5
Severability

5.01 This Agreement is meant to conform to and should be interpreted in conformance with the Constitution of the United States, the Constitution of the State of Ohio, and all applicable Federal and State laws. Should any provisions of this Agreement become invalid by operation of law or be declared invalid by any tribunal of competent jurisdiction, all other provisions of the Agreement shall remain in full force and effect.

5.02 In the event of invalidation of any portion of this Agreement, upon written request of either party, the parties to this Agreement shall meet at mutually convenient times in an attempt to modify that invalidated provision by good faith negotiations and amendments, and modifications of this Agreement resulting from such negotiations may be made by mutual written agreement of the parties to this contract.

ARTICLE 6
Non-Discrimination

6.01 Neither party will discriminate for or against any Member of the bargaining unit on the basis of age, sex, gender identity, marital status, race, color, creed, national origin, handicap, political affiliation, or for the purpose of evading the spirit of this Agreement. The parties agree not to interfere with the desire of any Employee to become or remain or withdraw as a Member of the Union.

ARTICLE 7
No Strike/No Lock Out

7.01 The Union, its members and employees shall not call, sanction, encourage, finance and/or assist in any strike, walk-out, work stoppage or slow-down at any operation or operations of the City for the duration of this Agreement.

7.02 The Union, its members and employees shall cooperate with the City in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate violations of Section 7.01 committed by its members or employees. In the event a violation occurs, the Union shall promptly notify all members and employees that such action is prohibited and advise all Members to return to work at once.

7.03 The City shall not lock-out any Union Member for the duration of this Agreement.

ARTICLE 8
Labor Council Activity

8.01 The Members of the Union within a bargaining unit shall elect one of their members to be the Associate and one of their members as Alternate Associate. The Associate shall be the ranking labor official within the bargaining unit. The Associate or alternate Associate as they may

determine shall be permitted to attend mutually agreed upon meetings with City representatives; however, the Union shall not be permitted to have more than one on-duty representative present.

8.02 Union representatives shall be granted time to perform their Union functions including the attendance at regular and special meetings with City representatives and activities related to grievance procedures without loss of pay or benefits, but in no event shall the City be responsible for payment of wages or benefits to a representative or Member for time spent on Union activity outside scheduled duty hours. Time granted for Union activity shall be subject to temporary revocation in the event of an emergency as determined by an authorized City representative.

8.03 The City shall make reasonable provisions authorizing vacation leave for representatives to attend Union or Fraternal Order of Police functions.

8.04 The City shall permit not more than one (I) non-employee Labor Council representative and one (1) attorney, if requested, to attend grievance, discipline or collective bargaining meetings or hearings.

ARTICLE 9

Dues

9.01 The City agrees to deduct regular Union membership dues, as uniformly required, from the wages of any Employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the Employee. The signed payroll deduction authorization on the form provided by the Union, a copy of which is attached as Appendix A, shall be provided by the ranking Union official to the Director of Finance. Upon receipt of the authorization, the City will deduct Union dues on the earliest date available within the payroll system and then once each month unless and until the authorization is revoked or the City is otherwise relieved by terms of the Agreement. Nothing in this section shall be construed to require any Employee to become a Member of the Union. During the first pay period in January of each year, the Employer shall provide the FOP/OLC with a roster of all bargaining unit Members. Should the Employer receive written notice from a bargaining unit Member wishing to cease dues deduction and withdraw from the FOP/OLC membership, the Employer shall notify the FOP/OLC in writing within 7 days of the request.

9.02 The City shall be relieved from continuing a dues deduction upon the employee's

- A. Termination;
- B. Transfer to a job outside a bargaining unit for which the Union is the recognized exclusive bargaining representative
- C. Layoff
- D. Agreed upon unpaid leave of absence
- E. Failure to receive sufficient wages to equal the regular deduction; or
- F. Voluntary termination by the Member of the written authorization of the dues deduction.

9.03 All dues collected by the City shall be paid over once each month via ACH payment or by regular US mail to the F.O.P. Ohio Labor Council, Inc. at 222 East Town Street, Columbus, Ohio 43215.

9.04 The Union agrees to save the City harmless in the event of any legal controversy with regard to this Article.

ARTICLE 10

Labor/Management Meeting

10.01 In the interest of sound labor/management relations, unless mutually agreed otherwise, as needed at a mutually agreeable day and time, the Chief and/or Chief's designee and the City Manager and/or City Manager's designee shall meet with not more than three (3) representatives of the Union to discuss pending problems and to promote a more harmonious labor/management relationship.

10.02 An agenda will be furnished by both parties at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting and the names of those Union Representatives who will be attending. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the Union of changes made by the Employer which affect bargaining unit members of the Union;
- C. Discuss grievances which have not processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by both parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency;
- F. To consider and discuss health and safety matters relating to Employees.

10.03 It is further agreed that if special labor/management meetings have been requested and mutually agreed upon, they shall be convened as soon as feasible.

ARTICLE 11

Seniority

11.01 Seniority as a Member of the Division shall be determined by continuous service in the Division of Police calculated from the Employee's date of appointment as a regular full-time officer. If two (2) or more Employees have the same date of appointment, the Employee ranking highest on the entrance eligibility list shall be the senior. Continuous service shall only be broken by resignation, discharge or retirement.

11.02 Seniority in the ranks of Sergeant and above shall be determined by date of appointment to the specific rank. If two (2) or more Employees have the same date of appointment, the Employee ranking highest on the promotional examination shall be the senior. Seniority in rank shall only be broken by reduction in rank for disciplinary reasons, resignation, discharge or retirement. An

Employee reduced in rank shall assume a position within the lower rank as determined by the entrance appointment date or promotional appointment date. An Employee reduced in rank as the result of layoff shall be considered senior in the lower rank.

ARTICLE 12

Job Description, Rules & Regulations, Procedures

12.01 The Chief of the Division has prepared a department manual, a copy of which has been furnished to present members and will be furnished to each new Employee. This manual contains job descriptions and division rules and regulations. Any modifications, additions, changes or deletions to the material contained in the manual shall be furnished to each Employee in writing for placement in his/her/their manual. Each Employee shall sign a receipt of having received such written material.

12.02 All other procedures, memorandums, directives, general orders and special orders shall be published in a daily bulletin to be located in the dispatcher's area. Each Employee, when reporting for duty, shall initial the bulletin to indicate that he/she/they has read each new publication in the bulletin since his/her/their last tour of duty.

12.03 The Chief of Police may request input from Labor Council representatives prior to the effective date of any new, amended or rescinded directives as described above.

12.04 Appropriate training, as determined solely by the City, shall be provided to Employee assigned new, different or additional duties unless that Employee has previously received such training.

12.05 Each eight (8), ten (10) or twelve (12) hour work shift shall be manned by two (2) police officers exclusive of administrative personnel. Administrative personnel shall be permitted to fill the role of a police officer in accordance with Article 14.02(b). Whenever personnel are dispatched as road units, one of the units must be a full-time officer, unless, a full time officer is not available or in the case of an emergency.

ARTICLE 13

Hours of Work and Shift Assignment

13.01 For the purposes of this Agreement, a regularly scheduled biweekly pay period shall be eighty (80) hours.

13.02 Bargaining unit Members will be permitted to bid on shift assignments each calendar year by seniority, as indicated below.

Cycle Number	Dates Covered by the 4 Month Cycle	Dates When the 4 Month Cycle Will be Bid
First (1 st)	On or about January 1 Through April 30 th	Between November 1 and November 15
Second (2 nd)	On or about May 1 st through August 31 st	Between March 1 and March 15
Third (3 rd)	On or about September 1 through December 31	Between July 1 and July 15

13.03 In the event a shift becomes vacant due to resignation, termination, retirement or promotion, the Sergeant filling that vacancy shall remain in that shift until the next bidding opportunity.

13.04 Nothing contained in this Article 13, or anywhere else in this Agreement, shall prevent the Chief of Police from fulfilling his/her/their duties under Huron Codified Ordinance 145.02 in controlling the assignment of all police officers in the Division. In the event the Chief shall make a good faith determination that, for the effective and efficient operation of the Division, a Sergeant should not be assigned to the shift as bid, the Chief shall be free to assign such officer as he/she/they sees fit. In such event, the Chief shall respond in writing to the bidding Sergeant setting forth the reasons for not following the stated bid preference.

13.05 Twelve (12) hour scheduling shifts may be utilized as determined by the Chief of Police. If twelve (12) hour shift scheduling is utilized, the basic work schedule shall consist of eighty (80) hours in a fourteen (14) day period for officers assigned to work twelve (12) hour shifts. The Chief can unilaterally, and without any further discussion or bargaining with the Union or its members, discontinue such twelve (12) hours shift scheduling and revert to eight (8) or ten (10) hour shift scheduling with a thirty (30) day advance notice to the Union.

Employees scheduled to work an eight (8) hour shift shall be compensated at one and one half (1½) their regular rate of pay for all hours worked in excess of eight (8) hours each day and/or forty (40) hours in a one week period.

Employees scheduled to work a ten (10) hour shift shall be compensated at one and one half (1½) their regular rate of pay for all hours worked in excess of ten (10) hours each day and/or eighty (80) hours in a two week pay period.

Employees scheduled to work a twelve (12) hour shift shall be compensated at one and one half (1½) their regular rate of pay for all hours worked in excess of twelve (12) hours each day and/or eighty (80) hours in a two week pay period.

Officers in specialized units shall work eight (8), ten (10) or twelve (12) hour shifts.

Employees shall not receive overtime pay for regularly scheduled shift rotations.

ARTICLE 14
Compensation and Longevity

14.01 Wages.

- A. Definitions. For purposes of determining the amount paid to Employees as set forth herein, the following terms shall apply:
 - 1. "Base Rate" shall be defined as the gross pay less all incremental adjustments resulting from training, education and longevity.
 - 2. An Employee's "Regular Rate" shall be defined as the Base Rate plus any increased amounts in accordance with Section 14.01B-D and Article 15.
- B. All Sergeants employed as of January 1, 2025 , shall be paid in accordance with the following:
 - 1. Effective January 1, 2025 , the Base Rate shall be increased by one dollar seventy-five cents (\$1.75) for Steps B and C; Step A shall receive a one-time equity adjustment all of which are reflected in Appendix B herein.
 - 2. The parties agree to re-open the contract to negotiate wage rates for 2026 and/or 2027 as specified in the Duration Article herein.
- C. Each Sergeant shall progress from step to step of the wage scale upon his/her/their anniversary dates of employment in accordance with the example shown in Appendix B, which is attached hereto and made a part hereof through the duration of this Agreement.

14.02 Overtime. All hours worked in any one day in excess of the regularly scheduled shift as determined by the Chief or eighty (80) hours in a two (2) week shall be paid at one and one-half (1½) times the Employee's Regular Rate as defined by the Fair Labor Standards Act. Employees, during the terms of this Agreement, may accumulate and maintain a compensatory time bank up to forty (40) hours of compensatory time off. Any earned but unused compensatory time as of December 31 of each year shall be paid to Employees in the first pay of the following year, but at the rate at which it was earned.

- A. Whenever it is necessary to fill a position which is vacant by reason of an emergency such as sickness, emergency leave, or other unscheduled absences, excluding compensatory time, holidays and vacations, notice of which occurs less than eight (8) hours prior to the need, the Police Chief or Chief's designee shall have the option to first utilize part time to staff the position. It shall be within the discretion of the Police Chief to utilize overtime to staff the position.
- B. Whenever it is determined that overtime is to be utilized, the City will select the Employee to be called from a rotating list to be prepared, maintained and posted by the union. Provided the City follows the order of the lists prepared by the union (that is, both the "Overtime List" and the "Order-In List") in calling overtime personnel, no grievance may be filed by any Member concerning overtime.
- C. The City may call more than one (1) Employee from the overtime list so that no Employee would work more than sixteen (16) consecutive hours.

14.03 Court Time. A Member directed to appear in any court or hearing in response to a subpoena or other writ commanding appearance in a criminal, quasi-criminal or civil case arising out of a duty-related incident, shall be compensated in accordance with the following:

- A. When scheduled at a time not in conjunction with the Member's regular duty time, the overtime rate for a minimum of three (3) hours or the amount of time actually worked, whichever is greater
- B. When incurred by a Member on sick leave, members regardless of their scheduled work shift prior to the sick leave use:
 - 1. If within the first ten (10) workdays on sick leave, at the overtime rate for at a three (3) hour minimum or for hours actually worked, whichever is greater.
 - 2. After ten (10) workdays on sick leave, all actual hours worked at Member's Regular Rate.

All fees shall be returned to the City in accordance with established procedure.

14.04 Call Back. A Member directed to report for duty by the Department Head, Division Head or their designee at a time not in conjunction with the Member's scheduled duty time shall be compensated at the overtime rate for minimum of three (3) hours or the amount of time actually worked, whichever is greater. Whenever a Sergeant is ordered to work overtime (that is, called in from the "Order-In List"), such Sergeant shall be compensated at a rate two (2) times the normal Base Rate for a minimum of three (3) or the amount of time actually worked, whichever is greater.

14.05 Pension Pickup. Notwithstanding the foregoing provisions on Member's compensation, and unless otherwise specified in this Agreement, the parties agree that:

- A. The City shall reduce each Member's gross compensation which is subject to and qualifies as compensation subject to contributions to the Ohio Police and Firemen's Disability and Pension Fund and shall contribute to the Ohio Police and Firemen's Disability and Pension Fund in addition to the City's required employer contribution, the applicable reduction in lieu of payment as proscribed by the Ohio Police and Fire Pension Fund by City of such amount to such Member.
- B. This treatment of compensation shall be mandatory as to each Member.
- C. The City shall, in reporting and making remittances to the Ohio Police and Firemen's Disability and Pension Fund, report that each Member's contribution has been made as provided by statute.
- D. The parties further agree that a Member's contract salary for purposes of (1) determining the contribution base for contributions to the fund, and (2) determining any benefits which are determined by reference to the Member's rate of pay, shall consist of:
 - 1. the Member's cash salary as actually payable to the Member in accordance with paragraph 14.06 A, plus

2. the amount of contribution to the fund paid by the City in lieu of payment by the Member pursuant to paragraph 14.06 A.

- E. The parties further agree that the pick-up described in paragraph 14.06 A shall remain in effect only so long as Revenue Ruling No. 81-36 remains substantially unchanged, that such pick-up is intended to be without cost to the City, and that the City has made no representations as to the effects of such pickup on any Member's benefits or level of taxable income.

For the purposes of this Agreement, the City agrees to a pension pick-up in the percentage amount as set forth in Appendix B of the Member's statutory portion.

14.06 Longevity A Member shall receive a wage increase calculated on base rate as a longevity payment in accordance with the completion of the required years of service as hereinafter set forth below.

Years of Service as of Anniversary Date	Amount Added to Annual Salary
Completion of 3 Years	1%
Completion of 5 Years	2%
Completion of 10 Years	3%
Completion of 15 Years	4%
Completion of 20 Years	5%
Completion of 25 Years	6%

ARTICLE 15

Education/Training Incentive Program

15.01 In order to address the increasing needs for more diversified services that are being placed upon the Sergeant of today by the community, it is believed that the program in this Article will enhance both the quality and type of services provided by the Police Division.

This program incorporates an incentive pay plan. By establishing this program, the Division will assist the Sergeants in foreseeing future career compensation as the results of personal initiative.

15.02 Education Incentive Program. All full-time employees in the Division of Police shall be entitled to an additional incentive for one Associate's or Bachelor's Degree as follows:

1. A one percent (1%) increase to their base rate for completion of forty-eight (48) credit hours toward an Associate's or Bachelor's degree in Police Science/Criminal Justice or other law enforcement related field.
2. An additional one percent (1%) increase to their base rate for an Associate's degree in Police Science/Criminal Justice or other law enforcement related field or for ninety-six (96) hours or one-half the necessary credits toward a Bachelor's degree, whichever is

greater.

3. An additional one percent (1%) increase to their base rate for a Bachelor's degree in Police Science/Criminal Justice or other law enforcement related field.

The employee shall have the option to have the increases rolled into their base rate as a permanent increase or be paid annually on the first full pay in January. Each level must receive per-approval. For a course to be considered approved, it must be submitted to and approved by the Police Chief before the course begins.

15.03 Education Alternative. Members may elect to participate in the City's Education Assistance Program as set forth in the Administrative Order dated March 10, 2000. To elect to participate in the Education Assistance Program, a Member must notify the City in writing of such election by October 31st of each year for the coming year. A Sergeant may participate in both the "Education Incentive Program" described in Section 15.01, and this "Education Alternative" described in this Section 15.03.

15.04 Training. Employees who complete forty (40) hours of continuing education in a calendar year, shall be eligible to receive an educational bonus equal to one percent (1%) on the Employee's base rate. Employees who qualify shall be paid annually on the first full pay in January. Forty (40) hours of continuing education shall be submitted at the end of the year to the Police Chief or designee. Employees retiring during the life of this Agreement and who otherwise qualify for this training bonus shall receive their training bonus for the year in which they retire prior to the end of their last year of service rather than in their next year's pay.

ARTICLE 16

Uniforms and Maintenance

16.01 The City shall continue to provide all uniforms and equipment to persons who are appointed as full-time salaried Members to the position Sergeant.

16.02 Persons who fail to successfully complete their probationary period shall return all uniforms and equipment to the City. The City as in the past shall continue to furnish and pay the full cost of dry-cleaning service for uniform items.

16.03 Effective January 1 of each calendar or six (6) months after successful completion of FTO, whichever comes first, a member shall be authorized to requisition each calendar year during the term of this contract in uniforms and required equipment subject to procedures as promulgated by the City as follows: one thousand one hundred dollars (\$1,100.00). Sergeants shall supply their SRT gear from these allowances.

16.04 In addition, City shall replace the bullet resistant vest of each Member as each vest becomes five (5) years of age. The vest shall be of the Sergeant's choosing up to a maximum cost of Six

Hundred Dollars (\$600.00). Vests that are issued to the SRT Officers shall also be replaced when they become over five (5) years old. On termination of employment for whatever reason, the City may request and shall receive from the Member such uniforms and equipment equal to what was originally issued to the Member.

16.05 When it is clearly shown that the personal property of a Member was damaged while discharging his/her/their duties as an Employee of the City and through no fault of his/her/their own, then the City Manager may, by written order, authorize the replacement or repair of the personal property to its original state at the initial expense of the City. The term personal property may include such items as eyeglasses, dentures, watches, flashlights, etc. (Administrative Order #123 dated November 13, 1985.

16.06 In the event the City unilaterally determines a new or different type uniform item shall be adopted and worn by Members, the City shall furnish the original issue in appropriate quantities and said cost shall not be charged against the annual allowance. In the event the Union requests a new or different type uniform and the City agrees to adopt the requested change, the Members shall purchase those items in appropriate quantities.

16.07 Officers that complete their probationary period shall be issued a Class 'A' uniform at the expense of the City.

ARTICLE 17

Travel Expenses, Mileage Allowance

17.01 Members shall utilize City owned vehicles for City-related, official travel whenever possible. Only upon prior authorization from the Chief of Police will mileage reimbursement for the use of personal vehicles be afforded. In the event that prior authorization is given, the City shall pay a mileage allowance for use of personal vehicles at the rate allowed by the IRS as that amount may change from time to time.

ARTICLE 18

Vacations

18.01 The City shall provide vacation with full base pay in accordance with the schedule listed below. Notwithstanding the accumulation rates below, newly hired Employees, or Employees who have laterally transferred shall be entitled to use vacation once they have accumulated forty (40) hours.

<u>Years of Service</u>	<u>Annual Accumulation</u>
After 1 Year	2 Weeks
After 7 Years	3 Weeks
After 13 Years	4 Weeks
After 20 Years	5 Weeks
After 26 Years	6 Weeks

18.02 The rules governing the scheduling of vacation time shall be as set forth in Article 20.

<u>Annual Vacation Entitled To</u>	<u>Credit Per Pay Period</u>
80 hours	3.1 hours
120 hours	4.6 hours
160 hours	6.2 hours
200 hours	7.7 hours
240 hours	9.2 hours

ARTICLE 19

Holidays

19.01 The City shall continue to grant paid holidays in accordance with this article. The date of a given holiday shall be the actual date of the holiday and not the date the holiday is observed by the City.

On January 1 of each year employees in the bargaining unit shall be provided one hundred eight (108) hours at their regular base rate per year that can be used at any time during the year in lieu of the following holidays.

19.02 The holidays are as follows:

New Years Day	Labor Day
Martin Luther King Jr. Day	Patriots' Day (September 11)
Presidents' Day	Veterans' Day
Good Friday (1/2) day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Eve (1/2 day)
Independence Day	Christmas Day
	New Year's Eve (1/2 day)

19.03 In addition to paid holidays hours as set forth in this article, employees shall be entitled to eight (8) hours of personal time at the regular base paid at the same time employees receive holiday pay.

19.04 Holiday Pay.

- A. Employees shall be paid for eight (8) hours at their Regular Rate for each of the holidays listed in Section 19.02 when no work is performed on such holidays.

- B. Employees working holidays will be paid one and one-half (1½) times their Regular Rate for each hour worked in addition to eight (8) hours at their Regular Rate for each of the holidays listed in Section 19.02.
- C. Employees shall have the option of being compensated at their Regular Rate in the first pay period of December as outlined below or, Employees may elect to take Holiday Pay in the form of a day off for each holiday listed in Section 19.02.
 - 1. All elections shall be made in writing to the City Manager no later than November 1 in the preceding year.
 - 2. Should an Employee fail to notify the City Manager of his/her/their election, the City will automatically determine that the employee will be compensated as outlined below and will not afford holiday hours for time off to the employee.
 - 3. Any employee electing to utilize holiday time in the form of time off shall be compensated for no more than forty (40) hours of unused holiday time in the first pay period of January in the following year.
 - 4. At no time will unused holiday time be carried over to be used as paid time off in the following year.
- D. An employee on vacation or approved sick leave status on the specified holiday will be charged with eight (8) hours vacation or paid leave time and will be paid for the holiday in addition.
- E. Holiday hours not worked will not be recorded or charged.
- F. In order to be eligible for holiday pay the Employee must work the last regularly schedule shift immediately preceding the holiday and the first regularly scheduled shift that immediately follows the holiday unless the Employee has an excused absence.
 - 1. For purposes of this section, excused absence shall be defined as funeral leave as provided in the Agreement, illness which is verified by a physician's certificate, approved vacation leave, and personal day as provided in this Agreement.
 - 2. The employee must be on the active payroll during the week in which the holiday falls.
- G. Payment for all holidays outlined set forth in Section 19.02 shall be made to an Employee at his/her/their Regular Rate in a lump sum in a draft, in one separate check on the normal pay day in the first pay period of December of each year. An Employee shall not be entitled to any interest which may accrue on such deferred Holiday Pay.
- H. An Employee who leaves employment with the Employer prior to December of the year in which the Holiday Pay is to be made and other than for reasons outlined in this Article 19, shall receive payment in a lump sum and in a separate check for all earned but not deferred Holiday Pay which the Employee has accrued as of the date of Employee's separation. Such Employee shall not be entitled to interest which may accrue on such deferred Holiday Pay.

- I. An Employee shall not be entitled to any Holiday Pay as provided in this Article during the period the Employee is on an approved leave of absence, or during a period in which Employee is on layoff.
- J. Holiday hours begin at 0000 on the date of the holiday and end at 2359 on the same day.

19.05 In addition to the paid holidays set forth in Section 20.025, each member shall be entitled to thirty-six (36) hours off with pay each calendar year. Such extra days shall be the choice of the Employee, subject to the approval of the Chief.

ARTICLE 20

Scheduling Time Off

20.01 Employees making written request to the Chief or Chief's designee for scheduled time off (vacation time, holidays, personal time or comp time) shall use the "General Request Form" in Appendix C. All forms must be fully filled out or they will be rejected.

20.02 Employees making written request to the Chief or Chief's designee for use of twenty-four (24) hours or more consecutive shifts off using vacation and/or holiday time inclusive or noninclusive of scheduled days off, with at least thirty (30) days advance notice will be deemed approved. Subject to Section 20.05, Employees further agree no Employee shall be "ordered-in" to work any scheduled time off. Part-time personnel will be used when applicable and the "voluntary" rotating overtime list will be used on all remaining uncovered shifts. In the event of an emergency as determined by the Police Chief, but not to avoid overtime, any time off may be denied or revoked.

20.03 Employees making written request to the Chief or Chief's designee for use of any personal time, with at least thirty (30) days advanced notice shall be deemed approved. Employees further agree no Employee shall be "ordered-in" to work any scheduled time off. Part-time personnel will be used when applicable and the "voluntary" rotating overtime list will be used on all remaining uncovered shifts.

20.04 An Employee may submit the request for scheduled time off during any part of the year. The Chief or Chief's designee shall approve or disapprove each such request no later than seven (7) days after the request has been received. The Chief or Chief's designee shall have the option to waive the foregoing requirements and grant scheduled time off at times other than hereinabove provided. If the Chief or Chief's designee does not respond within seven (7) days of receipt of the request, the request shall be deemed approved.

20.05 In the event two Employees of the Police Division request the same starting date for scheduled time off, preference shall be given to the Employee making their request first. In the event the dates are the same, rank seniority, then division seniority shall be the determining factor with the request of the ranking Employee recognized.

20.06 The City shall have the right to cancel an Employee's scheduled time off in the event of a real and present emergency; provided, however, the inability of the Employer to cover the

Employee's scheduled time off by other Employees shall not be considered an official emergency to enable Employer to cancel an Employee's approved vacation. In the event the City cancels a previously approved scheduled time off of three (3) consecutive days or more, the City will reimburse the Employee for documented amounts of deposits or prepaid, nonrefundable expenses lost due to cancellation.

ARTICLE 21

Sick Leave

21.01 An Employee shall continue to be entitled, for each month of service, to sick leave of one and one fourth (1 ¼) workdays with pay and shall be entitled to accumulate an unlimited amount of sick leave pursuant to Codified Ordinance 163.02 as in effect on January 1, 1991. An Employee may use sick leave, upon approval of the Chief of Police, for absence due to illness, injury or exposure to contagious disease which could be communicated to other Employees and to illness or injury in the Employee's immediate family. Immediate family shall be as described in Codified Ordinance 163.03. The Chief of Police may require the Employee to furnish a satisfactory certificate that the absence was caused by illness due to any of the causes mentioned in this section and is capable and fit to return to regular assigned duties.

21.02 The City and the Members covered by this Agreement are subject to the terms of the Family and Medical Leave Act. The conditions under which Family and Medical Leave (FML) is granted shall be in accordance with federal law and regulations. Member who do not qualify for FML shall be granted parental leave. up to three- (3) days of sick leave upon approval of the Chief of Police or designee for the birth or adoption of a child.

21.03 An Employee who transfers from one City department to another shall be credited with the unused balance of his/her/their accumulated sick leave.

21.04 Each Employee whose employment with the City commenced on or after January 1, 1973 shall be allowed a credit for accumulated sick leave accrued while in the employ of another Ohio political subdivision up to a maximum of one hundred twenty (120) hours upon proof of employment with another Ohio political subdivision.

21.05 An Employee who has a minimum of 1,000 hours accumulated sick leave by the end of December of the preceding year may request, by the last working day of January of any calendar year on the form provided in Appendix D and shall be granted the right to convert one-hundred twenty (120) hours sick leave to forty (40) hours personal time. An Employee shall not convert or accumulate in excess of forty- (40) hour's personal time on any calendar year.

21.06 As of December 31, 2002, an Employee who has a minimum of 1,000 hours accumulated sick leave may request, by the last working day of January of any calendar year on the form provided in Appendix E and shall be granted the right to convert a maximum of eighty (80) hours sick leave to a cash payment to be paid to the Employee with the first pay of February.

21.07 In the event an Employee would be eligible to receive an award from the Ohio Bureau of Workers' Compensation and also be eligible to receive sick leave payments for the same injury, such Employee shall reimburse the City for sick leave payments received by the Employee from

the City to the extent of payments received from the Bureau of Workers' Compensation. To the extent of such reimbursement, the sick leave records of the Employee shall be debited to reinstate the hours for which the Employee had been charged.

21.08 After three (3) consecutive sick shifts, the Chief or Chief's designee may request written confirmation from a physician of the nature of the Employee's illness. After five (5) consecutive days the Employee must produce written confirmation from a physician of the nature of the Employee's illness.

21.09 After any three (3) sick shifts in any rolling three (3) month period, the Chief or Chief's designee may request written confirmation of the nature of the Employee's illness(es).

21.10 When reasonable suspicion indicates that any Member of the bargaining unit is unable to perform the essential functions of his/her/their position, the City may require a physical or mental fitness for duty examination at its expense by a licensed physician, psychologist, or psychiatrist of its selection. The City shall be entitled to a copy of such professional's report.

21.11 For all Employees employed as of December 31, 2011, the following shall apply:

- A. Effective January 1, 2012, all sick leave hours shall be frozen at the hourly rate in effect on December 31, 2011. The frozen hours shall be multiplied by the 12/31/11 hourly rate to arrive at the amount of payout to which the Employee is eligible for accumulated sick leave. The Employees will continue to accrue sick leave without maximum accrual for the remainder of their tenure with the City.
- B. Upon retirement, the Employee has the option of being paid out sick leave in accordance with the greater of:
 - 1. one (1) day for each accrued three (3) days up to a maximum of 480 hours at the Employee's current Regular Rate; or
 - 2. the frozen amount determined on December 31, 2011.

These two plans are mutually exclusive and any Employee employed as of December 31, 2011 may accept one of the two alternatives upon retirement or his/her/their beneficiary upon death in office.

21.12 Employees hired after January 1, 2012, shall be paid sick leave payout upon retirement on the basis of one (1) day for each accrued three (3) days up to a maximum of 480 hours at the Employee's current Regular Rate.

ARTICLE 22

Safety and Health

22.01 The City will continue to exert every reasonable effort to provide and maintain safe and healthy working conditions for every Employee. The Employees agree that, in the course of performing their regularly assigned duties, they will be alert to unsafe and/or unhealthy practices or conditions and report them to their immediate supervisors for corrective action, within a reasonable amount of time, provided the supervisor determines that an unsafe and/or unhealthy practice or condition exists. A grievance alleging a violation of this Article may be filed directly with the City Manager.

ARTICLE 23

Job Related Injury Leave

23.01 Any Employee suffering a physical injury on the job or job-related illness which leaves the Employee disabled and unable to perform their regular duties shall be paid their Regular Rate during the period of each disability, or fifty-two (52) consecutive weeks, whichever is less.

23.02 Injury or job-related illness leave pay shall also be contingent upon the injured Employee signing or transferring to the Employer, in writing, any remuneration they may receive from the Bureau of Worker's Compensation on account of said injury. The Employer may increase the number of weeks these benefits are to be paid in increments of six (6) weeks at the option of the Employer.

23.03 During the period of disability leave, the Employer, in addition to paying the Employee's regular wages, will make payment into any and all insurance and/or pension plans as required by this Agreement, any amendment hereto, and/or otherwise as part of the employment relationship between the Employer and the Employee. During such period of disability leave the Employee shall continue to earn seniority, pension credit, sick leave or sick leave credit and vacation time. Uniform allowance will be provided.

23.04 The City has the right to insist on an examination of the Employee by a physician of the City's choice, and the City shall have the right to disapprove paid leave and/or require the Employee to return to work at any time from service injury leave status. If the Employee's physician disagrees with the City's physician, the Employee shall be examined by a third physician selected jointly by the Union and the City, and the opinion of this physician shall be used to determine the Employee's eligibility for medical leave under this Section. This examination shall be at the City's expense.

ARTICLE 24

Restricted Duty Assignment

24.01 Employees unable to fully perform normal duties because of a job-related injury or illness will be placed on Restricted Duty assignment by the Employer. Employees unable to fully perform normal duties because of an off duty-related injury or illness may be placed on Restricted Duty assignment by the Employer. Such Restricted Duty shall be for no less than five (5) calendar days and no longer than one hundred twenty (120) calendar days. Such assignments shall be based upon operational needs and requirements as determined by the Chief or Chief's designee and will be within the scope of the Police Division or Municipal Court.

24.02 Employees placed on Restricted Duty shall be required to present an attending physician's statement listing specific job restrictions for the Employee, which shall be reviewed by the Chief or Chief's designee before Restricted Duty is assigned. If the City disagrees with the attending physician's opinion, the Employer may require an Employee to undergo an examination to be conducted by a mutually agreed upon physician to determine the physical or mental capabilities to perform the duties assigned, when reasonable cause exists. The cost of such examination shall be borne by the Employer. The parties agree to be bound by the decision of the physician.

24.03 Employees will be entitled to accrue sick leave and vacation benefits for all time spent on Restricted Duty provided they comply with Sections 1 and 2.

24.04 Any Employee while assigned to Restricted Duty shall continue to receive all compensation and fringe benefits, including accumulation of seniority attached to his/her/their normally assigned position. All sick leave, holiday time and other benefits used during restricted duty shall be pro-rated at a forty (40) hour rate.

ARTICLE 25

Leave for Family Death

25.01 The City shall continue to grant bereavement leave in accordance with Codified Ordinance 163.03 as in effect on August 25, 2000.

25.02 For purposes of this Article, “immediate family members” shall include all of the following: parents, stepparents, sibling, stepsibling, half-sibling, spouse, child, stepchild, grandparents, mother-in-law, and father-in-law.

ARTICLE 26

Emergency Leave

26.01 If a serious or unexpected emergency occurs to an Employee’s spouse or children, or a member of the immediate family in his/her/their household, the Employee shall be allowed to leave his/her/their duties for a maximum of three (3) days, upon approval of the Department Head.

26.02 Arrangements to enable the Employee to return to his/her/their duties after the third duty day must be made if the emergency continues beyond that time.

26.03 Emergency days off in excess of the first day of each emergency shall be charged against the Employee’s accumulated sick leave.

ARTICLE 27

Jury Duty

27.01 A Member who is called for jury duty shall, upon notice to the Chief of Police, be paid his/her/their regular salary or wages less the amount of pay received for jury duty service in accordance with Codified Ordinance 163.08 as in effect on January 1, 1988. Members called to report for jury duty shall notify the Chief of Police who may place the Member on paid leave of absence status. The Member shall be placed on day shift for the duration of his/her/their jury service. For this period, other shifts may be adjusted to maintain required coverage.

ARTICLE 28
Military Training Leave

28.01 The City shall continue to grant a leave of absence for military training in accordance with Codified Ordinance 163.09.

ARTICLE 29
Canine Officer

29.01 The Officer assigned to the K9 position shall be required to house, feed, exercise, and care for the assigned K-9. The Officer shall also provide an area at his place of residence to house the K-9. Such duties shall require the Officer to perform work during his off-duty time and shall be paid one half (½) hour of regular pay for each day of the fourteen (14) day pay period, for a total of seven (7) hours of regular pay each pay period.

29.02 The assigned K9 officer will be afforded at least sixteen (16) hours of organized training each month in lieu of patrol duties. Additional training may be approved as needed. Training outside the Department will be at a training facility or course approved by the Chief of Police. If training cannot be completed within the Officer's regularly scheduled hours, the Officer shall be compensated at the overtime rate in accordance with Article 14, Section 14.02.

29.03 If the K-9 Officer is directed to report for duty at a time not in conjunction with the Officer's scheduled duty time, the Officer shall be compensated according to Article 14, Section 14.04.

29.04 The City shall pay for all expenses and costs related to the K-9, including, but not limited to:

- The cost of the K-9
- Food and nutrition for the K-9
- Instruments, equipment, and professional services related to the health, care, grooming, housing and training of the K-9
- All medicine, immunizations, necessary appliances, and veterinary and professional care related to the K-9
- All boarding fees and related costs for the K-9
- Provide all materials to maintain a home at the assigned officer's place of residence for the K-9

29.05 Upon the recommendation of a veterinarian due to age or medical reasons, the cessation of the Officer's assignment, upon unresolved performance problems, or budgetary reasons the K-9 may be retired by the Employer. The assigned Officer shall be granted the option to purchase such K-9 from the Employer at such time for the price of one dollar (\$1.00).

29.06 If the assigned K-9 Officer separates from the City's Police Department prior to five (5) years after the purchase of the K-9, the Officer shall have the opportunity to purchase the K-9 at a prorated amount based on the purchase price of the K-9 and the K-9's years in service.

ARTICLE 30
Weather Emergencies

30.01 When a weather emergency is declared by the City Manager or City Manager's designee, those affected shall receive their regular pay and shall offset such pay against accumulated personal, vacation, holiday or compensatory time. The City Manager or City Manager's designee shall consult with the officer in charge of the Police Division as to the duration of a given emergency.

ARTICLE 31
Special Assignment

31.01 Members may be placed on special assignment with pay to attend training courses or seminars which are approved, assigned and paid for by the City. The travel time to and from the aforementioned training shall be compensable if the total travel and training time exceeds eight (8) hours a day. If such training is assigned by the Chief, the time spent in travel away from home outside of regular working hours, including time spent as a passenger on an airplane, train, boat, bus or automobile, shall be compensable. If such training is approved, but not assigned or required by the Chief, the time spent at the training program and travel time shall be compensable, but such compensable time shall not include time spent as a passenger. In all cases, compensable travel time shall not include the time a Member would travel to and from his/her/their regular assignment, and total compensable training time shall not include that time scheduled for meal breaks. Time devoted to study, class projects or similar activities shall not be compensable.

ARTICLE 32
Health Insurance

32.01 The City will make available a group insurance program covering certain hospitalization, surgical, and medical benefits for Employees and dependents who meet the City's eligibility guidelines. The program will be better or equal in actuarial value to other employees of the City. The level of insurance benefits provided to bargaining unit Members shall be the same level of insurance benefits provided to other, general non-bargaining employees of the City of Huron, including management.

32.02 In the event the City proposes to substantially change the plan as described in this section, it shall bring such proposed changes to a labor/management meeting at least sixty days (60) days prior to the proposed effective date of said changes.

32.03 The Employee's share shall be paid through payroll deduction, which deduction is hereby specifically authorized. Employees will be responsible for 6% of the employee benefits program including medical/prescription drugs, dental and vision during calendar year 2025. The parties agree to re-open the contract to negotiate this health insurance article for 2026 and/or 2027 as specified in the Duration Article herein. The following schedule will be used to gradually achieve the 5% contribution.

Calendar Year Employee Contribution

2025	6%
2026	To be negotiated
2027	To be negotiated

Bargaining unit Members shall be responsible for paying the same amount as the general non-bargaining employees including management for their monthly insurance cost.

32.04 The City offers an “opt-out” payment to those Employees who do not enroll in the City’s medical and prescription drug plan for themselves and/or their dependent children. To receive the opt-out payment, two conditions must be met.

- A. An annual form must be completed communicating to the City that the Employee was offered coverage but has elected to opt-out. This form can be found in Appendix F.
- B. The Employee must provide reasonable evidence that the Employee and all other individuals (*for whom the Employee reasonably expects to claim a personal exemption deduction for the taxable year or years that begin or end with the City’s plan year to which the opt-out arrangement applies*) will have minimum essential coverage during the period of coverage to which the opt-out arrangement applies.
 1. Individual coverage does not meet this requirement.
 2. If the Employee loses coverage during the plan year, this would be considered a qualifying event and the Employee would be able to enroll in the City’s plan with no lapse in coverage. The Employee must complete an enrollment form requesting coverage under the City’s plan within 30 days of losing coverage.
- C. Certification of Other Coverage. Before an Employee may opt out of the City’s Health Insurance plan, the Employee must provide proof of coverage under another insurance policy by providing one or more of the following: certificate of insurance, summary plan description, evidence of coverage, contract of coverage, or IRS form 1095-A, 1095-B, or 1095-C.
- D. Beginning for plan year 2025 , Opt-Out Payments are listed in the table below. The City will provide Members of the bargaining unit a cash incentive plan for those eligible Employees electing to “opt-out” of the medical, dental, vision, and prescription drug coverage that is made available.

E. Enrollment Tier	Annual Amount	Quarterly Amount	
Waive Employee Only	\$3,000	\$750	
Waive Employee plus Child(ren)	\$6,000	\$1,500	
Waive Family (Children)	\$3,000	\$750	

32.05 Spousal Carve-Out. If an Employee's spouse is eligible to participate, as a current employee, self-employed individual (other than a sole proprietor), in a business or organization's (e.g. partner, member) group medical/prescription drug plan sponsored by his/her/their employer, business, organization, the spouse is **not eligible** for the City of Huron's group health plan. This requirement does not apply to any spouse who:

- A. Is not employed or is retired without access to a group retirement plan
- B. Is employed and working less than 30 hours per week;
- C. Is employed and not eligible for coverage under his/her/their employer's plan. However, the open enrollment period for the spouse's employer is not relevant to a spouse's ability to join the plan.
- D. Is employed by the City of Huron;
- E. Was previously covered under the Employee's plan pursuant to the arbitration award on December 16, 2016, in the FMCS No. 4160115-021833-6 as decided by Arbitrator Jerry Sellman. All such spouses are expressly excluded from the spousal carveout under this Section 32.05.

32.06 Dependent Verification Any Employee who enrolls a dependent to the medical, dental and/or vision plan will be required to provide documentation at the time of enrollment and as may be afterwards required which demonstrates that the dependent meets the City's eligibility criteria for the benefit(s) being selected.

- A. Dependent Children: appropriate documentation shall be provided per the following:
 - 1. Biological Child: Government-Issued Birth Certificate, with all parent names contained thereon;
 - 2. Adopted Child: Government-Issued Birth Certificate or Adoption Certificate or Placement Agreement or Petition;
 - 3. Stepchild: Government-Issued Birth Certificate, with all parent names contained thereon, AND documents to verify Spouse as outlined below;
 - 4. Legal Guardianship: Legal documentation from the state court or federal government documenting the legal guardianship status; or
 - 5. Court Order to provide medical benefits.
- B. Legally Married Spouses: appropriate documentation shall include:
 - 1. If married within the prior 12 months of enrollment, a Government Issued Marriage Certificate, including the date of Employee's marriage. (Church-issued certificates are not acceptable.)
 - 2. If married more than 12 months prior to enrollment, a Federal Tax Return filed for the prior calendar year listing Employee's spouse, consisting of the first page of the Form 1040 showing names of dependents with all financial information and social security

numbers redacted.

- C. Audit. An audit will be conducted for all dependent children currently covered on the plan. Once complete, dependent children can remain on the plan until the end of the month in which they turn age 26. Spouses may be audited on an annual basis to ensure all spouses meet the City's eligibility guidelines which include Spousal Carve Out, as described in Section 30.05.

32.07 Health Savings Account. The City will provide Health Savings Accounts (HSA) for all Employees enrolling in the medical plan, which can be used to offset network deductible, coinsurance, and prescription expenses. Beginning January 2025 the chart below reflects the HSA dollars that will be provided by coverage tier. The HSA account will be fully funded January 2, 2025.

Coverage Elected	HSA Amount
Employee Only	\$2,500
Employee + Child(ren)	\$5,500
Employee + Spouse	\$5,000
Employee + Family	\$4,000

ARTICLE 33

Life Insurance

33.01 The City shall provide each Member a \$50,000.00 term life insurance policy and shall pay the full cost of premiums. Each Member shall have the option to increase the amount of the life insurance policy on his/her/their life at the Member's own expense.

ARTICLE 34

Other Insurance

34.01 Professional Liability. The City shall continue to provide insurance or otherwise provide competent legal counsel to each Member named as a defendant in a civil action resulting from the Member's performance of police duties and responsibilities for the City and further indemnifying the Member to a combined single limit of \$500,000.00 in damages.

34.02 Auto Liability. Further, the City shall continue to provide insurance or provide competent legal counsel to each Member named as a defendant in a civil action resulting from the operation of a Division of Police vehicle while in performance of police duties and responsibilities for the City and shall indemnify the Member to no less than the minimum limits of motor vehicle liability as set forth in the Ohio Revised Code.

ARTICLE 35
Surety Bonds Required

35.01 The City shall continue to furnish a corporate surety bond for each Union Member in accordance with Codified Ordinance 163.01.

ARTICLE 36
Union Meetings

36.01 The City agrees that Union Members may hold official meetings in the offices of the Huron Division of Police with the consent of the Chief of Police. Such meeting shall not interfere with the operations of the Division of Police.

ARTICLE 37
Bulletin Board

37.01 The City shall continue to provide a bulletin board for use by the Union, which shall be permanently mounted on an area of common use by all Union Members. The ranking Union official may post Union notices as follows.

- A. Recreational and social events.
- B. Elections and election results.
- C. General membership and business meetings.
- D. Business of interest to employees.

37.02 Other types of notices may be posted with the expressed permission of the Chief of Police. Unauthorized notices may be removed by the Chief of Police who shall immediately notify the ranking Labor Council official of this action.

37.03 All materials posted shall be in good taste and shall in no way discredit another individual or agency or be of an obscene nature.

37.04 No Union notices of any kind shall be posted elsewhere on Division of Police premises or equipment and any such notices shall be immediately removed by the ranking officer on duty.

ARTICLE 38
Personnel Files

38.01 The City shall maintain only those personnel files necessary to maintain the efficiency and effectiveness of the City and to document the employment history of an Employee. Personnel Files are public records. The records of public safety Employees are open to the public except for information which is exempt under O.R.C. Chapter 149 et seq. as follows:

- A. The address of the actual personal residence of a peace officer, except for the state or political subdivision in which the peace officer resides;

- B. Information compiled from referral to or participation in an employee assistance program;
- C. The social security number, the residential telephone number, any bank account, debit card, charge card, or credit card number, or the emergency telephone number of, or any medical information pertaining to, a peace officer;
- D. The name of any beneficiary of employment benefits, including, but not limited to, life insurance benefits, provided to a peace officer by the peace officer's employer;
- E. The identity and amount of any charitable or employment benefit deduction made by the peace officer's Employer from the peace officer's compensation unless the amount of the deduction is required by state or federal law;
- F. The name, the residential address, the name of the employer, the address of the employer, the social security number, the residential telephone number, any bank account, debit card, charge card, or credit card number, or the emergency telephone number of the spouse, a former spouse, or any child of a peace officer;
- G. A photograph of a peace officer who holds a position or has an assignment that may include undercover or plain clothes positions or assignments as determined by the peace officer's appointing authority.

The Employee may be given advance written notice of an oral or written request to view his/her/their personnel file.

38.02 An Employee will be allowed to review his/her/their personnel file at any reasonable time upon request to the Chief of Police and in the presence of the Chief or Chief's designee. The Employee shall be permitted to copy any documents contained in his/her/their personnel file.

38.03 Information resulting from an anonymous complaint or based upon hearsay information without corroborative information in the opinion of the Chief of Police shall not be placed in an Employee's personnel file.

38.04 An Employee who, upon review of his/her/their personnel file, has reason to believe inaccuracies are contained in documents filed therein, may write a memorandum to the Chief of Police explaining the alleged inaccuracy. In the event the Chief concurs with the Employee, the Chief shall remove the document or permanently indicate on the document that an objection has been filed. The Employee's objection with the Chief's concurrence shall be attached to the document. In the event the Chief does not concur the Chief shall permanently indicate on the document that an objection has been filed and attach same to the document.

38.05 Except as otherwise set forth in this Article, upon written request of the Employee, oral and written reprimands will be removed from the Employee's active personnel file after twenty-four (24) months, provided there are no same or similar disciplinary actions during such period of time. Records of oral or written reprimands thus removed from an Employee's active personnel file will be presented for destruction at the first meeting of the City's Records Commission occurring after removal from the active file.

38.06 Except as otherwise set forth in Article 37, upon written request of the Employee, records of a suspension shall be removed from the Employee's active personnel file after sixty (60) months,

provided there are no same or similar disciplinary actions during such period of time. Records of suspensions shall be retained in the Employee's inactive personnel file. Records of suspensions thus retained in the employee's inactive personnel file shall not be used for progressive discipline purposes, but shall be available for review and consideration by the City Manager when considering promotions.

ARTICLE 39

Discipline

39.01 All disciplinary actions shall be for just cause, and in accordance with Codified Ordinance 161.10 and with the Division rules and regulations and procedures referred to in this Agreement.

39.02 Prior to filing any written disciplinary documents in the Member's personnel file, the document shall be submitted to the Member and acknowledged on the document by the Member. In the event the Member refuses to acknowledge receipt of the document, the City shall note the refusal on the document prior to filing.

ARTICLE 40

Grievance Procedure

40.01 The grievance procedure is a formal mechanism intended to assure that grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered, and a reasonable effort shall be made to resolve a particular situation.

40.02 The following matters, which shall constitute a "grievance", shall include an allegation by a Member that there is or has been:

- A. a breach, misinterpretation or improper application of this Agreement;
- B. abnormally dangerous or abnormally unhealthy working conditions;
- C. disciplinary action administered in accordance with Article 38 hereof.

It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters controlled by City Charter, or the Constitutions of the State of Ohio or the United States of America. No grievance may be initiated based on allegations regarding events which occur at a time other than the contract period of this Agreement.

40.03 All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step.

40.04 A grievance may be brought by any Member. Where a group of Members desire to file a grievance involving a situation affecting each Member in the same manner, one Member selected by such group shall process the grievance.

40.05 The Member may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements of any step to lapse without further appeal.

40.06 Any grievance not answered by the City within the stipulated time limits may be advanced by the Union Member to the next step in the grievance procedure. All time limits on grievances may be waived upon mutual consent of the parties. For purposes of counting time under this procedure, "Calendar Days" shall be used in the procedure. All written grievances must contain the following information to be considered:

- A. aggrieved Member's name and signature;
- B. aggrieved Member's classification;
- C. date grievance was first discussed;
- D. date grievance was filed in writing;
- E. name of supervisor with whom grievance was discussed;
- F. date and time grievance occurred;
- G. where grievance occurred;
- H. description of incident giving rise to the grievance;
- I. Articles and Sections of Agreement violated; and
- J. resolution requested.

40.07 A written response to a grievance shall contain the following information:

- A. a decision;
- B. facts upon which the decision is made;
- C. remedial action taken or recommended; and
- D. signature of the superior.

40.08 A grievance that affects all Members, or all Members of one rank or grade, may be initiated by the Union and submitted at Step (3). A Member shall have the right to present grievances and have them adjusted without the intervention of the Union or its representatives as long as the adjustment is not inconsistent with the terms of this Agreement and as long as the Union and its representatives are notified and have the opportunity to be present at every meeting beyond Step (2).

40.09 A grievance may be referred to the superior next highest in the chain of command should an immediate superior be predictably absent from duty for more than seven (7) consecutive calendar days.

40.10 A copy of a written grievance, and response, which resolves such grievance at Step (2) shall be forwarded to the Chief of Police and the Coordinator.

40.11 At Step (3) and forward, the City agrees to meet with the parties to the grievance. The Union Coordinator may be present.

40.12 Persons or body of persons, having authority to resolve grievances as provided within this Article shall limit their decision strictly to the interpretation, application or enforcement of the

specific Articles and Sections of this Agreement and shall be without power or authority to make any decisions contrary to, inconsistent with, or modifying in any way the terms of this Agreement.

40.13 Procedural Steps

- A. Step 1. Informal Step. As a preliminary step, prior to pursuing the formal steps of the grievance procedure should a conflict arise between the City and a member related to the issues of this Agreement, the member shall, within twenty-one (21) days of the time an alleged incident occurs, discuss the matter with his/her/their immediate superior. It shall be the intent of the City and the Union to resolve such conflicts prior to the issue escalating into the formal grievance procedure set forth below.
- B. Step 2. Immediate Supervisor. If the employee and the immediate supervisor are unable to resolve the alleged grievance in the Informal Step, the employee may process the grievance to Step 2 of this procedure. The grievant will present the alleged grievance, in writing, within seven (7) days following the Immediate Supervisor's oral response, using the form jointly developed by the parties (see Appendix G). It shall be the responsibility of the Immediate Supervisor to investigate and provide written answers to the grievant within seven (7) days following the day on which the immediate supervisor was presented the written grievance.
- C. Step 3. Chief Of Police. If the employee and the Immediate Supervisor are unable to resolve the grievance at Step 2, the employee may process the grievance at Step 3 of the procedure. The grievant must present the written alleged grievance which may contain additional relevant information to the Chief of Police within seven (7) calendar days following the reply at Step 2. It shall be the responsibility of the Chief to investigate and provide written answers to the grievant within seven (7) calendar days following the day on which the Chief was presented the Grievance.
- D. Step 4. City Manager. The union member may appeal the grievance to the City Manager within seven (7) calendar days after receiving the Step 3 reply. The City Manager shall attempt to adjust the matter and shall respond to the grievant with a written answer within fifteen (15) calendar days, following the meeting.
- E. Step 5. Binding Arbitration.
 - 1. If the grievance is not resolved at Step 4, the Union or the City may, within fifteen (15) calendar days, appeal to arbitration by serving notice of intent on the other party.
 - 2. Within ten (10) calendar days of receipt of intent to file under arbitration, the City and the Union shall by joint letter, solicit nominations of five (5) arbitrators to hear the case from the Federal Mediation and Conciliation Service or others as may be mutually agreed.
 - 3. On receipt of the nominations, the Union and the City shall each eliminate two (2) names. Elimination shall be accomplished by each party alternately striking a name

with the first strike determined by coin flip. A date for arbitration shall be set as soon as availability of the arbitrator is determined and both the Union and the City agree.

4. The parties may be represented by representatives or legal counsel and necessary witnesses and/or documents may be subpoenaed at the arbitrator's hearing. The arbitrator shall reduce his/her/their decision to writing and state his/her/their reasons for reaching the decision.
5. The cost of the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and rent, if any, for the hearing rooms, shall be borne equally by the parties. The expenses on any non-Member witness shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any-transcript. Any bargaining unit Member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during his/her/their normally scheduled working hours on the day of the hearing.
6. It is expressly understood that the ruling and decision of the arbitrator, within his/her/their function described herein, shall be final and binding upon the parties provided that such decision conforms to State and Federal law.

ARTICLE 41 **Promotional Testing**

41.01 All promotions to the rank of Captain (should the position of Captain be reinstated) shall be made utilizing a promotional candidate list established by the City of Huron in accordance with the City Charter and pertaining Ordinances. The City shall establish and govern the testing procedure using a competitive promotional examination process, which includes a written test and an assessment process to establish a candidate list.

41.02 The eligibility requirements established in the job description for Captain shall be followed when determining qualification for participation in the promotion testing process.

41.03 The posting and study periods for promotional examinations shall be established by the City of Huron.

41.04 The probationary period for newly appointed officers shall be twelve (12) months from the time of appointment.

ARTICLE 42 **Copies of Agreement**

42.01 The City agrees that it shall furnish at no charge a copy of this Agreement to each Member of the bargaining unit.

ARTICLE 43
Alcohol/Drug Abuse Policy

43.01 Purpose. The City of Huron and the F.O.P. realize the obligation to maintain a safe and healthy workplace for the employees of the City free from the use of alcohol and drugs of abuse. This policy is in response to the increasing evidence that the over/misuse of alcohol and drugs of abuse creates a clear and present danger to the Employee, to fellow Employees and to the public. It addresses the on-duty use and misuse of alcohol and/or drugs of abuse.

43.02 Policy Statement:

- A. No Employee shall possess or use any controlled substances, narcotics, or hallucinogens except when prescribed in the treatment of Employee by a physician or dentist. When a controlled substance, narcotics, or hallucinogens are prescribed, Employees shall notify their immediate supervisor and show written confirmation from the attending physician.
- B. No Employee shall store or bring into any City facility or vehicle, any alcoholic beverages, controlled substances, narcotics, or hallucinogens, except those which are held as evidence.
- C. No Employee shall consume intoxicating beverages while in uniform or on duty except in the performance of duty, and while acting under specific orders from the Chief of Police.
- D. No Employee shall appear for duty, or be on duty, if any of the following apply.
 - 1. the Employee is under the influence of alcohol, a drug of abuse, or alcohol and any drug(s) of abuse;
 - 2. the Employee has a concentration of two-hundredths of one percent (0.02%) or more by weight of alcohol in the blood;
 - 3. the Employee has a concentration of two-hundredths (0.02) of one gram or more by weight of alcohol per 210 liters of his/her/their breath.
- E. Employees, while being compensated for being on-call, shall refrain from consuming alcoholic beverages and/or any drugs of abuse or mood-altering substances.

43.03 Procedures. Suspected violations of this drug and alcohol policy will subject an employee to the following.

- A. Any Employee who has reasonable suspicion of an Employee's substance abuse will immediately relieve the involved Employee from his/her/their duties and will immediately notify the Chief or Chief's designee of the reason he/she/they suspects substance abuse. The Chief or Chief's designee will determine whether sufficient suspicion exists to warrant testing.
- B. If the Chief or Chief's designee determines there is sufficient reasonable suspicion to believe there is a violation, the involved employee will be transported to Firelands Regional Medical Center by the Employee's supervisor for testing. If the parties have not previously agreed otherwise in writing, the Medical Provider shall be Firelands Regional Medical Center.
- C. The involved employee will be required to submit to a test of their blood, breath or urine as selected by the Chief or Chief's designee.
- D. The involved employee will be suspended with pay until such time as analysis is

completed. If the analysis is returned with no drugs being found, the Employee shall be reinstated and all records of the suspension and testing shall be purged from the Employee's personnel record.

- E. Any testing will be conducted and no expense to the Employee.

43.04 Screening Process.

- A. The sample collection, testing methodology, and screening standards for drugs of abuse will be a routine 8 - panel screen, which is performed with chain of custody procedures. An automatic confirmation process is to be included with this screen; i.e., the specimen has been through two rounds of testing. The first screening is via the immuno-assay method and then any positive screen is confirmed via gas chromatography/mass spectroscopy (GC/MS).
- B. The sample collection, testing methodology, and screening standards for alcohol will be done in accordance with established standards acceptable to the Ohio Department of Health as if the sample was collected and processed for a driving under the influence violation. Chain of custody procedures will be maintained.

43.05 Disciplinary Action.

- A. Failure to comply-with the policy as it applies to the misuse of alcohol will result in disciplinary actions as follows:
1. First offense: the Employee will be suspended for three (3) working days without pay.
 2. Second Offense: The Employee will be suspended for ten (10) working days without pay. An employee assistance program (EAP) will be mandatory for the involved Employee to be paid for as provided for in existing health care benefits. Accrued sick time may be used for EAP. No sick time may be used toward the suspension.
 3. Third Offense: The Employee will be terminated immediately.
- B. Failure to comply with the policy as it applies to the misuse of drugs of abuse will result in disciplinary actions as follow:
1. First Offense: The Employee will be suspended for ten (10) working days without pay. An employee assistance program will be mandatory for the involved Employee to be paid for as provided for in existing health care benefits. Accrued sick time may be used for EAP. No sick time may be used toward the suspension.
 2. Second Offense: The Employee will be terminated immediately.
- C. Voluntary entry into an employee assistance program is not grounds for disciplinary action outside a violation of this policy.
- D. The failure by an Employee to attend a mandatory employee assistance program will result

in termination.

- E. An Employee who has successfully completed the employee assistance program as part of disciplinary action resulting from an alcohol related offense may have his/her/their records expunged of the incident providing there is no related offense within a five (5) year period. There is no provision for an expungement of a drug related offense.
- F. An Employee who refuses to submit to the requested test or tests shall be considered to have tested positive and the refusal to test will be considered insubordination and result in disciplinary action up to and including termination.

ARTICLE 44 **Extra Duty Events**

44.01 All extra duty events, outside an Employee's regularly scheduled shift, shall be compensated at the overtime rate.

ARTICLE 45 **Field Training Officer**

45.01 Bargaining unit Members acting in the capacity of a field training officer shall receive one (1) additional day off in the number of hours the Department is currently following (8, 10 or 12) with compensation at the completion of the required training for each recruit trained. A qualified bargaining unit Member under this Article shall be permitted to utilize the hours and such approval shall not be unreasonably withheld, provided the bargaining unit Member:

- A. makes such a request in accordance with Article 21,
- B. approval of the request will not result in overtime usage, and
- C. any benefit conveyed under this Article will not be permitted to carryover from year to year and shall not be converted to a monetary payment in lieu of time off.

Eligibility of a bargaining unit Member to serve as a Field Training officer requires written appointment by the Chief of Police following the successful completion of the necessary training and education.

ARTICLE 46 **Duration**

46.01 Except as otherwise specified herein, this Agreement shall become effective January 1, 2025 and shall terminate on December 31, 2027.

46.02 If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred eighty (180) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Notice to modify or terminate this Agreement shall comply with OAC 4117-1-02.

46.03 Notwithstanding the above, the parties agree that to allow for health insurance open enrollment in November 2025, all aspects of Article 32 (Health Insurance), Article 14 (Compensation), only as Article 14 addresses wage rates and Appendix B (Hourly Rates of Pay) will be re-opened for negotiation with the understanding and agreement that the parties will agree to submit any and all issues in dispute on health care and wages to conciliation with conciliation hearing scheduled to be held on or before October 14, 2025. This mutual agreement to proceed directly to conciliation supersedes the procedures set forth in 4117-9-04, 4117-9-05 and 4117-9-06 of the Ohio Administrative Code (OAC), and in divisions (C)(2) to (C)(6), (D) and (G) of §4117.14 of the Ohio Revised Code as permitted by the OAC §4117-9-03 (A).

APPENDIX A
(Authorization for (Fair Share Fee/Dues) Deduction)

APPENDIX B

SERGEANTS					
Hourly Rates of Pay					
	2024	2025 adjustment Step A	2025 +\$1.75 Steps B & C	2026 re-opener	2027 reopener
A	39.92	42.38		TBD	TBD
B	38.09		39.84	TBD	TBD
C	36.34		38.09	TBD	TBD

APPENDIX C
(Huron Police Department / General Request)

APPENDIX D
(Sick Leave Conversion Form)

APPENDIX E
(Sick Leave Conversion to Payment Request)

APPENDIX F

(Conditional Opt-Out Form for Health Insurance)

APPENDIX G
(Grievance Report Form)

APPENDIX H
Shift Bid Form



TO: Mayor Tapp and City Council
FROM: Matthew Lasko
RE: Resolution No. 102-2024 (*submitted by Matt Lasko*)
DATE: December 18, 2024

Subject Matter/Background

Resolution 102-2024 authorizes a successor Collective Bargaining Agreement between the City and AFSCME Ohio Council 8, Local 2024 for the period January 1, 2025 through December 31, 2027. The current collective bargaining agreement will expire on December 31, 2024.

The administration and union met over a series of negotiating sessions to discuss managerial, administrative, and financial modifications to the current contract. A summary of main modifications are as follows:

- 3-year contract (2025-2027), however with automatic contract reopeners in 2026 and 2027 for healthcare and wages
- \$1.75 Wage Increase.
- Increase in Employee Healthcare Contribution from 5% to 6%
- Creation of HSA and removal of HRA.
- Removal of Finance Position
- Change in Water Plant work schedule to eliminate divided 4-hour Wednesday shifts.
- Increase in License Premium.

Financial Review

The 2025 Municipal Budget includes expenses based on the terms of the Collective Bargaining Agreement with the AFSCME.

Legal Review

The matter has been reviewed, follows normal administrative procedure and is properly before you.

Recommendation

If Council is in agreement with the request, a motion adopting Resolution 102-2024 is in order.

[Resolution No. 102-2024 AFSCME CBA 2025-2027 \(3\).docx](#)
[Resolution No. 102-2024 Exh A AFSCME CBA 2025-2027 \(2\).docx](#)

RESOLUTION NO. 102-2024
Introduced by Joel Hagy

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LABOR AGREEMENT WITH THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 2024, AND OHIO COUNCIL 8, FOR THE PERIOD OF JANUARY 1, 2025 THROUGH DECEMBER 31, 2027.

WHEREAS, an agreement has been reached by and between The American Federation of State, County and Municipal Employees, Local 2024, and Ohio Council 8 and the City of Huron; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF
THE CITY OF HURON, OHIO:

SECTION 1: That Council hereby authorizes the City Manager to enter into a labor agreement with The American Federation of State, County and Municipal Employees, Local 2024, and Ohio Council 8 for compensation and other terms of employment of municipal employees for the period of January 1, 2025 through December 31, 2027, in accordance with the language set forth in the agreement which is on file with the City.

SECTION 2: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

SECTION 3: That this Resolution shall go into effect and be in full force and effect from and after the earliest date allowed by law.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

**A COLLECTIVE BARGAINING AGREEMENT
BETWEEN**

**THE
CITY OF HURON**

AND

**AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, LOCAL 2024, AND
OHIO COUNCIL 8**

*JANUARY 1, 2025
DECEMBER 31, 2027*

Contents

ARTICLE 1	1
PURPOSE	1
ARTICLE 2	1
MANAGEMENT RIGHTS	1
ARTICLE 3	2
UNION REPRESENTATION	2
ARTICLE 4	2
LABOR MANAGEMENT MEETINGS	2
ARTICLE 5	3
SUBCONTRACTING/BARGAINING UNIT WORK	3
ARTICLE 6	3
RECOGNITION	3
ARTICLE 7	4
NON-DISCRIMINATION SECTION	4
ARTICLE 8	4
DUES DEDUCTION	4
ARTICLE 9	5
NO STRIKE / NO LOCKOUT	5
ARTICLE 10	5
PROBATIONARY PERIOD	5
ARTICLE 11	6
SENIORITY	6
ARTICLE 12	7
LAYOFFS AND RECALL	7
ARTICLE 13	7
LOSS OF CDL/INSURABILITY	7
ARTICLE 14	8
BID PROCEDURE	8
ARTICLE 15	9
HOURS OF WORK AND OVERTIME	9
ARTICLE 16	11
VACATIONS	11
ARTICLE 17	12

HOLIDAYS AND PERSONAL DAYS	12
ARTICLE 18	13
APPLICATION FOR LEAVE OF ABSENCE	13
ARTICLE 19	14
SICK LEAVE	14
ARTICLE 20	15
BEREAVEMENT LEAVE	15
ARTICLE 21	16
FAMILY AND MEDICAL LEAVE POLICY	16
ARTICLE 22	18
MILITARY TRAINING LEAVE	18
ARTICLE 23	18
CIVIL SERVICE LAW	18
ARTICLE 24	18
SAFETY, HEALTH AND UNIFORMS	18
ARTICLE 25	20
DISCIPLINE	20
ARTICLE 26	21
DRUG-FREE WORKPLACE	21
ARTICLE 27	23
PERSONNEL FILES	23
ARTICLE 28	23
HEALTH COVERAGE	23
ARTICLE 29	26
LIFE INSURANCE	26
ARTICLE 30	26
WAGES	26
ARTICLE 31	28
TRAVEL REIMBURSEMENT	28
ARTICLE 32	28
JURY DUTY	28
ARTICLE 33	29
GRIEVANCE PROCEDURE	29
ARTICLE 34	31
SAVINGS CLAUSE	31

ARTICLE 35	31
PREVAILING RIGHTS/WAIVER OF NEGOTIATIONS	31
ARTICLE 36	32
BULLETIN BOARDS	32
ARTICLE 37	32
SAFETY TRAINING/CONTINUING EDUCATION	32
ARTICLE 38	32
JOB RELATED INJURY LEAVE.....	32
ARTICLE 39	33
RESTRICTED DUTY ASSIGNMENT	33
ARTICLE 40	34
COPIES OF AGREEMENT	34
ARTICLE 41	34
UNPAID LEAVE FOR UNION BUSINESS	34
ARTICLE 42	34
NEW EMPLOYEE ORIENTATION	34
ARTICLE 43	34
PHONE ALLOWANCE.....	34
ARTICLE 44	35
DURATION.....	35
SIGNATURE PAGE	36
 APPENDIX A	 A
ORGANIZATIONAL CHART	A
APPENDIX B	B
AUTHORIZATION FOR UNION DUES DEDUCTION.....	B
APPENDIX C	C
CBA INSURANCE - OPT OUT FORM	C
APPENDIX D	D
WAGE INFORMATION.....	D
APPENDIX E	E
GRIEVANCE FORM.....	E
APPENDIX F	F
HEALTHCARE AND WAGES RE-OPENER	F

ARTICLE 1

PURPOSE

- 1.01** This Agreement sets forth a complete agreement between the City of Huron (“City”) and The American Federation of State, County and Municipal Employees, Local 2024, and Ohio Council 8 (“Union”), which represents employees as specified herein. Specifically, the Agreement addresses all matters pertaining to wages, hours, or terms and other conditions of employment mutually expressed between the parties.
- 1.02** The term “employee” or “employees” where used herein refers to all employees in the bargaining unit. The purpose of this Agreement is to provide a fair and reasonable method of enabling employees covered to participate, through Union representation, in the establishment of the terms and conditions of their employment and to establish a peaceful procedure for the resolution of contract differences between the parties. This Agreement shall comply with the Laws of the United States, the State of Ohio, and all applicable governmental administrative rules and regulations which have the effect of Law.
- 1.03** Attached hereto and made a part hereof as “Appendix A” is the present version of the City's organizational chart relating to the Department of Service. Presently, within the Department of Service there exist the following Divisions: Water Filtration, Water Distribution and Streets and Highways. This Agreement shall pertain to and govern the terms and conditions of employment (to the extent set forth in this Agreement) of employees within the Department of Service and the, but there shall be excluded from this Agreement the Superintendents of the Divisions within the Department of Service.

ARTICLE 2

MANAGEMENT RIGHTS

- 2.01** The Union shall, and hereby does, recognize the right and authority of the City to administer the business of the City and in addition to other functions and responsibilities which are required by the law, the Union shall, and hereby does, recognize that the City has and will retain the right and responsibility to direct the operations of the City, to promulgate rules and regulations, except as may specifically be limited within this Agreement, and more particularly, including but not limited to, the following:
- A) Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology and organizational structure;
 - B) Direct, supervise, evaluate, or hire employees;
 - C) Maintain and improve the efficiency and effectiveness of government operations;

- D) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- F) Determine the adequacy of the work force;
- G) Determine the overall mission of the City as a unit of government;
- H) Effectively manage the work force;
- I) Take actions to carry out the mission of the public employer as a governmental unit;
- J) Subcontract various works or other projects.

ARTICLE 3

UNION REPRESENTATION

- 3.01** The Union shall designate two (2) employee members who are authorized to process grievances and/or provide representation for discipline. One (1) member shall be the primary employee representative, and the other shall be designated as alternate. The appropriate member representatives shall be granted reasonable time during normal work hours to perform Union functions including attendance at Labor/Management meetings, grievance hearings, disciplinary hearings, as well as investigation and preparation for the same, without loss of any pay. The time granted by this section shall be scheduled at such times so as not to interfere with the normal operations of the City and shall be subject to temporary revocation in the event of an emergency as determined by the authorized City representative. In addition, one (1) non-employee Union Staff Representative shall be permitted to attend Labor/Management meetings, grievance hearings and disciplinary hearings. The designated non-employee Union Staff Representative shall have access to the City's work area to investigate and prepare for the above, provided such access does not interfere with the normal operations of the City.

ARTICLE 4

LABOR MANAGEMENT MEETINGS

- 4.01** The parties agree to schedule Labor/Management meetings to discuss problems and administration of the Agreement. The time and date of such meetings shall be by mutual agreement. Meetings shall start during normal working hours; however, in the event a meeting goes beyond normal work hours, such time shall not be compensated as work hours for Union employee representatives.
- 4.02** The parties agree that each side shall attempt to provide the other with an agenda of meeting topics as soon as possible prior to the start of the Labor/Management meeting.

- 4.03** The Employer shall provide quarterly data income and expense reports used to conduct the regular business of the City. Such reports shall be hand delivered or sent email in the format in which they are stored. A review of such reports shall be conducted at the Labor Management Meeting as a regular agenda item.

ARTICLE 5

SUBCONTRACTING/BARGAINING UNIT WORK

- 5.01** During the life of this contract, the City shall not subcontract work that results in the layoff or reduction of regular hours of any employee in the bargaining unit. This shall not prohibit the City from contracting out work or services of a nature and size that could not be economically performed by employees in the bargaining unit. Grievances over whether the subcontracting violates this provision of the Agreement shall be filed at the City Manager level of the grievance procedure.
- 5.02** The current practice of non-bargaining unit City employees performing work traditionally performed by bargaining unit City employees shall continue, unless otherwise mutually agreed to by the City and the Union.

ARTICLE 6

RECOGNITION

- 6.01** Under State Employment Relations Board Case # 1997-REP-04-0085, Local 2024 and the Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO shall be recognized as the sole and exclusive representatives for all employees in the bargaining unit in §6.02 within the City of Huron for the purpose of establishing rates of pay, wages, hours and other terms and conditions of employment.
- 6.02** The Union's exclusive bargaining unit includes the following job classifications, and the City will not recognize any other Union as the representative for any employees within such classifications:
- Included: All service and maintenance employees of the City of Huron as described in 1.03 above and excluding employees of the Huron Municipal Court.
- Excluded: All management level employees, confidential employees, and supervisors, as defined in the Act, and all employees currently represented by another employee organization.
- 6.03** In the event there is a title change of any job in the Unit; or if a position in the Unit is reallocated bringing about a new job class; or in the event a new job class is otherwise established, the Parties will meet to negotiate whether or not the new position shall be included in the Unit. If agreement cannot be reached between the Parties, the Union or City

may file a Petition for Clarification or Amendment to the Unit with the State Employment Relations Board.

ARTICLE 7

NON-DISCRIMINATION SECTION

- 7.01** The City and the Union agree not to unlawfully discriminate against any individual with respect to hiring, compensation, terms or conditions of employment on the basis of such individual's race, color, religion, sex, national origin or age, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities on the basis of protected class status.
- 7.02** The City and the Union agree there will be no discrimination by the City or the Union against any employee because of any employee's lawful activities and/or support of the Union, or because the employee does not support the Union or participate in Union activities.
- 7.03** The use of the male or female gender of nouns or pronouns is not intended to describe any specific employee or group of employees but is intended to refer to all employees in job classifications, regardless of sex.

ARTICLE 8

Dues Deduction

- 8.01** The City will deduct Union dues monthly from the paychecks of Employees who have written dues deduction authorizations on file with the Finance Department. (See Appendix B). Dues or fees deducted shall be sent to the Union forthwith, along with a statement listing the amount deducted for each Employee. Written dues deduction authorizations shall be revocable by the Employee pursuant to the terms of the signed authorization. Deductions shall be made during the first two pay periods of each month and shall be transmitted to the Union no later than the tenth day following the end of the second pay period in which the deduction is made. An alphabetical list of Employees for whom deductions have been made indicating the amount of the deduction shall be transmitted to the Union with the deductions. Upon receipt of the deductions, the Union shall accept full responsibility for the funds. In event an Employee's first month's pay is insufficient for deduction, the City will make a double deduction from the pay earned in the first pay period of the following month, or if this is insufficient, in a subsequent period. The Union will indemnify and hold the City harmless from any action growing out of the deductions made by the City hereunder. The Union will provide a written annual letter to the City enumerating the dues and owed by its members on a month basis, no later than December 15th of each calendar year.
- 8.02** The Union shall hold the City harmless from any liability arising or claimed to arise out of any action by it or omitted by it in compliance with or in an attempt to comply with the

provisions of this Article. The City shall not be obligated to make dues deduction for any Employee who fails to receive sufficient wages during a month to equal dues deduction.

- 8.03 Fair Share Fee.** In accordance with the Supreme Court ruling of *Janus v. AFSCME*, which states that collections of Fair Share Fee to be unlawful, the parties agree to remove the language previously negotiated. However, In the event that Fair Share Fee becomes legal the parties mutually agree to negotiate over reinserting legal language for reinstatement of Fair Share Fee back into the agreement.

ARTICLE 9

NO STRIKE / NO LOCKOUT

- 9.01.** The Union shall not directly or indirectly call, sanction, instigate, finance and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike, work stoppage or slowdown at any operation or operations of the City for the duration of this Agreement.
- 9.02** The Union shall cooperate with the City in continuing operations in a normal manner and shall actively discourage and endeavor to terminate any violations of this Article.
- 9.03** Upon notice from the City that any violation of this Article occurs, the Union will immediately make all reasonable efforts to notify all employees that the strike, walkout, work stoppage or slowdown at any operation or operations of the City is prohibited and is not in any way sanctioned or approved by the Union. The Union shall also immediately make all reasonable efforts to advise all employees to return to work at once.
- 9.04** The City agrees that neither it nor its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union.
- 9.05** Violation of this Article may result in discipline.

ARTICLE 10

PROBATIONARY PERIOD

- 10.01** New full- and part-time employees are subject to a quarterly review for the first twelve months of employment. This probationary period is designed to demonstrate their ability, knowledge, interest, skill and compatibility with the City's goals. An employee may be removed or reduced at any time during the probationary period, if in the sole discretion of the City, the employee's fitness and/or quality of work are not such as to warrant continuation of the position. The City shall have sole discretion to discipline or discharge such probationary employees and such actions during this period cannot be reviewed through the Grievance Procedure or otherwise.

- 10.02** In those job classifications for which the City requires a professional license within thirty (30) months, or a CDL within twelve (12) months of hire/transfer, the City's right to terminate an Employee for failure to obtain such license shall be absolute, and any such termination shall not be subject to the Grievance Procedure set forth in this Agreement. Failure to obtain and maintain all required licenses, inclusive of CDL license shall be grounds for immediate termination of employment or layoff in accordance with Article 13.

ARTICLE 11

SENIORITY

- 11.01** "Job Classification Seniority" shall be defined as an employee's continuous length of service while holding the same classification. Job Classification Seniority would be applied for purpose of determining layoffs as provided in 12.01. The employee shall receive credit for all time spent on the City's payroll in that classification. Job Classification Seniority shall be terminated as set forth in 11.02.
- 11.02** "City Employment Seniority" shall be defined as an employee's continuous length of service with the City of Huron, effective from their most recent date of hire as a regular full-time employee. City Employment Seniority shall be terminated when an employee:
- A) Quits or resigns;
 - B) Is discharged for just cause;
 - C) Is laid off for a period of more than twenty-four (24) consecutive months;
 - D) Is absent without leave for seventy-two (72) hours;
 - E) Fails to report for work when recalled from layoff within three (3) consecutive working days from the date on which the City sends the employee notice, by certified mail that they have been recalled from layoff unless satisfactory excuse is shown;
 - F) Fails to return to work on expiration of a leave of absence;
 - G) Fails to obtain a City required professional license within the thirty (30) month period, or a CDL within twelve (12) month period, provided for in 10.02.
- 11.03** For purposes of vacations and longevity pay, accrual, length of service shall be determined in accordance with Huron City Ordinance 163.05 and Section 30.03 of this Agreement, respectively.
- 11.04** The City will provide the Union with a list of all employees in the bargaining unit listing the employee's name, job classification, date of hire, date of classification, home address and phone number, if listed, not more than twice per year upon request of the Union.
- 11.05** The City shall notify the Local Union President of personnel changes as they occur which directly affect the Unit.

ARTICLE 12
LAYOFFS AND RECALL

- 12.01** Whenever the work force of the City, or within any classification of employees within the City, is reduced either for lack of work, lack of funds, changes in operating methods, to increase efficiency or to reduce costs, employees shall be laid off based upon Job Classification Seniority within their division in the following order.
- A) Seasonal/Temporary employees;
 - B) Part time employees;
 - C) Regular fulltime employees.
- 12.02** Employees shall be given a minimum of forty-five (45) calendar days advance written notice of layoff indicating the circumstances which make the layoff necessary.
- 12.03** In the event a regular full-time employee is laid off, they shall receive payment for earned but unused vacation as quickly as possible, but no later than fourteen (14) days after layoff.
- 12.04** When any bargaining unit employee is given notice of layoff under the above paragraph, the City and the affected employee will meet for the purpose of attempting to find an available job which the affected employee may be qualified to perform. If any such job is available, the employee will be given consideration for the open position. The Union shall receive a copy of all such layoff notices. Also, a laid off full-time employee may bump into a same or lower paid classification for which they are qualified if there are less senior full-time employees in the classification. Similarly, a laid off part-time employee may bump into a same or lower-paid classification for which they are qualified if there are less senior part-time employees in the classification.
- 12.05** Employees shall be recalled in the reverse order of layoff. An employee on layoff will be given three (3) working day's notice of recall, measured from the date on which the City sends the recall notice to the employee by certified mail to their last known address as shown on the City's records. A laid off employee will be recalled to their former position with full rights in the event such position becomes available within twenty-four (24) months after their layoff date.

ARTICLE 13
LOSS OF CDL/INSURABILITY

- 13.01** If a core job duty of an employee is to operate a vehicle and the employee becomes uninsurable or insuring the employee would require an increase in the cost of insurance, or the employees loses their CDL, the employee:
- A) Will not be permitted to drive City vehicles;
 - B) Will not be permitted to bump into another position but may bid into a vacant position for which the employee is qualified in this bargaining unit according to the provisions of this Agreement;

- C) If no position is available under section B above, the employee will be laid off. During the layoff under this Agreement, the employee must submit a driving record (BMV report) when requested to the City and its insurer to determine insurability. If the layoff resulted from the loss of the employee's CDL, the employee shall notify the City and its insurer upon restoration of the CDL if it is restored during the period of the employee's layoff. Upon becoming insurable or regaining the CDL, the employee may, in accordance with Article 12, return to an available vacancy, or if none is available, to a subsequent vacancy for which the employee is qualified.

ARTICLE 14

BID PROCEDURE

14.01 Whenever the City decides to fill a vacancy in a classification within the bargaining unit, the City shall post notice where the vacancy exists. The City will notify the Local Union president of any job postings. The bid notice shall contain the classification, job description, minimum qualifications as determined by the City and salary. The classification, not the specific assignment in the classification, will be posted. The bid notice shall be posted for a minimum of five (5) consecutive working days. Where applicable, minimum qualifications may include licensing, bonding and/or testing requirements. Official notification of the posting will be made to Union representation after approval by the City, but no later than five (5) days after approval.

14.02 Any employee wishing to apply for a posted vacancy must submit an application in writing to the City Manager by the end of the posting period in order to be considered for the position. City Employment Seniority, skill, and ability shall be the determining factors in filling all vacancies. City Employment Seniority shall be the determining factor only when, in the judgment of the City, skill and ability are of equal measure. If no full-time bargaining unit employee meets the minimum qualification, the posted vacancy may be filled by a qualified part-time bargaining unit employee. If no bargaining unit employee meets the minimum qualification, the posted vacancy may be filled by the City from outside the bargaining unit.

The positions of Chief Operator, Street Foreman, and Distribution Foreman are considered mid-level management and were created with the cooperation of the union. In the event of a vacancy of either of these positions, the City will comply with internal posting pursuant to this section, however, the City reserves the right to conduct an external competitive search following the five-day internal posting. Existing employees will be afforded preference and will be afforded an interview. Selection will be based on qualification in accordance with this Section.

14.03 After the appointment to a new job category, the first 120 worked days of service shall be considered the probationary period for the new position. Nothing contained in this Section shall be construed to shorten an employee's original one (1) year probationary period. Any employee who bids for and receives a new job category within their original one (1) year probationary period shall have that original probationary period run concurrent with the probationary period for the new position. The original one (1) year probationary period

may be extended by the number of days, if any, needed to fulfill the new position's thirty (30) day probationary period. An employee may not bid or be appointed to a position if they have had any discipline issued to them within 2 calendar years.

- 14.04** Unless otherwise agreed to by the Union and the City after initial appointment to a new job category, if said employee does not satisfactorily complete the 120 worked days probationary period as determined by the City or at the election of the employee, they will be reassigned to their previous job.
- 14.05** An employee appointed to a new position pursuant to this Article shall be placed within the appropriate pay grid according to the employee's City Employment Seniority.
- 14.06** The City will provide written notice to the Local Union President if it does not intend to fill a vacancy within one hundred twenty (120) days of vacancy. Upon request by the Union President, the City will meet with the Union to discuss the reasons vacancies will not be filled.

ARTICLE 15

HOURS OF WORK AND OVERTIME

- 15.01** A. The City shall devise a regular schedule of work for the Water Filtration Division employees who work an eighty (80) hour two (2) week pay period that meets the following criteria:
- 1) A regular recurring shift on no more than a two (2) week rotation with thirty-six (36) hours in the first week and forty-eight (48) hours in the second week, except as may be affected by holiday rotation;
 - 2) Employees shall have every other weekend (Saturday and Sunday) off;
 - 3) Regular starting and ending times on no more than a two (2) week rotation;
 - 4) No more than five (5) days on duty in a row;
 - 5) At least eight (8) hours between shifts;
 - 6) Overtime is triggered when regular hours worked in the two (2) week pay period exceeds eighty (80) hours; and
 - 7) Scheduled overtime shall not be converted to Compensatory Time and will be paid out in the pay period it is earned.
- Adjustments to (1) through (5) above are available through mutual agreement and/or through the payment of overtime. Employees may trade shifts with approval of the Superintendent of Water Filtration and so long as such trading does not generate overtime.
- B. For all other Departments or Divisions, the normal work week shall be established consecutive workdays Monday through Friday, with specified starting and ending times. The workday shall include two (2) fifteen-minute paid break times and a lunch opportunity. The lunch opportunity shall be established by the City on a Department or Division basis with input from the affected employees.

- 15.02** All employees in the job classifications covered by this Contract, excluding water filtration, shall receive time and one half (1 ½) their regular rate of pay for all hours worked in excess of forty (40) in one (1) work week. All paid hours shall be considered hours worked for purposes of this section, except as provided in Article 17.04, Holidays. There shall be no pyramiding of overtime; overtime and other premium pay provisions are not cumulative. The supervisor will assign overtime to qualified employees.
- 15.03** Unless otherwise provided below, the City shall distribute overtime as equally as possible among the qualified employees by Department/Division. On January 1 each year the City shall create a list by Department/Division of qualified employees. Overtime shall be offered in order of the list with a record of any hours worked or refused added to the list in order of City Employment Seniority within a Department/Division. During the calendar year, the employee with the least accumulated overtime worked or refused shall be offered the next overtime opportunity.
- 15.04** Section 15.03 above shall not have an impact on employees who continue a job beyond the regular workday; provided, however, the hours worked shall be added to the list for purposes of future equalization.
- 15.05** In the event a sufficient number of employees in a Department/Division are not available for overtime, the City shall call bargaining unit members in other Departments/Divisions qualified to perform the work assignment; however, such "out of Department/Division" overtime worked or refused shall not be added to the Department/Division overtime equalization list. The City shall maintain a list in each Department/Division of qualified individuals outside the department. Out of Department/Division overtime opportunities shall be distributed as equally as possible.
- 15.06** ON CALL DUTY. Employees in Water Distribution, Street Maintenance, and Water Filtration Divisions shall be assigned on call duty. The City reserves the right to add any newly created Department/Division (including the Building and Grounds Division) to the on call list. Each Department/Division shall create a separate rotating on call list. On call duty shall be seven (7) calendar days in duration. At no time shall an employee receive compensation for on call duty when the employee has utilized sick leave to cover any portion of their shift due to their own illness or extended leave as recognized by FMLA standards. In the event a supervisor determines that an emergency condition may be pending, he may determine additional on call duty is needed. Additional on call duty shall be filled on a voluntary basis utilizing the Department/Division overtime equalization list. Only overtime hours incurred within an employee's Department/Division shall be added to the overtime list for the purposes of equalization. Refusal of voluntary on call shall not incur any overtime charges.
- 15.07** Each employee on call shall be paid the equivalent of two (2) hours at their pay rate Mondays through Fridays and four (4) hours at their rate of pay for Saturdays, Sundays and Holidays as on call pay for each twenty-four (24) hour period on call. Such on call pay shall be in addition to pay for actual hours worked on call. Each employee on voluntary on call shall also be paid as set forth above.

For each 18 hours of on-call time, employees may convert 4 hours to Compensatory time. Requests to use Compensatory time shall be made in compliance with Section 15.09.

- 15.08** Calls outside the normal work day/week shall go first to the employee on call in the affected Department/Division and then to the equalization list. Hours actually worked on call shall be added to the equalization list, but not hours paid as on call pay.
- 15.09** **COMPENSATORY TIME.** In lieu of overtime pay as provided in this Article, the City shall, upon written request of the Employee, grant an employee compensatory time off. Compensatory time shall be granted at the rate of one and one half (1 ½) hours of compensatory time off for each hour of overtime worked. The maximum amount of compensatory time an employee may accrue and carry forward is forty (40) hours. Any overtime worked which would increase the employee's accumulated compensatory time off beyond the forty (40) hours shall be paid out to the employee. Requests to use compensatory time off must be made as soon as possible but no less than one (1) day in advance. The City reserves the right to limit the number of employees off on compensatory time. Compensatory time must be used prior to retirement and is not subject to payment upon retirement. The employee must receive approval from the City prior to taking compensatory time off.
- 15.10** Employees called in to work outside the normal work schedule will be paid a minimum of three (3) hours at the appropriate overtime rate.

ARTICLE 16

VACATIONS

- 16.01** All regular fulltime employees shall be granted vacation leave with full pay each year based upon their length of service with the City in accordance with Huron Codified Ordinance §163.05 as it applies to the safety forces.

Personal days do not accrue and must be used within the year they are earned. Unused personal time will be lost.

- 16.02** The Director of Finance is hereby authorized to account for the hourly accumulation of earned vacation time on the bi-weekly payroll check of every City employee. Earned vacation time on an hourly basis shall be accumulated and taken by all City employees on the following basis according to the chart below. Employees may carry over earned unused vacation time, but such carryover shall be limited according to the chart. Upon employment separation or retirement, an employee's vacation leave balance is paid out at the employee's pay rate at separation or retirement. If an employee has used vacation time that had not been accrued yet and then separates from employment, the employee's last paycheck will deduct the used unaccrued time.

Years of Service	Annual Accrual	Annual Hours Earned	Accrual per Week	Maximum Annual Carryover
1-6	2 weeks	80	3.08	160
7-12	3 weeks	120	4.62	160
13-19	4 weeks	160	6.15	160
20-25	5 weeks	200	7.69	200
26+	6 weeks	240	9.23	240

In all departments, vacation time off shall be scheduled with the department head. Scheduling of vacation time shall be coordinated so as to avoid disruption of necessary City services and functions of the specific department. Employees entitled to vacation time off shall file their vacation time request with their department head in accordance with departmental procedures designated by the City Manager.

16.03 If a recognized holiday falls within an employee's vacation leave, the employee shall receive an additional paid vacation day in lieu of the holiday.

16.04 Vacation scheduling shall be subject to approval of the Department/ Division Head. Requests may be disapproved and vacation may be canceled for good cause to insure adequate staffing levels. The City shall have the right to cancel an employee's scheduled time off in the event of a real and present emergency; provided, however, the inability of the City to cover the employee's scheduled time off by other employees shall not be considered an official emergency enabling the City to cancel an employee's approved vacation. In the event the City cancels a previously approved scheduled time off of three (3) consecutive days or more, the City will reimburse the employee for documented amounts of deposits or prepaid, nonrefundable expenses lost due to cancellation.

16.05 All requests for vacation shall be in writing and shall be acted upon as soon as possible, but in no event more than seven (7) working days.

ARTICLE 17

Holidays and Personal Days

17.01

- A) All regular fulltime Employees shall be entitled to the following holidays:
- | | |
|---------------|-----------|
| New Years Day | Labor Day |
|---------------|-----------|

Martin Luther King Jr. Day

Veteran's Day

President's Day

Thanksgiving Day

Good Friday (half-day)

Friday after Thanksgiving Day

Memorial Day

Christmas Eve (half-day)

Juneteenth

Christmas Day

Independence Day

New Year's Eve (half-day)

- B) A part-time Employee assigned to work on a holiday shall be entitled to one and one-half (1 ½) times the Employee's regular hourly rate for the holiday shift ("Holiday Pay").

17.02 Should any of the recognized holidays fall on Sunday, the following Monday shall be observed as the holiday. Should any of the recognized holidays fall on a Saturday, the preceding Friday shall be observed as the holiday.

17.03 To be entitled to Holiday Pay, an Employee must be on the active payroll (i.e., actually receives pay) during the pay period in which the holiday falls.

17.04 For those Employees on a seven (7) day operation, an Employee assigned to work on a holiday, or whose regularly scheduled day off falls on a holiday will be paid one and one-half (1 ½) times their rate of pay for each hour worked in addition to eight (8) hours at their straight time hourly rate for each of the holidays listed above. Employees may not substitute another working day for the holiday

17.05 In addition to Holiday Pay, Employees in the Bargaining Unit shall receive five (5) Personal Days consisting of eight (8) hours each. The scheduling of Personal Days shall follow the same procedure used in the Scheduling of Time Off and shall be approved at the discretion of the Department Head or designee. Personal Days shall not be converted into monetary payout and will not roll over into the next calendar year.

ARTICLE 18

APPLICATION FOR LEAVE OF ABSENCE

18.01 All leaves of absence without pay and any extension thereof must be applied for in writing with appropriate supporting documentation to the City Manager on forms supplied by the City at least fourteen (14) working days prior to the proposed commencement of the leave, except in serious and unusual circumstances. Notification of the approval or denial of their requested leave shall be given to the employee in writing within five (5) working days after the submission of the request. Any denial of the requested leave of absence will include the reason for the denial.

18.02 An employee may, upon request, return to work prior to the expiration of any leave of absence if such early return is agreed to by the City.

- 18.03** If it is found that a leave of absence is not actually being used for the purpose of which it was granted, the City shall cancel the leave and direct the employee to return to work. Appropriate disciplinary action may be taken after a review of the circumstances.
- 18.04** An employee who fails to return to work at the expiration or cancellation of a leave of absence, or who fails to secure an extension thereof, shall be deemed to be absent without leave.

ARTICLE 19

SICK LEAVE

- 19.01** All full-time regular employees shall be credited with paid sick leave at the rate of one and one-quarter (1.25) work days per month. Unless otherwise amended by this Article, sick leave shall be governed by Section 163.02 (Ordinance 2023-23) of the City Code.
- A) Paid sick leave shall be granted for actual sickness or injury, confinement by reason of a contagious disease, or visit to a doctor or dentist for medical care of the employee or their immediate family, and pregnancy (including postpartum periods). “Immediate family” -shall—include mother father, sister, brother, spouse, child, stepson, stepdaughter, stepbrother, stepsister, halfbrother, halvesister, grandparents, mother-in-law, and father-in-law.
 - B) Abuse of sick leave, including falsification of information provided in connection with sick leave, shall be grounds for discipline up to and including discharge.
 - C) No paid sick leave shall be granted unless the Department/Division authority designated by the City is notified of the illness no later than the scheduled starting time on the first day of the absence due to such illness, unless the nature of such illness precludes the required notice. An employee is required to call in on each day off or notify the City of the duration of their absence.
 - D) The City may, in its discretion, require appropriate medical documentation for an absence and may require certification of fitness to return to work from a licensed physician.
 - E) Compensation shall be allowed for such days of sick leave actually taken by an employee of the City to be paid at an hourly rate on the same basis to which the employee would have been entitled as compensation for their usual service if it had been performed on such days. The daily sick leave pay will be paid at the hourly rate of the employee.
 - F) Sick leave shall be taken in no less than a quarter (¼) hour increments.
 - G) Employees must call in sick before the start of their shift. Forty-eight (48) hour notice is required for anticipated absences such as medical appointments.
 - H) A regular full-time employee who has a minimum of 1,000 hours accumulated sick leave may request, by the last working day of January of any calendar year on the form provided by the City and shall be granted the right to convert thirty (30) hours sick

leave to ten (10) hours personal time per three month period. An employee shall not convert or accumulate in excess of forty (40) hours personal time on any calendar year.

- I) As of December 31st, 2002, a regular full-time employee who has a minimum of 1,000 hours accumulated sick leave may request, by the last working day of October of any calendar year on the form provided by the City and shall be granted the right to convert a maximum of eighty (80) hours sick leave to a cash payment. Forty (40) hours shall be paid to the employee with the first pay of February and forty (40) hours shall be paid with the first pay of July. These payments shall be made by separate check.

19.02 SICK LEAVE PAYOUT. Effective January 1, 2009, all sick leave hours shall be frozen, for those employees employed on December 31, 2009 at the hourly rate in effect on December 31, 2009. The frozen hours shall be multiplied by the 12/31/09 hourly rate to arrive at the amount of payout to which the employee is eligible for accumulated sick leave. The employees will continue to accrue sick leave without maximum accrual for the remainder of their tenure with the city. Upon retirement, the employee has the option of being paid out sick leave on the basis of one (1) day for each accrued three (3) days up to a maximum of 480 hours at the employee's current hourly rate or the frozen amount determined on December 31, 2008, whichever is greater. These two plans are mutually exclusive and any employee employed as of December 31, 2009 may accept one of the two alternatives upon retirement or their beneficiary upon death in office. Employees hired after January 1, 2010 shall be paid sick leave payout upon retirement on the basis of one (1) day for each accrued three (3) days up to a maximum of 480 hours at the employees current hourly rate. In the event of the death of a regular full-time employee, the City shall pay to the named survivor (provided, however, if none is named then to the surviving spouse or next of kin) the above listed benefit as if the employee had retired.

19.03 MEDICAL EXAMINATION. Where the City believes an employee may be unable to perform the essential functions of their position, the City may require a physical or mental fitness for duty examination by a licensed physician, psychologist or psychiatrist of its selection at its expense. In the event the results of the City's physical or mental examination is in dispute with a similar examination by the employee's medical professional, the two (2) medical professionals shall designate a third, neutral medical professional, and an examination shall be scheduled with that professional. The results of the third examination shall be binding on the City and the employee. The cost of the third examination shall be divided equally between the City and the employee.

ARTICLE 20

BEREAVEMENT LEAVE

20.01 A regular full-time employee shall be granted up to four (4) days leave in the event of the death of a member of their immediate family. When in the opinion of the responsible Department/Division Head, additional leave of absence for family death is in the best interest of both parties; such additional leave may be granted and deducted from accumulated sick leave. The granted leave shall include the day of the funeral.

- 20.02** In the event of the death of a relative other than a member of their immediate family, a regular full-time employee shall be granted a leave of absence with pay, to be charged to their accumulated sick leave, for one (1) day to attend the funeral if within the State of Ohio, or three (3) days when the funeral is outside the State of Ohio.
- 20.03** For the purpose of Funeral Leave, an employee's "immediate family" shall include their mother, father, sister, brother, spouse, child, stepson, stepdaughter, stepbrother, stepsister, halfbrother, halfsister, grandparents, mother-in-law, and father-in-law.

ARTICLE 21

FAMILY AND MEDICAL LEAVE POLICY

This provision is intended to comply with the Family and Medical Leave Act ("FMLA").

- 21.01** Eligible Employees. Employees are eligible for Family and Medical Leave if they have worked for the City for at least twelve (12) months and have worked at least one thousand two hundred fifty (1250) hours during the twelve (12) month period preceding the start of the leave.
- 21.02** Entitlement to Leave. An eligible employee will be entitled to up to twelve (12) weeks of family and medical leave in each twelve (12) month period measured backward from the date of the first FMLA leave usage. An eligible employee is required to use all available paid leave (e.g., sick, vacation, PTO) during their FMLA leave and counted against the amount of FMLA leave they have available to use in the applicable 12-month period
- 21.03** Notice. The City will post the FMLA notice provided by the U.S. Department of Labor.
- 21.04** Reasons for Granting Leave.
- A) Birth of a child (and care of a newborn).
 - B) Placement of a child with the employee for adoption or foster care.
 - C) Need for the employee to care for a qualifying member of the family with a serious health condition.
 - D) The employee's own serious health condition which makes the employee unable to work.
- 21.05** Serious Health Condition. A "serious health condition" is a condition which requires inpatient care (e.g. overnight hospital stay) or continuing treatment by a health care provider for:
- A) A period of incapacity (inability to work or perform daily activities) for more than three (3) consecutive calendar days and which requires two (2) or more visits to a health care provider or one (1) visit to a health care provider that results in a regimen of continuing treatment by the provider.
 - B) Any period of incapacity for pregnancy or prenatal care.
 - C) Any period of incapacity for a chronic serious health condition (e.g. asthma, diabetes, epilepsy) which may be episodic in nature.

- D) A period of incapacity for a long term condition for which treatment may not be effective (e.g., Alzheimer's disease, severe stroke, terminal stage of cancer).
 - E) Any period of incapacity to receive multiple treatments by a health care provider for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days.
- 21.06** Designation of Leave as Family Leave. If an employee qualifies for leave under the FMLA, the City will designate the leave as Family and Medical Leave and so notify employee within five (5) business days.
- 21.07** Inability to Work. An employee is unable to work when a health care provider finds that they are unable to perform any one of the essential functions of the job.
- 21.08** Health Insurance FMLA. If the employee is covered by group health/medical insurance, the insurance coverage will be maintained for the duration of the Family and Medical Leave. The employee remains responsible for any co-payment of premium. Insurance may be terminated if:
- A) The employee notifies the City that they do not intend to return from leave.
 - B) The employee fails to return from leave.
 - C) The employee exhausts the leave entitlement.
 - D) The employee's co-payment is more than thirty (30) days late, and the City then gives the employee fifteen (15) day's notice of termination of benefits.
- 21.09** Reinstatement to Job from FMLA. On return from leave, an employee is required to provide the employer with a completed fitness for duty certification. The employee is entitled to be returned to their their old job or an equivalent position with equivalent pay, benefits and other terms and conditions of employment. This right to reinstatement may not extend to employees who qualify as "key employees" under the statute.
- 21.10** Substitution of Paid Leave. Any accrued, eligible leave shall run concurrently with the FMLA.
- 21.11** Employee Notice.
- A) The employee must give the City thirty (30) day's notice of Family and Medical Leave if the leave is foreseeable.
 - B) If the leave is unforeseeable, notice must be given as soon as practicable.
- 21.12** Proof of Serious Health Condition.
- A) At the City's request, employees must obtain certification of a serious health condition on a form supplied by the City from a physician in advance of the leave.
 - B) The City may, when appropriate in its judgment, require recertification of the leave.
 - C) If the City disagrees with the certification, it may require a second opinion from a different physician (not affiliated with the City).
- 21.13** Intermittent Leave, Reduced Schedule. Intermittent leave or a reduced schedule may be taken for serious health conditions *under* this policy when medically necessary. However,

the employee must attempt to avoid conflicts with their work schedule, and the City may assign the employee to a different, equivalent job to facilitate the intermittent or reduced schedule leave.

ARTICLE 22

MILITARY TRAINING LEAVE

- 22.01** The City shall continue to grant a leave of absence for military training in accordance with codified ordinance 163.09 as in effect on January 1, 1988.

ARTICLE 23

CIVIL SERVICE LAW

- 23.01** No section of the Civil Service Laws contained in Ohio Revised Code Chapter 124, shall apply to the employees in the bargaining unit, and it is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit.

ARTICLE 24

SAFETY, HEALTH AND UNIFORMS

- 24.01** As provided in Ohio Revised Code §Section 4167.04, the City will furnish employees with a place of employment free from recognized hazards that are causing, or are likely to cause, death or serious physical harm to the employees, provided that the City need not take any action which would cause it undue hardship unless required to prevent imminent danger of death or serious harm to the employee.
- 24.02** As provided by Ohio Revised Code §Section 4167.05, each employee will comply with safety rules and safe practices established by the City.
- 24.03** The City and employees shall comply with Ohio employment risk reduction standards, rules, and orders adopted pursuant to Ohio Revised Code Chapter 4167.
- 24.04** As provided in Ohio Revised Code Section §4167.06, an employee acting in good faith has the right to refuse to work under conditions they reasonably believe present an imminent danger of death or serious harm to him, provided that such conditions are not such as normally exist for, or reasonably might be expected to, occur in their occupation. The City shall not discriminate against an employee for a good faith refusal to perform assigned tasks if the employee has requested the City to correct the hazardous conditions, but the conditions remain uncorrected, there was insufficient time to correct the conditions by enforcement methods available under Ohio Revised Code Chapter 4167, and/or a reasonable person under the circumstances would conclude that the conditions caused an imminent danger of death or serious harm to the employee. The City may discipline an

employee who refuses to perform assigned tasks but fails to meet these conditions for refusing to work.

- 24.05** The grievance arbitration procedure of this contract is the exclusive method of asserting a violation of the City's obligations under this Article, and grievance arbitration shall be in lieu of any other available remedy. Nothing in this 24.05 shall be interpreted as taking away or limiting any rights granted to employees by any statute.
- 24.06** The City will provide any protective devices and other equipment which it determines are necessary to properly protect employees from injury while performing required job functions.
- 24.07** The City may require employees to attend general wellness programs.
- 24.08** Where the City believes an employee may be unable to perform the essential functions of their position, the City may require a physical or mental fitness for duty examination by a licensed physician, psychologist or psychiatrist of its selection at its expense. In the event the results of the Employer's physical or mental examination is in dispute with a similar examination by the employee's medical professional, the two (2) medical professionals shall designate a third, neutral medical professional, and an examination shall be scheduled with that professional. The results of the third examination shall be binding on the City and the employee. The cost of the third examination shall be divided equally between the City and the employee.
- 24.09** The City may require employees to wear uniforms. The City will provide, at its cost, a uniform service for the employees whom it requires to wear uniforms. The City will provide two [2] sweatshirts during the first year of this Contract and one [1] sweatshirt each of the remaining years of the Contract. Only on an "as needed basis," and subject to verification by management, the City will pay for the purchase of safety shoes based on job function. The maximum amount the City will pay for such shoes is three hundred dollars (\$300.00) per pair.
- "Safety shoes," at a minimum, must have adequate toe protection. Employees whose safety shoes are paid for by the City are required to wear said safety shoes.
- Other Items.
- The City will provide and pay for clothing to be worn during inclement weather. That clothing shall include, but is not limited to: sweatshirts, Carharts, raingear, water proof gloves, leather work gloves, rubber boots, etc. The City will provide prescription safety glasses on an "as needed basis," but not to exceed one pair per year. Employees whose clothing is paid for by the city are required to wear same.
- 24.10** The Union agrees to provide a representative to the City Health and Safety Committee.

ARTICLE 25

DISCIPLINE

25.01 An employee may be disciplined for just cause.

25.02 The City agrees to apply a policy of progressive and corrective discipline, with progressive steps as follows:

- Oral Reprimand;
- Written Reprimand;
- Suspension;
- Dismissal;

The City, solely in its discretion, may repeat a given level of discipline. Disciplinary action may be initiated at any level of the forgoing schedule, including dismissal, depending upon the severity of the infraction.

25.03 No employee shall be suspended or dismissed without first having a disciplinary hearing before the City Manager or their designee. The hearing shall be held within five (5) working days of the date the City issues written disciplinary charges against the employee. The written disciplinary charges shall include a recitation of the general nature of the alleged offense. A copy of the written charges shall be provided to the designated employee Union Representative.

25.04 Oral and Written Reprimands shall be done with discretion in a manner so as not to cause public embarrassment to an employee. No reprimand will be given until the employee has had the opportunity to have the employee Union Representative present.

25.05 All disciplines may be appealed through the grievance procedure. Oral Reprimands and Written Reprimands may be appealed through Step 2; suspension in excess of five (5) days and dismissal may be appealed beginning at Step 3.

25.06 Records of discipline will no longer have effect pursuant to the following schedule, except as otherwise set forth in Article 26, Section 9:

- Oral and Written Reprimand	12 months after date* of occurrence
- Suspension	18 months after date* of occurrence
-Suspensions under Article 26	5 years*

*provided there is no intervening discipline

Disciplinary records shall be placed in a separate file within the main personnel file after the discipline no longer has effect. Such records shall not be used in Personnel Appeals Board or arbitral hearings if they no longer have force and effect.

25.07 INVESTIGATION OF INFRACTIONS. The City has fifteen (15) workdays from notice of the infraction to investigate alleged infractions of City Ordinances, policies or job performance. The City has an additional fifteen (15) workdays, if necessary, to hold a disciplinary hearing on the matter under investigation. If discipline is imposed, it will be served within fifteen (15)

workdays of the date of the hearing. Any of these deadlines may be extended by mutual consent of the Parties.

ARTICLE 26

DRUG-FREE WORKPLACE

- 26.01** Employees with a Commercial Driver's License (CDL) shall be subject to the City's Alcohol and Controlled Substances Testing Policy which conforms to Department of Transportation regulations. In addition, all employees are subject to the provisions of this Article.
- 26.02** The parties to this Agreement oppose the illegal use of drugs by any employee. The parties agree that it is in this City, the Union, and all residents/citizens/visitors served for the City to maintain a drug free workplace. Each will wholeheartedly support reasonable efforts by the other to obtain and maintain this result.
- 26.03** The Union further recognizes the right and duty of the City to make, publish, and enforce rules and policies to assure this result.
- 26.04** The term “drug” includes cannabis, as well as other controlled substances including alcohol, as defined in the Ohio Revised Code. The term “illegal drug usage” includes the use of cannabis or any controlled substance which has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug.
- 26.05** No employee shall possess or use any controlled substances including prescription drugs, narcotics, or hallucinogens except when prescribed in the treatment of the employee by a physician or dentist. When a controlled substance, including prescription drugs, narcotics, or hallucinogens is prescribed, employees shall notify their immediate supervisor and show written confirmation from the attending physician. If there are work restrictions due to the employee taking the prescription drug, the restriction(s) must be discussed with the City. No employee shall store or bring into any City facility or vehicle, any alcoholic beverages, controlled substances,, including prescription drugs, narcotics, or hallucinogens. No employee shall consume intoxicating beverages while in uniform or on duty.

No employee shall appear for duty, or be on duty, if any of the following apply:

- A) The employee is under the influence of a controlled substance, including prescription drugs which are mood altering, alcohol, a drug of abuse, or alcohol and any illegal drug;
- B) The employee has a concentration of two hundredths of one percent (0.02%) or more by weight of alcohol in the blood;
- C) The employee has a concentration of two-hundredths (0.02) of one gram or more by weight of alcohol per 210 liters of their breath.

Employees, while being compensated for being on call, shall refrain from consuming alcoholic beverages and/or any drugs of abuse or mood altering substances. Employees may be tested for illegal drug usage where there are reasonable grounds

to believe that the employee to be tested is using, abusing, or under the influence of illegal drugs as objectively found by at least one (1) qualified City representative.

- 26.06** Provided the City has reasonable cause to believe that the employee to be tested is abusing illegal drugs, an employee refusing to submit to testing shall be subject to discipline up to and including discharge.
- 26.07** Testing shall be conducted at a laboratory that meets “Mandatory Guidelines for Federal Workplace Drug Testing Programs. Confirmation testing shall meet standards recognized by the U.S. Department of Health and Human Services. Testing may include breath or urine. Upon consent of the City and employee the test may include blood. Testing shall begin with the taking of one (1) fluid sample which will be divided into two (2) separate containers second samples shall be retained for a period established under the “Mandatory Guidelines for Federal Workplace,” as accepted by the U.S. Department of Health and Human Services or six months, whichever is greater. If an employee tests positive, the second test shall be made from the original sampling.
- 26.08** The City shall encourage and refer the employee to participate in drug counseling, employee assistance, rehabilitation and other drug and alcohol abuse treatment programs. Employees who have tested “positive” under these procedures are required to participate in such a Program.
- 26.09** The City reserves the right to impose discipline in accordance with the following schedule:
- A) Failure to comply with the policy as it applies to the misuse of alcohol will result in disciplinary action as follows:
 - 1) First Offense: The employee will be suspended for three (3) working days without pay.
 - 2) Second Offense: The employee will be suspended for ten (10) working days without pay. An employee assistance program (EAP) will be mandatory for the involved employee to be paid for as provided for in existing health care benefits. Accrued sick leave may be used for EAP. No sick leave may be used toward the suspension.
 - 3) Third Offense: The employee will be terminated immediately.
 - B) Failure to comply with the policy as it applies to misuse of drugs of abuse will result in disciplinary actions as follow:
 - 1) First Offense: The employee will be suspended for ten (10) working days without pay, An EAP will be mandatory for the involved employee to be paid for as provided for in existing health care benefits. Accrued sick leave may be used for EAP. No sick leave may be used toward the suspension.
 - 2) Second Offense: The employee will be terminated immediately.

- C) Voluntary entry into an EAP is not grounds for disciplinary action outside a violation of this policy.
 - D) The failure by an employee to attend a mandatory employee assistance program will result in termination.
 - E) An employee who has successfully completed the EAP as part of disciplinary action resulting from an alcohol related offense may have their records sealed in accordance with §25.06 providing there is no related offense within a five (5) year period. There is no provision for an expungement of a drug related offense.
 - F) An employee who refuses to submit to the requested test or tests shall be considered to have tested positive, and disciplinary action will be administered in accordance with standards established here in.
- 26.10** The City shall pay for the first two (2) tests. Additional tests of the original specimen desired by the employee shall be at their own expense and done at the lab of their choice other than the one used by the City.
- 26.11** Employee confidentiality shall be maintained.

ARTICLE 27

PERSONNEL FILES

- 27.01** The employment records of each employee shall be open to the inspection of the employee upon reasonable advance request to the City or their designee. If an employee is involved in a grievance regarding a matter relevant to information contained in the employee's personnel file, the affected employees Union Representative will be granted access to their personnel file upon written authorization from the employee and upon reasonable request made to the City.
- 27.02** Each employee shall be provided a copy of any disciplinary action prior to a record of such action being placed in the personnel file.
- 27.03** Employees shall be entitled to copy all material contained within their personnel files upon reasonable advance request to the City.

ARTICLE 28

Health Coverage

The entirety of Article 28 Health Coverage shall be subject to Appendix F Healthcare and Wages Reopener.

28.01 The City will make available a group insurance program covering certain hospitalization, surgical, and medical benefits for Employees and dependents who meet the City's eligibility guidelines. The program will be equal in actuarial value to other employees of the City. The level of insurance benefits provided to bargaining unit members shall be the same level of insurance benefits provided to other, general non-bargaining employees of the City of Huron, including management.

28.02 In the event the City proposes to change the plan as described in this section, it shall bring such proposed changes to a labor/management meeting at least sixty (60) days prior to the proposed effective date of said changes.

28.03 The Employee's share shall be paid through payroll deduction, which deduction is hereby specifically authorized. Employees will be responsible for 6% of the employee benefits program including medical/prescription drugs, dental and vision.

Bargaining unit members shall be responsible for paying the same amount as the general non-bargaining employees including management for their monthly insurance cost.

28.04 The City offers an "opt-out" payment to those Employees who do not enroll in the City's medical and prescription drug plan for themselves and/or their dependent children. To receive the opt-out payment, two conditions must be met.

A) An annual form must be completed communicating to the City that the Employee was offered coverage but has elected to opt-out. This form can be found in Appendix C.

1. The Employee must provide reasonable evidence that the Employee and all other individuals (for whom the Employee reasonably expects to claim a personal exemption deduction for the taxable year or years that begin or end with the City's plan year to which the opt-out arrangement applies) will have minimum essential coverage during the period of coverage to which the opt-out arrangement applies.

2. Individual coverage does not meet this requirement if Employee cannot provide proof of minimum essential coverage during the period of coverage to which the opt-out arrangement applies for all dependents exempted as set forth in 28.04(A)(1) above.

3. If the Employee loses coverage during the plan year, this would be considered a qualifying event and the Employee would be able to enroll in the City's plan with no lapse in coverage. The Employee must complete an enrollment form requesting coverage under the City's plan within 30 days of losing coverage.

B) Certification of Other Coverage. Before an Employee may opt out of the City's Health Insurance plan, the Employee must provide proof of coverage under another insurance policy by providing one or more of the following: certificate of insurance, summary plan description, evidence of coverage, contract of coverage, or IRS form 1095-A, 1095-B, or 1095-C.

- C) Beginning for plan year 2025, Opt-Out Payments are listed in the table below. The City will provide Members of the bargaining unit a cash incentive plan for those eligible Employees electing to “opt-out” of the medical, dental, vision, and prescription drug coverage that is made available.

Enrollment Tier	Annual Amount	Quarterly Amount
Waive Employee Only	\$3,000	\$750
Waive Employee plus Child(ren)	\$6,000	\$1,500
Waive Children	\$3,000	\$750

28.05 Spousal Carve-Out. If an Employee’s spouse is eligible to participate, as a current employee, self-employed individual (other than a sole proprietor), in a business or organization’s (e.g. partner, member) group medical/prescription drug plan sponsored by their employer, business, organization, the spouse is **not eligible** for the City of Huron’s group health plan. This requirement **does not apply** to any spouse who:

- A) Is not employed or is retired without access to a group retirement plan
- A) Is employed and working less than 30 hours per week;
- B) Is employed and not eligible for coverage under their employer’s plan. However, the open enrollment period for the spouse’s employer is not relevant to a spouse’s ability to join the plan.
- C) Is employed by the City of Huron;

28.06 Dependent Verification Any Employee who enrolls a dependent to the medical, dental and/or vision plan will be required to provide documentation at the time of enrollment and as may be afterwards required which demonstrates that the dependent meets the City’s eligibility criteria for the benefit(s) being selected.

- A) Dependent Children: appropriate documentation shall be provided per the following:
 - 1. Biological Child: Government-Issued Birth Certificate, with all parent names contained thereon;
 - 2. Adopted Child: Government-Issued Birth Certificate or Adoption Certificate or Placement Agreement or Petition;
 - 3. Stepchild: Government-Issued Birth Certificate, with all parent names contained thereon, AND documents to verify Spouse as outlined below;
 - 4. Legal Guardianship: Legal documentation from the state court or federal government documenting the legal guardianship status; or
 - 5. Court Order to provide medical benefits.
- D) Legally Married Spouses: appropriate documentation shall include:
 - 1. If married within the prior 12 months of enrollment, a Government Issued

Marriage Certificate, including the date of Employee's marriage. (Church-issued certificates are not acceptable.)

2. If married more than 12 months prior to enrollment, a Federal Tax Return filed for the prior calendar year listing Employee's spouse, consisting of the first page of the Form 1040 showing names of dependents with all financial information and social security numbers redacted.

B) Audit. An audit will be conducted for all dependent children currently covered on the plan. Once complete, dependent children can remain on the plan until the end of the month in which they turn age 26. Spouses may be audited on an annual basis to ensure all spouses meet the City's eligibility guidelines which include Spousal Carve Out, as described in Section 28.05.

28.07 Healthcare Savings Account. The City will provide Healthcare Savings Accounts (HSA) for all Employees enrolling in the medical plan. Beginning with plan year 2025, the chart below reflects the HSA dollars that will be provided per coverage tier:

<u>Coverage Elected</u>	<u>HSA Amount</u>
Employee Only Coverage	\$2,500
Employee + Child(ren)	\$5,500
Employee + Spouse	\$5,000
Employee + Family	\$4,000

ARTICLE 29

LIFE INSURANCE

29.01 The City shall provide regular full-time employees with a term life insurance policy in the amount of \$50,000.

ARTICLE 30

Wages

The entirety of Article 30 Wages shall be subject to Appendix F Healthcare and Wages Reopener.

30.01 During the term of this Agreement, existing Employees and new hires shall be paid according to the job classification grids set forth in Appendix D, and in accordance with the following:

Calendar Year	Wage Increase
2025	\$1.75

For the purposes of this Agreement, the City agrees to a pension pick-up in the percentage amount as set forth in Appendix D of the Employee's statutory portion of pension contribution to the Ohio Public Employees Retirement System (OPERS).

30.02 LICENSE PREMIUM. The City will pay a License Premium for Water Treatment Licenses and Water Distribution Licenses in accordance with the table below. The license premiums are to be added to the qualifying employees' base rate of pay. The following premium amounts are eligible for receipt only while the employee is working in the specified division. Should an employee transfer from one division to another, the premium amount will be adjusted for the division the employee is transferring to. Laboratory Certification Premiums are not transferrable and are only recognized when an employee is working in the Water Filtration Division. Notwithstanding the foregoing, an employee in the Water Distribution or Street Division receiving a license premium on January 1, 2019 shall continue to receive the license premium in the same amount. All premiums earned and transfers between departments after January 1, 2019 shall be in accordance with this Article. Each employee obtaining a license receives \$1,000.00 per license. CDL licensure costs that exceed \$1,000 will require the employee to sign a Training Reimbursement Agreement.

Any employee(s) holding such a license(s) and being paid the premium described above and who works other than in the Department/Division to which such license(s) pertain, shall be required to perform work or take standby duty within the Department/Division to which such license(s) pertain on an "as needed" basis as determined by the City. Notwithstanding the preceding sentence, no employee holding a license in Filtration, but working other than in Filtration on a regular basis, shall be required to work in Filtration.

For Water Treatment employees, "License Premium" shall include full EPA laboratory certification, provided the holder of such certificate receives all educational requirements needed to maintain such certificate and provided further they actually perform laboratory testing procedures needed to maintain the City's Ohio EPA certification of its Water Plant. Any employee(s) holding such a license(s) and being paid the premium described above and who works other than in the Department/Division to which such license(s) pertain, shall may be required to perform work or take standby duty within the Department/Division to which such license(s) pertain on an "as needed" basis as determined by the City. Notwithstanding the preceding sentence, no employee holding a license in Filtration but working other than in Filtration on a regular basis shall be required to work in Filtration. The City agrees to pay the cost of the licensure exam for qualifying employees, not to exceed two exams per calendar year.

30.03 Longevity/Merit Compensation. The Employer shall establish a merit compensation system which is premised on rewarding employees for exemplary service.

- A) The total amount of funding necessary for the merit compensation program shall be determined by the Services Director, the Water Superintendent, the City Manager, and the City Council as part of the budgetary planning process.
 - 1. Individual awards of merit compensation shall be determined by the Services Director, Water Superintendent and the City Manager and shall at all times remain consistent with the methods determined by the internal committee of employees representing all departments within the city.

2. An Employee shall be eligible for a longevity payment or a merit compensation payment, but not both.
 3. Upon making a determination of the Employee's eligibility for either payment, the Employee shall be awarded a longevity payment or a merit compensation payment, whichever is greater.
- B) Longevity rates shall be established in accordance with the following table, which shall represent the applicable longevity amount per job classification and years of service up to a maximum amount per position.

Longevity Formula

<u>Years of Service</u>	<u>Longevity Amount Paid</u>
Completion of 3 Years of Service	1%
Completion of 5 Years of Service	2%
Completion of 10 Years of Service	3%
Completion of 15 Years of Service	4%
Completion of 20 Years of Service	5%
Completion of 25 Years of Service	6%

- C) Longevity shall be paid as a lump sum paid on the second payroll in November.
- E) Payment of merit compensation shall be paid in an annual payment as part of the City's evaluation process, which may or may not result in a merit payment. If applicable, merit payments shall be paid in the second payroll after evaluations are completed and prorated for the evaluation year based upon start date.
- 30.04 Shift Differential.** Water Filtration Operators working shifts scheduled between 6PM-6AM Monday-Friday, 6AM-6PM Saturday, and 6AM-6PM Sunday, shall receive a shift differential in the amount of one dollar (\$1.00) per hour. Water Filtration Operators working shifts scheduled between 6PM Saturday – 6AM Sunday and from 6PM Sunday – 6AM Monday shall receive a shift differential of two dollars (\$2.00) per hour.

ARTICLE 31
TRAVEL REIMBURSEMENT

- 31.01** Employee travel and travel reimbursement will be governed as set forth in the Employee Handbook.

ARTICLE 32
JURY DUTY

- 32.01** Full time employees who are called for jury duty shall, upon notice to the Department/Division Head, be paid their regular wages less any amount received for jury duty service.

ARTICLE 33
GRIEVANCE PROCEDURE

- 33.01** GRIEVANCE DEFINED. A grievance is defined as a dispute or difference between the City and an employee, or between the City and the Union concerning and/or including, the interpretation and/or application of and/or compliance with, any provisions of this Contract.
- 33.02** A grievance must be filed in writing at Step One within ten (10) calendar days of the act or occurrence giving rise to the grievance. If a grievance is not timely filed, it shall be considered waived. Before filing, the employee shall attempt to resolve the matter with their immediate supervisor.
- 33.03** A grievance shall be processed in accordance with the following procedure on the Grievance Form Appendix E.

Step 1: The grievance must be timely filed in writing with the employee's immediate supervisor. The grievance must state the basis for the complaint, the contract section(s) violated, and/or the relief requested. The grievance must be signed and dated by the employee(s) and/or the Union. The employee's immediate supervisor shall meet with the grievant and their union representative within five (5) calendar days of the filing of the grievance. Thereafter, within five (5) calendar days, the employee's immediate supervisor shall send their answer to the grievant and union representative utilizing the original grievance form. In the event a grievance is "time sensitive", the employee may, with agreement with the City, combine Step 1 and Step 2.

Step 2: If the grievant is dissatisfied with the Step 1 answer, the grievance may be submitted to Step 2 by filing an appeal in writing to the City Manager within ten (10) calendar days of the Step 1 decision. The City Manager shall meet with the grievant and their representative within fourteen (14) calendar days of receipt of the appeal. No more than fourteen (14) calendar days thereafter, they will send them their written response.

Step 3: With mutual agreement, grievance mediation may be utilized by the parties after Step 3 of the Grievance Procedure is completed. Either party may request to mediate by forwarding a written request within fifteen (15) workdays following the Step 2 answer. If the City and the Union mutually agree to mediate, the timelines for filing a request for arbitration will be suspended subject to the mediation procedure. A party refusing mediation must give written notice of refusal to the other party within ten (10) workdays of the receipt of the request to mediate. If mediation is refused, applicable time limits for appealing a grievance to arbitration contained in this collective bargaining agreement shall commence on the day the refusal notice is received.

The parties agree to use the services of the Federal Mediation Conciliation Service (FMCS), the State Employee Relations Board (SERB) or other mutually agreed

upon mediation service. Notices of mediation requests are to be signed by both parties and forwarded to the mediator by the moving party. Should the availability of a mediator unnecessarily delay the processing of a grievance, in the opinion of either party, then either party may withdraw its consent to mediation by notifying the other party in writing. The grievance may then proceed to arbitration.

The Union may be represented at the mediation by the President, the Chief Steward or a Steward designated by the President, the grievant and a representative of AFSCME Ohio Council 8. The City may in its discretion determine the number and the makeup of its representatives. Each party shall have one principal spokesperson at the mediation conference, who shall have the authority to resolve the grievance.

Any written material that is presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference. The mediator may, however, retain one copy of the written material to be used solely for the purposes of statistical analysis.

Proceedings before the mediator shall be informal in nature. The presentation of evidence is not limited to that presented at the grievance proceedings, the rules of evidence will not apply and no record of the mediation conference shall be made.

The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of the grievance.

Step 4: If the grievance is not resolved at Step 3, the Union or City may, within fifteen (15) calendar days, appeal to arbitration by serving notice of intent on the other party. Within fifteen (15) calendar days of receipt of intent to file under arbitration, the City and the Union shall, by joint letter, solicit nominations of five (5) arbitrators to hear the case from the Federal Mediation and Conciliation Service or others as may be mutually agreed.

On receipt of the nominations, the Union and the City shall each eliminate two (2) names. Elimination shall be accomplished by each party alternately striking a name with the first strike determined by a coin flip. A date for the arbitration shall be set as soon as availability of the arbitrator is determined and both the Union and the City agree.

The parties may be represented by representatives or legal counsel, and necessary witnesses and/or documents may be subpoenaed under an arbitrator's subpoena. The arbitrator shall reduce their decision to writing and state their reasons for reaching the decision. The arbitrator shall not amend, add to, or subtract from, any provision of this Contract.

The cost of the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and rent, if any, for the hearing rooms, shall be borne equally by parties. The expenses on any non-employee witness shall be borne, if at all, by the party calling them. The cost of attorneys or other representation shall be the responsibility of the respective parties. The fees

of the court reporter shall be paid by the party asking for one; such fee shall be split equally if both parties desire a reporter or request a copy of any transcript.

Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during their normally scheduled hours on the day of the hearing.

It is expressly understood that the ruling and decision of the arbitrator, within their function described herein, shall be final and binding upon the parties, provided that such decision conforms to State and Federal law.

ARTICLE 34 **SAVINGS CLAUSE**

- 34.01** Any provision of this Agreement which is held by the final order of a court of competent jurisdiction to be totally in violation of, or contrary to, state or federal statutes now effective, or which may become effective during the term of this Contract, shall be considered void, except where the parties have agreed to deviate from state law pursuant to Ohio Revised Code § 4117.10. Any provision of this Agreement which is thus voided shall be negotiated by the parties immediately upon their being informed of a provision thus made void.

ARTICLE 35 **PREVAILING RIGHTS/WAIVER OF NEGOTIATIONS**

- 35.01** The City agrees that all clearly established benefits in effect and regularly provided to employees at the time of signing of this Agreement, but which are not specifically referred to in this Agreement shall remain in full force during the term of this Agreement. Nothing in this section shall prevent the City from exercising those management rights set forth in this Agreement.
- 35.02** The City and the Union acknowledge that during negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations 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.
- 35.03** Therefore, for the life of this Agreement, the City 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. In addition, each party agrees that the other shall not be obligated to negotiate regarding 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 36
BULLETIN BOARDS

36.01 The City shall provide space on existing bulletin boards for use by the Union. The ranking Union official may post Union notices as follows:

- A) Recreational and social events.
- B) Elections and election results.
- C) General membership and business meetings.
- D) Business of interest to employees.

Unauthorized notices may be removed by the City_ Manager or their designee who shall immediately notify the ranking Union official of their action. All materials posted shall be in good taste and shall in no way discredit another individual or agency or be of an obscene nature.

ARTICLE 37
SAFETY TRAINING/CONTINUING EDUCATION

37.01 The City shall pay the cost of any courses required by the licensing authority for an employee to maintain a mandatory license. In addition, where such courses occur during an employee's regular work shift, the employee shall - be released to attend such courses(s) without loss of pay.

37.02 Each regular full-time employee who successfully completes at least twenty-four (24) hours of job related or required safety training in a calendar year shall receive \$ 275.00 to be paid by separate check in the second pay of the year following the calendar year in which the training was completed. Courses required by the licensing authority for an employee to maintain a mandatory license will not accrue towards the training identified in this section. To be eligible for Safety Training pay, training must be approved in advance by the department supervisor. Employee is responsible for maintaining a separate log of training hours completed and submit the same to the department supervisor for approval prior to receiving Safety Training pay.

37.03 The Employer shall refund to the employee any and all approved expenses for any permitted educational, testing, or license expenses in a timely manner.

ARTICLE 38
JOB RELATED INJURY LEAVE

38.01 A regular full-time employee suffering a physical injury on the job or job-related physical illness which leaves the employee disabled and unable to perform their regular duties shall be paid their regular base pay during the period of each disability, or fifty-two (52) consecutive weeks, whichever is less.

- 38.02** Physical injury or physical job-related illness leave pay shall also be contingent upon the injured employee signing or transferring in writing, any remuneration they may receive from the Bureau of Workers' Compensation on account of said injury to the City. The City may increase the number of weeks these benefits are to be paid in increments of six (6) weeks at the option of the City.
- 38.03** During the period of disability leave, the City, in addition to paying the Employee's regular salary will make payment into any and all insurance and / or pension plans as required by this agreement, any amendment hereto, and / or otherwise as part of the employment relationship between the City and the Employee. During such period of disability leave the Employee shall continue to earn seniority, pension credit, sick leave or sick leave credit and vacation time.
- 38.03** The City has the right to insist on an examination of the Employee by a physician of the City's choice, and the City shall have the right to disapprove paid leave and / or require the Employee to return to work at any time from job related injury leave status. If the Employee's physician disagrees with the City's physician, the Employee shall be examined by a third physician selected jointly by the Employee and the City, and the opinion of this physician shall be used to determine the Employee's eligibility for medical leave under this section. This examination shall be at the City's expense.

ARTICLE 39

RESTRICTED DUTY ASSIGNMENT

- 39.01** A full-time regular employee unable to full perform normal duties because of a job-related injury or illness will be placed on restricted duty assignment by the City whenever such an assignment is available. Such restricted duty shall be for no less than five (5) calendar days and no longer than one hundred twenty (120) calendar days. Such assignments shall be based upon the operational needs and requirements as determined by the City Manager or their designee and will be within the scope of the Bargaining Unit. A full-time regular employee on restricted duty assignment shall receive their regular compensation and benefits.
- 39.02** An employee placed on restricted duty assignment shall be required to present an attending physician's statement listing specific job restrictions for the employee, which shall be reviewed by the City Manager before restricted duty is assigned. If the City disagrees with the attending physician's opinion the City may require the employee to undergo an examination to be conducted by a mutually agreed upon physician to determine the physical or mental capabilities to perform the duties assigned, when reasonable cause exists. The cost of such examination shall be paid by the City. The parties agree to be bound by the decision of this examination.
- 39.03** Employees will be entitled to accrue sick leave and vacation benefits for all time spent on restricted duty provided they comply with §§39.01, 39.02.

- 39.04** Any employee while assigned to light duty shall continue to receive all compensation and fringe benefits including accumulation of seniority attached to their normally assigned position.

ARTICLE 40
COPIES OF AGREEMENT

- 40.01** The City agrees that it shall furnish, at no charge, a copy of this Agreement to each member of the bargaining unit.

ARTICLE 41
Unpaid Leave for Union Business

- 41.01** Duly elected Union delegates or alternates to the annual conventions of Ohio Council 8 and the biennial conventions of the American Federation of State, County and Municipal Employees, AFL-CIO may be granted time off without pay for the purpose of participation in such conventions, but not to exceed fifteen (15) days per year for all Employees in the Bargaining Unit, provided that use of such leave is not abused or would otherwise cause the City to be without sufficient Employees to conduct its necessary operations. The number of Employees shall be limited to two (2) Employees for any one such convention. The Union shall notify the City (30) days prior to said conventions as to the Employees attending. There shall not be more than one (1) delegate from any City department permitted leave for the same convention.

ARTICLE 42
New Employee Orientation

- 42.01** The Union shall have the opportunity to attend new Employee orientation sessions conducted by the Employer for AFSCME positions only. The Employer shall provide notice at least ten (10) days prior to such sessions. The Union shall have thirty (30) minutes during the session to explain contractual rights and introduce new Employees to the Union. In the event the Employer does not hold a formal orientation with thirty (30) days of initial employment of an Employee, the Union shall be provided with the name of the Employee and their duty location and the Union shall have an opportunity to meet with the Employee for thirty (30) minutes on duty time to explain contractual rights and introduce new Employees to the Union.

ARTICLE 43
Phone Allowance

- 43.01** In the exception that an Employee utilizes their cell phone for high volumes of work-related calls, the employee shall be eligible for a Phone Allowance in the amount of \$40.00 per

month, subject to the approval of the Services Director and the City Manager. At all times when Employee is the recipient of the Phone Allowance, the City reserves the right to receive proof of cell phone usage for work-related purposes. Should Employee refuse to provide the requested documentation to support the reimbursement, all payments will be suspended immediately, and disciplinary action may ensue.

- 43.02** Notwithstanding Section 44.01, the City reserves the right to control the manner in which personal cellular phones are utilized in the workplace and may, in lieu of providing a Phone Allowance, establish a network of city-owned cellular phones which shall be used for work related purposes instead of personal cell phones.

ARTICLE 44

Duration

- 44.01** This Agreement shall become effective upon approval of the City and the Union and shall remain in full force and effect from 12:01 a.m. January 1, 2025 until midnight December 13, 2027. This agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing on or before ninety (90) days prior to the anniversary date that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. The provisions of this agreement shall remain in full force and effect until such time as a new agreement has been signed.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

FOR THE CITY:

FOR AFSCME, OC 8/LOCAL 2024:

Matthew Lasko, City Manager

Local 2024 President

Date: _____

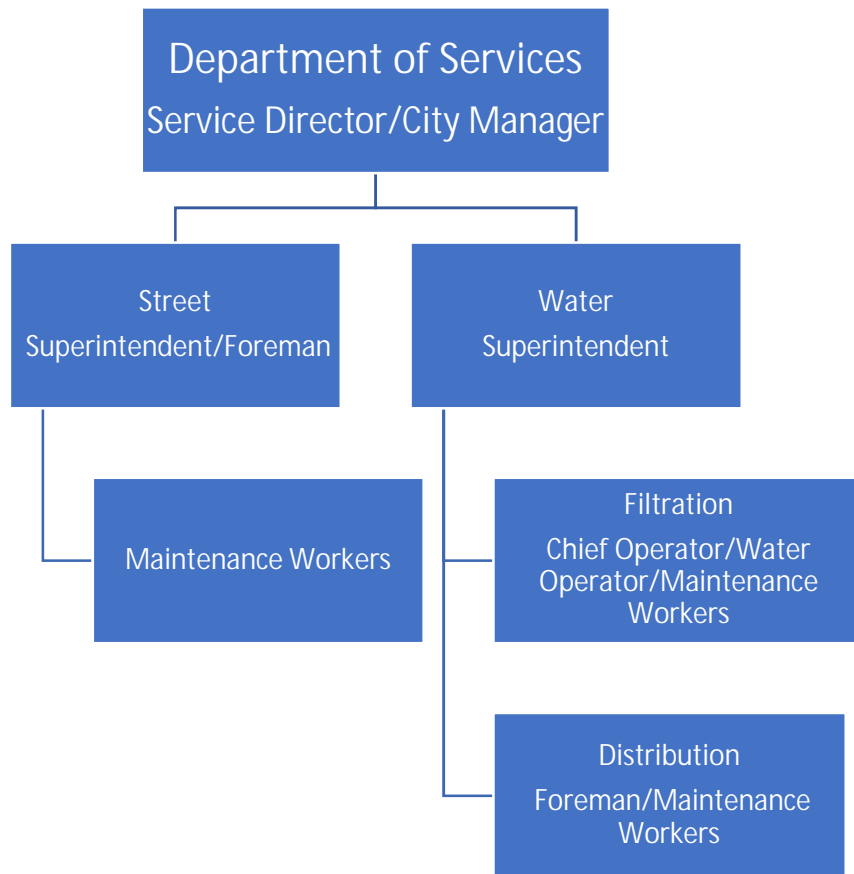
Local 2024 Vice-President

Staff Representative

Date: _____

APPENDIX A

ORGANIZATIONAL CHART



APPENDIX B
Authorization for Union Dues Deduction

AUTHORIZATION FOR LABOR UNION DUES DEDUCTION	
American Federation of State, County and Municipal Employees, AFL-CIO OC 8/ Local 2024 Telephone	
I, the undersigned, hereby authorize my Employer to check off and deduct from my payroll an amount equal to dues, remitting directly to the AFSCME AFL-CIO OC/8 Local 2024	
(PLEASE PRINT)	
Place of Employment	
Name	
Home Address	
City	Zip
Home Phone	Mobile Phone
Email Address	
Classification	
Department	
Signature	Date
Mail this original to AMSCME, AFL-CIO OC/8 Local 2024. This card is kept Confidential.	

AUTHORIZATION FOR LABOR UNION DUES DEDUCTION	
American Federation of State, County and Municipal Employees, AFL-CIO OC 8/ Local 2024 Telephone	
I, the undersigned, hereby authorize my Employer to check off and deduct from my payroll an amount equal to dues, remitting directly to the AFSCME AFL-CIO OC/8 Local 2024	
(PLEASE PRINT)	
Place of Employment	
Name	
Home Address	
City	Zip
Home Phone	Mobile Phone
Email Address	
Classification	
Department	
Signature	Date
Present this original to your auditor.	

APPENDIX C

APPENDIX C **CBA Insurance - Opt Out Form**

APPENDIX D
Wage Information

The rates shown in the following grids do not include individual adjustments resulting from training, license premiums, longevity and merit compensation, subject to Appendix F Healthcare and Wages Reopener.

Wage Grids:

The following grid represents the wage scale for the following full-time positions.

Maintenance Worker I

Maintenance Worker II

	2025
A	\$ 28.20
B	\$ 25.64
C	\$ 24.33
D	\$ 23.42

The following grid represents the wage scale for the following full-time positions.

Maintenance Worker II - Floater

Maintenance Worker III

	2025
A	\$ 29.04
B	\$ 27.25
C	\$ 25.64
D	\$ 25.03

The following grid represents the wage scale for the following full-time positions.

Street Foreman

Distribution Foreman

2025
\$ 31.97

The following grid represents the wage scale for the following full-time positions.

Chief Operator

2025
\$ 32.89

All Part-time employees within the bargaining unit shall be compensated in accordance with the part time rates outlined in the codified ordinances. Part time employees shall receive the same amount of percentage increase as full time employees on January 1 of each year of this Agreement.

APPENDIX E
Grievance Form

AFSCME, AFL-CIO OC 8/Local 2024

PLEASE PRINT OR TYPE. Attach separate sheets if needed.

Name of Grievant: _____ Date: _____

Classification: _____ Assignment: _____

Date and time of Incident: _____

Description of Grievance: _____

Articles and Sections of Agreement Violated: _____

Remedy Requested: _____

Grievant Signature: _____ Date: _____

Received by: _____ Date: _____

	Date	By	Accepted	Rejected
Step #1	_____	_____	_____	_____
Step #2	_____	_____	_____	_____
Step #3	_____	_____	_____	_____
Step #4	_____	_____	_____	_____
Step #5	_____	_____	_____	_____

APPENDIX F
Healthcare and Wages Re-Opener

All aspects of Article 28 Health Insurance, Article 30 Wages and Appendix D will be re-opened for negotiation with the understanding and agreement that parties will agree to submit any or all issues in dispute on healthcare and wages to conciliation with conciliation scheduled for the hearing to be held on or before October 14, 2025. This mutual agreement to proceed directly to conciliation supersedes the procedures set forth in 4117-9-04, 4117-9-05, and 4117-9-06 of the Administrative Code, and in divisions (C)(2) to (C)(6), (D), and (G) of section 4117.15 of the Revised Code as permitted by OAC 4117-9-03 (A). This will allow for open enrollment in November 2025.



TO: Mayor Tapp and City Council
FROM: Edward Widman
RE: Ordinance No. 2024-54 (*submitted by Matt Lasko*)
DATE: December 18, 2024

Subject Matter/Background

Ordinance No. 2024-54 authorizes the annual position and salary schedule for non-charter positions within the City. Modifications to the position and salary schedule are suggested based on wage increases, collective bargaining agreements and changes to state and federal law. The 2025 budget includes the updated annual salaries based on a 5% salary increase for all non-bargaining employees.

Full-Time Position and Salary Schedule - The modifications to ranges in Exhibit "B" of the ordinance have been adjusted to reflect current base salaries and salary increases. Part-Time and Seasonal Position Salary Schedule - Minimum wage has been modified from \$10.45 to \$10.70 per hour to reflect the 2025 State of Ohio minimum wage rate. Increases in rates does not automatically trigger an increase for employees. Personnel action, with authorization by the City Manager, is still necessary for any rate increases to take effect.

Financial Review

The change to the position and salary schedule reconciles the payroll within the 2025 adopted budget.

Legal Review

The matter has been reviewed, follows normal administrative procedure and is properly before you.

Recommendation

if Council is in agreement with the request, a motion adopting Ordinance No. 2024-54 is in order.

[Ordinance No. 2024-54 Salary Schedule \(2025\) \(2\).docx](#)

[Ordinance No. 2024-54 Exh 1 Salary Schedule \(1\).docx](#)

[Ordinance No. 2024-54 Exh 2 Salary Schedule.docx](#)

ORDINANCE NO. 2024-54
Introduced by Mark Claus

AN ORDINANCE AMENDING HURON CODIFIED ORDINANCE SECTION 161.04 (A), EXHIBIT "A" POSITION AND SALARY SCHEDULE AND DECLARING AN EMERGENCY

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That Section 164.04 (a) Exhibit "A" Position and Salary Schedule of the Codified Ordinances of the City of Huron, Ohio having been previously adopted in Ordinance No. 2023-47 on December 12, 2023, WHICH CURRENTLY READS AS FOLLOWS, (refer to Exhibit "1" attached) shall be and hereby is amended.

SECTION 2. That, Section 164.04 (a) Exhibit "A" Position and Salary Schedule, of the Codified Ordinances of the City of Huron, Ohio is hereby amended to read as follows (refer to Exhibit "2" attached).

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including O. R.C. 121.22.

SECTION 4. To implement the established salary to take effect January 1, 2022, this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and general welfare; wherefore, this Ordinance shall be in full force and effect from and immediately after its passage.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

EXHIBIT "1"

161.04 POSITION AND SALARY SCHEDULE.

(a) The position and salary schedule, marked Exhibit "A", which is attached hereto and made a part of this Code shall be effective as of January 1, 2023.

(b) The Personnel Officer, in conjunction with department and division heads and subject to the approval of the City Manager, shall annually review and make recommendations to Council for changes in the following schedule.

(c) The adopted position and salary schedule shall provide the basis for compensation of all municipal employees. The City Manager shall adopt an administrative policy, subject to approval of the City Council, to address those positions which are in existence and have not attained the minimum base salary range or have exceeded the maximum base salary range. A position may be assigned a salary lower than the minimum base salary range or higher than the maximum base salary range provided for that salary grade of that position, but is subject to administrative policy. Prior to appointment of a new employee, the City Manager shall consult the position and salary schedule for determination of placement within the relevant classification. Appointments shall normally be made at the minimum rate for the specified pay scale. Evaluation of an appointee's qualifications and experience shall be considered and may provide the basis for compensation in excess of the minimum base salary.

(d) Salary increases within an established range shall not be automatic, but can be given on the following bases:

- (1) A merit increase recommended, in writing, to the City Manager by the appropriate department or division head and approved by the City Manager. Such a recommendation is to be based on standards of performance or other pertinent data.
- (2) A merit increase recommended and approved by the City Manager. Such a recommendation is to be based on standards of performance or other pertinent data.
- (3) An across the board increase granted to all salaried employees and recommended by the City Manager.
- (4) A change in the employee's classification.

(e) Salary increases granted on the basis of subsection (d)(1), (2) and (3) hereof are dependent on the provisions of moneys appropriated in the annual appropriation ordinance. Salary increases granted on the basis of subsection (d)(1) and (2) hereof shall not be granted to an employee more frequently than once in each six months. No salary advancement shall be given before the employee completes the first six months of his probationary period. However, when the minimum salary for the particular position is increased during such employee's probationary period, such employee shall be compensated at such higher salary from the date of the passage of the salary ordinance.

(f) The salary rate established for an employee shall represent his total remuneration, not including reimbursement for official travel and except as otherwise provided, in this chapter (overtime pay, cost-of-living allowance, premium pay and/or on-call status). No reward, gift or other thing of value received from any source for the performance of his duties shall be retained by an employee. Notwithstanding the foregoing, employees of the Police Division, during off-duty time, may accept special duty assignments for police work only when authorized by the Police Chief.

(g) Whenever an employee works for a period less than the regularly established number of hours per day, days per week or weeks per month, the amount paid shall be proportionate to the time actually employed.

(h) All full-time salaried employees except department heads, administrative employees and Fire Division employees shall be compensated for each hour worked in excess of forty hours per week at a rate equal to one and one-half times their straight rate.

All full-time employees of the Fire Division shall be compensated for each hour worked in excess of 212 hours during any twenty-eight day work period at a rate equal to one and one-half times their straight rate.

Authorization of all overtime shall be under the control of the City Manager. If any fulltime salaried employee, other than department and division heads, requests the City Manager to grant compensatory time off in lieu of compensation for such employee's authorized overtime, the City Manager shall be authorized but not required to allow such request.

The City Manager shall be authorized, but not required, to grant compensatory time off to those administrative employees not entitled to overtime compensation at such times and to such extent that the City Manager, in his sole discretion deems justifiable under the circumstances relating to each such administrative employee.

(i) (EDITOR'S NOTE: This subsection was repealed by Ordinance 1988-2, passed January 25, 1988.)

(j) Except as otherwise provided in any one or more controlling collective bargaining agreements, each employee of the Division of Utilities and of the Division of Streets and Parks, when placed on an "on call" basis by the department or division head, shall receive compensation in addition to his regular salary in an amount equal to two (2) hours of such employee's regular rate for each such twenty-four (24) hour period that the employee is on call. Such "on call" pay shall be in addition to pay for actual hours worked on call.

(Ord. 1976-35. Passed 12-13-76; Ord. 1980-10. Passed 2-4-80; Ord. 1982-2. Passed 1-25-82; Ord. 1983-30. Passed 11-28-83; Ord. 1985-20. Passed 7-22-85; Ord. 1985-32. Passed 12-16-85; Ord. 1986-2. Passed 1-13-86; Ord. 2014-33. Passed 12-23-14. Ord. 2012-61. Passed 11-22-22.)

EXHIBIT “A”

**CITY OF HURON
FULL TIME POSITION AND SALARY SCHEDULE**

		BASE SALARY RANGE	
POSITION TITLE	Pay Scale	Min.	Max.
Water Superintendent	5	\$65,000	\$90,000
Planning Director			
Personnel Officer			
Parks and Recreation Director			
Parks and Recreation Operations Manager	4	\$55,000	\$80,000
Technology Manager			
Assistant Finance Director			
Clerk of Court			
Parks and Municipal Ground Coordinator	3	\$45,000	\$65,000
Boat Basin Facility Manager			
Executive Administrative Assistant/Clerk of Council			
Permit Technician/Administrative Assistant			
Finance Specialist			
Probation Officer	2	\$35,000	\$55,000
Zoning Inspector - FT			
Deputy Clerk of Court			
Administrative Assistant - Communications			
Parks Maintenance Worker I	1	\$35,500	\$35,500
Municipal Judge			
Administrative Assistant	1	\$25,000	\$40,000

Supplemental Salary Schedule			
		BASE SALARY RANGE	
POSITION TITLE	Pay Scale	Min.	Max.
Information Technology Manager	VIII	\$57,000	\$95,000

Part Time and Seasonal Position Salary Schedule		
	BASE SALARY RANGE	
POSITION TITLE	Min.	Max.
Prosecutor	\$20,000	\$50,000
Personnel Officer		
Deputy Court Clerk	\$10.45/hr.	\$20.00/hr.
Police/Dispatch Secretary		
Police Officer		
Court Bailiff/Court Security Officer		
Finance Clerk		
Customer Service Clerk		
General Maintenance Worker	\$10.45/hr.	\$24.00/hr.
Zoning Inspector - PT		
Administrative Assistant		
Street Maintenance		
Parks Maintenance	\$10.45/hr.	\$16.00/hr.
Recreation		
Dockhand		
Basic EMT/FF	\$12.00/hr.	\$15.00/hr.
Basic Paramedic/FF	\$15.00/hr.	\$18.00/hr.

(Ord. 2023-47; Passed 12-12-23)

EXHIBIT “2”

161.04 POSITION AND SALARY SCHEDULE.

(a) The position and salary schedule, marked Exhibit “A”, which is attached hereto and made a part of this Code shall be effective as of January 1, 2025.
(Ord. 2024-54. Passed 12-18-24)

(b) The Personnel Officer, in conjunction with department and division heads and subject to the approval of the City Manager, shall annually review and make recommendations to Council for changes in the following schedule.

(c) The adopted position and salary schedule shall provide the basis for compensation of all municipal employees. The City Manager shall adopt an administrative policy, subject to approval of the City Council, to address those positions which are in existence and have not attained the minimum base salary range or have exceeded the maximum base salary range. A position may be assigned a salary lower than the minimum base salary range or higher than the maximum base salary range provided for that salary grade of that position, but is subject to administrative policy. Prior to appointment of a new employee, the City Manager shall consult the position and salary schedule for determination of placement within the relevant classification. Appointments shall normally be made at the minimum rate for the specified pay scale. Evaluation of an appointee's qualifications and experience shall be considered and may provide the basis for compensation in excess of the minimum base salary.

(d) Salary increases within an established range shall not be automatic, but can be given on the following bases:

- (1) A merit increase recommended, in writing, to the City Manager by the appropriate department or division head and approved by the City Manager. Such a recommendation is to be based on standards of performance or other pertinent data.
- (2) A merit increase recommended and approved by the City Manager. Such a recommendation is to be based on standards of performance or other pertinent data.
- (3) An across the board increase granted to all salaried employees and recommended by the City Manager.
- (4) A change in the employee's classification.

(e) Salary increases granted on the basis of subsection (d)(1), (2) and (3) hereof are dependent on the provisions of moneys appropriated in the annual appropriation ordinance. Salary increases granted on the basis of subsection (d)(1) and (2) hereof shall not be granted to an employee more frequently than once in each six months. No salary advancement shall be given before the employee completes the first six months of his probationary period. However, when the minimum salary for the particular position is increased during such employee's probationary period, such employee shall be compensated at such higher salary from the date of the passage of the salary ordinance.

(f) The salary rate established for an employee shall represent his total remuneration, not including reimbursement for official travel and except as otherwise provided, in this chapter (overtime pay, cost-of-living allowance, premium pay and/or on-call status). No reward, gift or other thing of value received from any source for the performance of his duties shall be retained by an employee. Notwithstanding the foregoing, employees of the Police Division, during off-duty time, may accept special duty assignments for police work only when authorized by the Police Chief.

(g) Whenever an employee works for a period less than the regularly established number of hours per day, days per week or weeks per month, the amount paid shall be proportionate to the time actually employed.

(h) All full-time salaried employees except department heads, administrative employees and Fire Division employees shall be compensated for each hour worked in excess of forty hours per week at a rate equal to one and one-half times their straight rate.

All full-time employees of the Fire Division shall be compensated for each hour worked in excess of 212 hours during any twenty-eight day work period at a rate equal to one and one-half times their straight rate.

Authorization of all overtime shall be under the control of the City Manager. If any fulltime salaried employee, other than department and division heads, requests the City Manager to grant compensatory time off in lieu of compensation for such employee's authorized overtime, the City Manager shall be authorized but not required to allow such request.

The City Manager shall be authorized, but not required, to grant compensatory time off to those administrative employees not entitled to overtime compensation at such times and to such extent that the City Manager, in his sole discretion deems justifiable under the circumstances relating to each such administrative employee.

(i) (EDITOR'S NOTE: This subsection was repealed by Ordinance 1988-2, passed January 25, 1988.)

(j) Except as otherwise provided in any one or more controlling collective bargaining agreements, each employee of the Division of Utilities and of the Division of Streets and Parks, when placed on an "on call" basis by the department or division head, shall receive compensation in addition to his regular salary in an amount equal to two (2) hours of such employee's regular rate for each such twenty-four (24) hour period that the employee is on call. Such "on call" pay shall be in addition to pay for actual hours worked on call.

(Ord. 1976-35. Passed 12-13-76; Ord. 1980-10. Passed 2-4-80; Ord. 1982-2. Passed 1-25-82; Ord. 1983-30. Passed 11-28-83; Ord. 1985-20. Passed 7-22-85; Ord. 1985-32. Passed 12-16-85; Ord. 1986-2. Passed 1-13-86; Ord. 2014-33. Passed 12-23-14. Ord. 2012-61. Passed 11-22-22.)

EXHIBIT “A”

CITY OF HURON

FULL TIME POSITION AND SALARY SCHEDULE

		BASE SALARY RANGE	
POSITION TITLE	Pay Scale	Min.	Max.
Planning Director	5	\$65,000	\$90,000
Planning & Zoning Manager			
Personnel Officer			
Parks and Recreation Director			
Parks and Recreation Operations Manager	4	\$55,000	\$80,000
Technology Manager			
Assistant Finance Director			
Clerk of Court			
Parks and Recreation Program Manager			
Parks and Municipal Grounds Coordinator			
Boat Basin Facility Manager	3	\$45,000	\$67,000
Executive Administrative Assistant/Clerk of Council			
Permit Technician/Administrative Assistant			
Finance Specialist			
Probation Officer			
Zoning Inspector - FT			
Deputy Clerk of Court	2	\$35,000	\$55,000
Administrative Assistant - Communications			
Parks Maintenance Worker I			
Municipal Judge	1	\$35,500	\$35,500
Administrative Assistant	1	\$25,000	\$40,000

Supplemental Salary Schedule			
		BASE SALARY RANGE	
POSITION TITLE	Pay Scale	Min.	Max.
Water Superintendent		\$65,000	\$98,000
Information Technology Manager	VIII	\$57,000	\$95,000

Part Time and Seasonal Position Salary Schedule		
	BASE SALARY RANGE	
POSITION TITLE	Min.	Max.
Prosecutor	\$20,000	\$50,000
Personnel Officer		
Deputy Court Clerk	\$10.70/hr.	\$20.00/hr.
Police/Dispatch Secretary		
Police Officer		
Court Bailiff/Court Security Officer		
Finance Clerk		
Customer Service Clerk		
General Maintenance Worker	\$10.70/hr.	\$24.00/hr.
Zoning Inspector - PT		
Administrative Assistant		
Street Maintenance		
Parks Maintenance	\$10.70/hr.	\$16.00/hr.
Recreation		
Dockhand		
Basic EMT/FF	\$12.00/hr.	\$15.00/hr.
Basic Paramedic/FF	\$15.00/hr.	\$18.00/hr.

(Ord. 2024-54; Passed 12-18-24)



TO: Mayor Tapp and City Council
FROM: Edward Widman
RE: Ordinance No. 2024-55 (*submitted by Matt Lasko*)
DATE: December 18, 2024

Subject Matter/Background

This ordinance amends Codified Ordinance Section 161.04.1 - Salaries of the Law Director, Finance Director Services Director, Fire Chief and Police Chief and is required annually or as needed to reflect the maximum base salary of these specific positions in order to remain in compliance for the reconciliation of the payroll process. The maximum base salaries respective to the Finance Director and Service Director were increased from 2024 to reflect wage increases similar to the average annual salary increases in the City's collective bargaining agreements. Any annual salary increases within the administration, if any, are determined by the City, which may or may not be consistent with a Cost-of-Living Adjustment formula or current Collective Bargaining Agreements. The salary for position of Law Director reflects the terms of the contract with Seeley Savidge Ebert & Gourash LLP. There was no increase in base salary for the City Manager. The position of Fire Chief is vacant. The Fire Chief's maximum base salary remains consistent with the Police Chief's salary for 2025.

Financial Review

This ordinance reconciles the reflected positions and increases the maximum base salaries for the positions of Finance Director, Law Director, Service Director, and Chief of Police, which are included in the 2025 budget.

Legal Review

The matter has been reviewed, follows normal administrative procedure and is properly before you.

Recommendation

If Council is in agreement with the request, a motion adopting Ordinance No. 2024-55 is in order.

[Ordinance No. 2024-55 Salary Schedule Chartered Positions \(2\).docx](#)

ORDINANCE NO. 2024-55
Introduced by Mark Claus

AN ORDINANCE AMENDING SECTION 161.04.1 OF THE ADMINISTRATIVE CODE OF THE CODIFIED ORDINANCES AND DECLARING AN EMERGENCY

WHEREAS, Huron City Council removed the positions of Law Director, Finance Director, Service Director, Fire Chief and Police Chief from the Position and Salary Schedule in Codified Ordinance Section 161.04(a) by the adoption of Ordinance 2014-19 on August 12, 2014; and

WHEREAS, Section 161.04.1 was established by the adoption of Ordinance No. 2023-48 on December 12, 2023; and

WHEREAS, the positions and salaries must be reviewed and reconciled annually or as needed to acknowledge and ensure compliance and compensation authorization;

NOW, THEREFORE, BE IT ORDAINED, BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That Codified Ordinance §161.04.1 WHICH CURRENTLY READS AS FOLLOWS, shall be and hereby is amended:

161.04.1 FULL TIME SALARIES OF THE LAW DIRECTOR, FINANCE DIRECTOR, SERVICE DIRECTOR, FIRE CHIEF, AND POLICE CHIEF.

The following positions and commensurate salaries are in effect January 1, 2024:

<u>Position</u>	<u>Base Salary</u>
Law Director	\$150,000.00
Finance Director	\$115,000.00
Service Director	\$115,000.00
Fire Chief	\$105,000.00
Police Chief	\$105,000.00

(Ord. 2023-48. Passed 12-12-23)

SECTION 2. That Codified Ordinance §161.04.1 of the Codified Ordinances of the City of Huron, Ohio is hereby amended, effective January 1, 2025, to read as follows:

<u>Position</u>	<u>Maximum Base Salary</u>
Law Director	\$150,000.00
Finance Director	\$121,000.00
Service Director	\$119,000.00
Fire Chief	\$105,000.00
Police Chief	\$105,000.00

(Ord. 2024-55. Passed 12-18-24)

SECTION 3. That this Council hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of the Council and that all deliberations of this

Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. § 121.22

SECTION 4. To implement the established salary to take effect on January 1, 2025, this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and general welfare for the effective administration of City affairs; wherefore, this Ordinance shall be in full force and effect from and immediately after its passage.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



TO: Mayor Tapp and City Council
FROM: Todd Schrader
RE: Ordinance No. 2024-56 (**first reading**) (*submitted by Todd Schrader*)
DATE: December 18, 2024

Subject Matter/Background

Ordinance No. 2024-56 establishes a new Section 1131.11 (Outdoor Lighting Regulations) that will address both existing and new outdoor lighting on residential properties. Its purpose is to address reported issues of light trespass and is not intended to regulate existing exterior fixtures.

The ordinance requires that all new and existing outdoor light fixtures installed and maintained on residential properties:

- shall not be directed at the property of another or unreasonably shine, glare, reflect or project light onto the property of another;
- an outdoor light fixture that is not shielded shall be turned off between the hours of 9pm and sunrise, except when used for security purposes or to illuminate private walkways, roads or driveways, in which case such fixture shall be equipped with a motion detector for activation and deactivation;
- the use of flashing, rotating, or moving outdoor light fixtures are prohibited, except for an outdoor light fixture used as a holiday light display (limited to 0-260 lumens).
- all new outdoor light fixtures installed after the effective date of this Ordinance shall be fully shielded.

This ordinance would NOT apply to:

- an outdoor light fixture of 1-260 lumens (does not have to be shielded);
- an outdoor light fixture of 261-1000 lumens must be at least partially shielded (opaque top and translucent sides, provided its light source is not visible);
- an outdoor light fixture used predominantly for lighting objects (facades, landscaping, displays and statuary, which shall be installed and aimed as to inhibit light projecting past the light being illuminated).

A redline markup of Chapter 1131 is attached hereto as Exhibit 1, and the Planning Commission Staff Report is attached hereto as Exhibit 2.

Financial Review

There is no financial impact relating to this legislation.

Legal Review

The matter has been reviewed, follows normal administrative procedure and is properly before you.

Recommendation

If Council is in agreement with the request, a motion placing Ordinance No. 2024-56 on its first reading is in order.

[Ordinance No. 2024-56 Exh 1 REDLINE Light Trespass Chapter 1131 New Section 1131.11.pdf](#)

[Ordinance_No._2024-56_Exh_2_Planning_Commission_Staff_Report_Recommendation_to_Council.pdf](#)

[Ordinance No. 2024-56 Add Section 1131.11 Light Trespass \(3\).docx](#)

CHAPTER 1131 Landscape Requirements

- [1131.01](#) Purpose.
- [1131.02](#) Landscape plan requirements.
- [1131.03](#) Selection, installation and maintenance of plant materials.
- [1131.04](#) General landscape design standards.
- [1131.05](#) Parking lot landscaping.
- [1131.06](#) Buffer yards.
- [1131.07](#) Screening requirements.
- [1131.08](#) Tree preservation.
- [1131.09](#) Approval process for required landscaping, fences and walls.
- [1131.10](#) Flexibility.

1131.11 Outdoor Lighting Regulations.

[Appendix A](#) - Buffer Yard Requirements.

CROSS REFERENCES

- Conformance with Performance Standards - see P. & Z. Chap. [1121.06](#)
- Nonconformity - see P. & Z. Chap [1121.07](#)
- Residence Districts - see P. & Z. Chap. [1123](#)
- Non-residence Districts - see P. & Z. Chap. [1125](#)
- Mixed-use Districts - see P. & Z. Chap. [1127](#)
- Sign Regulations - see P. & Z. Chap. [1131](#)
- Off-street Parking and Loading Regulations - see P. & Z. Chap. [1133](#)

1131.11 OUTDOOR LIGHTING REGULATIONS.

(a) Definitions.

- (1) "Light Source" means a component that produces light, including a light bulb.
- (2) "Light Fixture" means an assembly including a light source and a housing or other structure that holds the light source.
- (3) "Fully Shielded" means a quality of a light fixture where light emitted therefrom is projected below the horizontal plane.

(b) Purpose.

The purpose of this Section is to regulate the selection, installation, configuration, placement, and use of outdoor light fixtures to inhibit light projected from an outdoor light fixture from unreasonably shining, glaring, reflecting, or projecting onto the property of another ("Light Trespass").

(c) General Requirements.

- (1) New and Existing Outdoor Light Fixtures. All new and existing outdoor light fixtures installed and maintained upon residential properties are subject to the following requirements:

- A. An outdoor light fixture shall not be directed at the property of another or unreasonably shine, glare, reflect or project light onto the property of another.
- B. An outdoor light fixture that is not fully shielded shall be turned off between 9:00 p.m. Eastern Standard Time and sunrise, except when used for security or aesthetic purposes or to illuminate private walkways, roads or driveways, in which case such outdoor light fixture shall be equipped with a motion sensor for activation and deactivation.
- C. The use of flashing, rotating, or moving outdoor light fixtures is prohibited, except for an outdoor light fixture used as holiday light displays where each light source of such outdoor light fixture has an output of 0-260 lumens.
- D. Light trespass shall be reduced to the maximum extent feasible, and it is encouraged to project light from an outdoor light fixture downward (rather than upward or horizontal) with the intention of projecting light on the ground, and if needed to comply with this Ordinance, by using adequate shielding of light fixtures, motion sensors, light sensors, or timers.

- (2) New Outdoor Light Fixtures. All new outdoor light fixtures installed after the effective date of this Ordinance and thereafter maintained on residential property shall be fully shielded, are subject to the following requirements:

- A. An outdoor light fixture shall be fully shielded.
- B. An outdoor light fixture shall not be aimed more than 45 degrees from straight down.

(d) Exceptions.

Commented [MW1]: I removed this so that only security lights can be on after 9pm, and all other lights are off during these times.

Commented [ML2]: Are Christmas lights distinguished from this? An exception?

Commented [MW3R2]: This should address Christmas lights.

Formatted: Indent: Left: 1.25", No bullets or numbering

Commented [ML4]: If the light is fully shielded, what do we care about the angle? Item A seems to be a catch all in my opinion.

Commented [MW5R4]: Good point. 2A is now incorporated into 2. 2B now removed.

D-R-A-F-T

(+) The requirements of Section (c)(2)(A) for new outdoor light fixtures do not apply to the following:

A(1) An outdoor light fixture where each light source of such outdoor light fixture has a maximum output of 0-260 lumens, which may be unshielded. xx[Matt Waters comment: with reference to incandescent lights, the wattage = lumens/15. This is equivalent to about 0-17.33 watts. Christmas light bulbs are about 7 watts. I got this lumen range from another city's ordinance. This also means the lights can be unshielded, and thus you will see the light source. However since section (c)(1)A still applies, they still can't direct the lights at the property of another or unreasonably shine, glare, reflect or project light onto the property of another]xx

B(2) An outdoor light fixture where each light source of such outdoor light fixture has a maximum output of 261-1000 lumens xx[Matt Waters comment: equivalent to about 17.33-66.66 watt incandescent]xx, which shall be at least partially shielded by having an opaque top and translucent sides, provided its light source is not visible.

(2)(3) The requirements of Section (c)(2)(B) do not apply to an outdoor light fixture used predominantly for lighting objects including but not limited to facades, landscaping, fountains, displays and statuary, which shall be so installed and aimed as to inhibit light projecting past the object being illuminated.

(c) In addition to the requirements set forth herein, an outdoor light fixture shall be installed in conformity with all other applicable provisions of the codified Ordinances of the City of Huron, Ohio.

xx[Todd Schrader to Matt Waters: Can you please check Ordinances – it is my understanding that commercial/zoning codes already prohibit light being cast upon residential areas just to make sure nothing more needs to be added here (maybe a cross reference to the commercial sections for posterity

xx[Matt Waters comment: Here is what I found:]xx

- A. 1125.06(b)(4) - P-1 Off-Street Parking District: "All lighting used to illuminate an off-street parking area shall be arranged so as to reflect the light away from adjoining premises in any R District."
- B. 1126.15(d)(6) - Self-Service Storage and Mini-Storage; Lighting: "All lights shall be shielded to direct light onto the established buildings and away from adjacent property, but may be of sufficient intensity to discourage vandalism and theft. All lights shall be mounted at a height not exceeding that of the building."
- C. 1126.17 REGULATIONS FOR INDUSTRIAL GREENHOUSES. This is a comprehensive ordinance dealing with indoor greenhouse lighting and has many definitions relating to the shielding, lumens, etc., and requires the submission of lighting plans to city manager.
- D. 1127.05(a)(4) - Mixed Use District - DEVELOPMENT STANDARDS AND CRITERIA: "Off-street Parking. The layout of parking areas, service areas, and related entrances, exits, signs,

Formatted: Indent: Left: 0.5", No bullets or numbering

Commented [MW6]: Added to take into account fixtures, such as Christmas string lights, that have multiple bulbs each less than 260 lumens, but in aggregate would be more than 260 lumens.

Formatted

Commented [ML7]: Looks like this might address my concern on holiday lights.

Commented [MW8R7]: This only addresses Christmas lights not needing to be fully shielded. Flashing Christmas lights are addressed in amendments to (c)(1)C.

D-R-A-F-T

lighting, noise sources or other potentially adverse influences shall be designed and located to prevent and avoid adverse impacts to the Mixed Use Development as well as those areas adjacent to the Development.”

- E. 1127.09 (i) - Mixed Use – Granary District: “Lighting within the district shall be employed in such a manner as to prevent glare or direct light onto adjacent residential property.”
- F. 1129.06(j) - (Sign) Design and construction standards: “All signs in business and industrial districts may be illuminated provided that light sources to illuminate such signs shall be shielded from all adjacent residential buildings and streets, and shall not be of such brightness so as to cause glare hazardous to pedestrians or motorists, or as to cause reasonable objection from adjacent residential districts.”
- G. 1129.07(a)2 - Sign Illumination Standards: “Signs shall be permitted to be illuminated in compliance with the following: A. Light sources shall be shielded from all adjacent buildings and streets. B. Lights shall not be of such brightness so as to cause glare that is hazardous to pedestrians or motorists. C. Light shall be directed in a way to reduce glare and light distribution or trespass onto adjacent properties. Light intrusion and dispersion efforts shall be in effect to mitigate adverse effects of light trespass and glare onto residential properties.”
- H. 1131.07(c)(1)C and (c)(2)E - SCREENING REQUIREMENTS (Landscaping for outdoor storage and display areas for commercial building or residential subdivision) - “Lighting shall be placed and appropriately shielded as to not adversely impact adjacent properties.”
- I. 1131.07(d) - SCREENING REQUIREMENTS: “Drive-Thru drive aisles abutting residential districts. Any portion of a drive-thru facility or aisle shall be screened from view when adjacent to residential properties in order to minimize the impact of exterior site lighting...from the vantage point of the residential property”
- J. 1133.16(f) - IMPROVEMENT AND MAINTENANCE STANDARDS (off-street Parking and loading regulations) - “Wherever a parking lot or garage is to be used during darkness, lighting shall be installed to provide an adequate standard of illumination over the entire parking lot and access or drive aisles within the parking area. All lights shall be shielded as to minimize glare will extend to adjacent property.”
- K. 1139.01 PLANNING COMMISSION REVIEW - “Upon the filing of an application for a building permit for every building or structure, other than a single family or a two-family dwelling, the applicant shall also submit a site development plan...including ... G. Lighting plan for the site including style and intensity of all parking lot and building mounted lights.”

xx[Todd Schrader to Matt Waters: Chapter 1313 already requires lighting plan, so not as much of a threat on commercial – but give it a look, please.]xx – xx[Matt Waters comment: see below]xx

- L. 1313.02 MINIMUM REQUIREMENTS FOR CONSTRUCTION - “Upon the filing of an application for a building permit for every building or structure, other than a single-family or a two-family dwelling, the applicant shall also submit a site development plan to the Zoning Inspector/Building Official. The site development plan shall include the following information...G. Lighting plan for the site including style and intensity of all parking lot and building mounted lights.”



TO: City Manager Matt Lasko
FROM: Christine Gibboney, Administrative Assistant
RE: Planning Commission Recommendation on Amendment to Chapter 1131 Landscape Requirements- Outdoor Lighting Regulations/Light Trespass
DATE: November 21, 2024

Planning Commission Recommendation: Code Amendment- Chapter 1131-Landscape Requirements- New Section- 1131.11 Outdoor Lighting Regulations

At the regular meeting of November 20, 2024, the Planning Commission reviewed the proposed new section of Chapter 1131- Section 1131.11 Outdoor Lighting Regulations. Mr. Matthew Waters of SSEG was in attendance to review the proposed amendment.

Members discussed the implication of the code as it relates to existing and new exterior lighting, how the public will be made aware of this new regulation, and how the city will be enforcing same.

Staff explained by having this ordinance in place, the city will have a code that provides general requirements and standards for residential lighting in order to address reports of Light Trespass.

- While the code will apply to all new and existing outdoor lighting on residential properties, it's purpose is to address reported issues of Light Trespass, and not to regulate existing exterior fixtures.
- Staff explained that reference information on this section will be added to the Residential Zoning Application, as it will apply to those doing new builds, additions, etc. - projects that require zoning permits.
- As the Department understands the purpose, staff would not be looking for or issuing violation notices to all existing non-conforming lighting.
- There is currently no zoning permit application to add/change exterior lighting currently, nor would staff recommend there be a permit application associated with this new section.
- Staff would be referencing this section to address a neighbor complaint of light trespass and provide a Notice of Violation and Order to Correct based on the regulations. If the Notice of Violation and Order to Correct is ignored, staff would report the case to the Police Department to handle through the General Offenses Code.

The Planning Commission made a motion to recommend approval of the amendment, as proposed, to City Council.

ORDINANCE NO. 2024-56
Introduced by William Biddlecombe

AN ORDINANCE AMENDING CHAPTER 1131 (LANDSCAPE REQUIREMENTS) OF THE CODIFIED ORDINANCE OF HURON, OHIO TO ESTABLISH A NEW SECTION 1131.11 (OUTDOOR LIGHTING REGULATIONS).

WHEREAS, the Council hereby determined the changes and amendment set forth within this Ordinance are in the best interest of the City of Huron and its citizens.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That Chapter 1131 (Landscape Requirements) is hereby amended to add new Section 1131.11, as follows:

“1131.11 OUTDOOR LIGHTING REGULATIONS.

(a) Definitions.

- (1) “Light Source” means a component that produces light, including a light bulb.
- (2) “Light Fixture” means an assembly including a light source and a housing or other structure that holds the light source.
- (3) “Fully Shielded” means a quality of a light fixture where light emitted therefrom is projected below the horizontal plane.

(b) Purpose.

The purpose of this Section is to regulate the selection, installation, configuration, placement, and use of outdoor light fixtures to inhibit light projected from an outdoor light fixture from unreasonably shining, glaring, reflecting, or projecting onto the property of another (“Light Trespass”).

(c) General Requirements.

- (1) New and Existing Outdoor Light Fixtures. All new and existing outdoor light fixtures installed and maintained upon residential properties are subject to the following requirements:
 - A. An outdoor light fixture shall not be directed at the property of another or unreasonably shine, glare, reflect or project light onto the property of another.
 - B. An outdoor light fixture that is not fully shielded shall be turned off between 9:00 p.m. Eastern Standard Time and sunrise, except when used for security purposes or to illuminate private walkways, roads or driveways, in which case such outdoor

light fixture shall be equipped with a motion sensor for activation and deactivation.

- C. The use of flashing, rotating, or moving outdoor light fixtures is prohibited, except for an outdoor light fixture used as holiday light displays where each light source of such outdoor light fixture has an output of 0-260 lumens.
 - D. Light trespass shall be reduced to the maximum extent feasible, and it is encouraged to project light from an outdoor light fixture downward (rather than upward or horizontal) with the intention of projecting light on the ground, and if needed to comply with this Ordinance, by using adequate shielding of light fixtures, motion sensors, light sensors, or timers.
- (2) New Outdoor Light Fixtures. All new outdoor light fixtures installed after the effective date of this Ordinance and thereafter maintained on residential property shall be fully shielded.

(d) Exceptions.

The requirements of Section (c)(2) for new outdoor light fixtures do not apply to the following:

- (1) An outdoor light fixture where each light source of such outdoor light fixture has a maximum output of 0-260 lumens, which may be unshielded.
 - (2) An outdoor light fixture where each light source of such outdoor light fixture has a maximum output of 261-1000 lumens, which shall be at least partially shielded by having an opaque top and translucent sides, provided its light source is not visible
 - (3) An outdoor light fixture used predominantly for lighting objects including but not limited to facades, landscaping, fountains, displays and statuary, which shall be so installed and aimed as to inhibit light projecting past the object being illuminated.
- (e) In addition to the requirements set forth herein, an outdoor light fixture shall be installed in conformity with all other applicable provisions of the codified Ordinances of the City of Huron, Ohio."

and shall be, and hereby is, adopted and thereafter shall be in full force and effect.

SECTION 2. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including O.R.C. §121.22.

SECTION 3. In accordance with Section 3.06 of the Charter of the City of Huron, Ohio, this Ordinance shall take effect thirty (30) days following its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



TO: Mayor Tapp and City Council
FROM: Matthew Lasko
RE: Ordinance No. 2024-57 (*submitted by Matt Lasko*)
DATE: December 18, 2024

Subject Matter/Background

Ordinance No. 2024-57 requests the Council's authorization for changes to the annual budget appropriations and cash transfers between funds. Please refer to Exhibit "A" of the ordinance for the detailed breakdown.

Financial Review

See Exhibit "A" for financial review and details of supplemental appropriations and cash transfers.

Legal Review

The matter has been reviewed, follows normal administrative procedure and is properly before you.

Recommendation

If Council is in agreement with the request, a motion adopting Ordinance No. 2024-57 is in order.

[Ordinance No. 2024-57 Final Appropriations Ordinance \(2\).docx](#)

[Ordinance No. 2024-57 Exh A Final Appropriations_001.pdf](#)

ORDINANCE NO. 2024-57

Introduced by Joel Hagy

AN ORDINANCE AMENDING ORDINANCE NO. 2023-49, ADOPTED ON DECEMBER 12, 2023, TO PROVIDE FOR SUPPLEMENTAL APPROPRIATIONS FROM THE GENERAL FUND AND OTHER FUNDING SOURCES AND TO PROVIDE FOR CASH TRANSFERS.

WHEREAS, pursuant to Ordinance No. 2023-49, adopted December 12, 2023, Huron City Council adopted the annual budget for the fiscal year ending December 31, 2024 for the operations of all City departments and offices; and

WHEREAS, Council has established various funds for the financial operation of the City, and through the current fiscal year certain funds have been determined to have insufficient funds and certain Funds have been determined to have excess funds; and

WHEREAS, it is necessary to amend the budget to reflect supplemental appropriations, and appropriation transfers and cash transfers between funds to accommodate the operational needs of certain City departments and offices and to assure all funds of the City are in proper balance.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That Exhibit "A" of Ordinance 2023-49, adopted on the 12th day of December 2023, as amended by Ordinance No. 2024-3 adopted on February 13, 2024, as amended by Ordinance No. 2024-6 adopted on February 27, 2024, amended by Ordinance No. 2024-23 adopted on June 11, 2024, and as amended by Ordinance No. 2024-36 adopted on July 23, 2024, as amended by Ordinance No. 2024-41 adopted on August 27, 2024, as amended by Ordinance No. 2024-43 adopted on September 8, 2024, as amended by Ordinance No. 2024-44 adopted on October 22, 2024, as amended by Ordinance No. 2024-46 adopted on November 12, 2024, as amended by Ordinance No. 2024-52 adopted on November 26, 2024, and as amended by Ordinance No. 2024-53 adopted on December 10, 2024, is hereby amended to provide for supplemental appropriations, appropriation transfers and cash transfers between funds as to each fund set forth in Exhibit "A" attached hereto and made a part hereof.

SECTION 2. That the Director of Finance and the City Manager are hereby authorized to expend the funds herein appropriated for the purpose of paying the operating expenses of the City for the fiscal year ending December 31, 2024, to make cash transfers between and among those certain funds of the City, and to make the necessary entries on the accounting records of the City to reflect the appropriations and expenditures herein authorized to properly balance the various funds of the City.

SECTION 3. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including O.R.C. §121.22.

SECTION 4. That in accordance with Section 3.06 of the Charter of the City of Huron, appropriation ordinances shall take effect immediately; WHEREFORE, this Ordinance shall take effect immediately upon its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

<p style="text-align: center;">CITY OF HURON BUDGET APPROPRIATION ADJUSTMENTS - FINAL SUMMARY SHEET</p>

DATE:	12/18/2024
ORDINANCE:	2024-57

Appropriation Measure and Increase in Estimated Resources

Reason for Appropriation Measure and Cash Transfers

The following appropriation measures are necessary in order to ensure the City is in compliance with State law. Expenditures plus encumbrances cannot exceed total appropriations (budget) per fund at the end of the year. The appropriation adjustments on the following pages are budget transfers among City funds and account line items to align appropriations with actual expenditures plus encumbrances for 2024. Total budget transfers/budget adjustments result in a net increase of \$2,244,078 to total appropriations for all funds in 2024. The net increase is mostly due to the increases in the Electric Fund to offset timing issues at year end, an increase from the Water Operating Fund to the Water Capital Fund, an increase to the Fire Levy Fund to cover increases in Fire OT and FLSA OT. General Fund in the amount of \$200,000. These advances are necessary to offset cash deficits expected at the end of the year in the Garbage Fund and Debt Service Fund. Both funds will be at a positive balance in early 2025. The advances will then be repaid to the General Fund. All funds with net budget increases have sufficient cash balances and reserves to accommodate supplemental appropriations. Explanations on other notable increases include:

In accordance with the Ohio Revised Code, Council must approve supplemental appropriations, budget transfers above the City's legal level of control, advances and cash transfers between funds.

FINAL APPROPRIATIONS 2024

GENERAL FUND

110

Police Department	Current	Adjustment	Final
Personnel Services	\$ 1,514,698	\$ (15,000)	\$ 1,499,698
Other Expenses	\$ 285,375	\$ 5,000	\$ 290,375
Department Total:	\$ 1,800,073	\$ (10,000)	\$ 1,790,073
Police and Fire Communications	Current	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 85,000	\$ -	\$ 85,000
Department Total:	\$ 85,000	\$ -	\$ 85,000
General Service	Current	Adjustment	Final
Personnel Services	\$ 81,453	\$ (20,000)	\$ 61,453
Other Expenses	\$ 60,000	\$ -	\$ 60,000
Department Total:	\$ 141,453	\$ (20,000)	\$ 121,453
Building and Inspections	Current	Adjustment	Final
Personnel Services	\$ 231,071	\$ (15,000)	\$ 216,071
Other Expenses	\$ 141,100	\$ -	\$ 141,100
Department Total:	\$ 372,171	\$ (15,000)	\$ 357,171
Information Technology	Current	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 60,000	\$ (10,000)	\$ 50,000
Department Total:	\$ 60,000	\$ (10,000)	\$ 50,000
City Manager	Current	Adjustment	Final
Personnel Services	\$ 154,242	\$ (25,000)	\$ 129,242
Other Expenses	\$ 5,400	\$ -	\$ 5,400
Department Total:	\$ 159,642	\$ (25,000)	\$ 134,642
Human Resources	Current	Adjustment	Final
Personnel Services	\$ 71,123	\$ 20,000	\$ 91,123
Other Expenses	\$ 21,500	\$ (15,000)	\$ 6,500
Department Total:	\$ 92,623	\$ 5,000	\$ 97,623
Finance Department	Current	Adjustment	Final
Personnel Services	\$ 107,544	\$ -	\$ 107,544
Other Expenses	\$ 23,000	\$ -	\$ 23,000
Department Total:	\$ 130,544	\$ -	\$ 130,544
Income Tax Department	Current	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 126,250	\$ 25,000	\$ 151,250
Department Total:	\$ 126,250	\$ 25,000	\$ 151,250

FINAL APPROPRIATIONS 2024			
Law Director	Current	Adjustment	Final
Personnel Services	\$ 83,222	\$ -	\$ 83,222
Other Expenses	\$ 110,000	\$ (50,000)	\$ 60,000
Department Total:	\$ 193,222	\$ (50,000)	\$ 143,222
City Council	Current	Adjustment	Final
Personnel Services	\$ 72,639	\$ -	\$ 72,639
Other Expenses	\$ 12,000	\$ -	\$ 12,000
Department Total:	\$ 84,639	\$ -	\$ 84,639
Municipal Court	Current	Adjustment	Final
Personnel Services	\$ 265,776	\$ (20,000)	\$ 245,776
Other Expenses	\$ 17,000	\$ -	\$ 17,000
Department Total:	\$ 282,776	\$ (20,000)	\$ 262,776
Public Buildings	Current	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 148,215	\$ (20,000)	\$ 128,215
Department Total:	\$ 148,215	\$ (20,000)	\$ 128,215
Administrative Support	Current	Adjustment	Final
Personnel Services	\$ 100	\$ -	\$ 100
Other Expenses	\$ 574,175	\$ (10,000)	\$ 564,175
Department Total:	\$ 574,275	\$ (10,000)	\$ 564,275
Operating Transfers Out	Current	Adjustment	Final
Transfers Out	\$ 2,259,425	\$ 200,000	\$ 2,459,425
Advances Out	\$ 100,000	\$ -	\$ 100,000
Department Total:	\$ 2,359,425	\$ 200,000	\$ 2,559,425
Total GENERAL FUND:	\$ 6,610,308	\$ 50,000	\$ 6,660,308
SPECIAL WARRANTS	111		
	Current	Adjustment	Final
Personnel Services	\$ 3,045	\$ -	\$ 3,045
Other Expenses	\$ -	\$ -	\$ -
Transfers Out	\$ -	\$ -	\$ -
Total SPECIAL WARRANTS:	\$ 3,045	\$ -	\$ 3,045
GARBAGE, RECYCLING, YARD WASTE FUND	201		
	Appropriation	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 960,000	\$ -	\$ 960,000
Transfers Out	\$ -	\$ -	\$ -
Total GARBAGE, RECYCLING, YARD WASTE FUND:	\$ 960,000	\$ -	\$ 960,000

FINAL APPROPRIATIONS 2024			
PROPERTY MAINTENANCE FUND			
202			
	Appropriation	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 163,823	\$ -	\$ 163,823
Transfers Out	\$ -	\$ -	\$ -
Total PROPERTY MAINTENANCE FUND:	\$ 163,823	\$ -	\$ 163,823
PARKS AND RECREATION FUND			
207			
	Appropriation	Adjustment	Final
Personnel Services	\$ 416,418	\$ -	\$ 416,418
Other Expenses	\$ 244,429	\$ -	\$ 244,429
Transfers Out	\$ 28,000	\$ -	\$ 28,000
Total PARKS AND RECREATION FUND:	\$ 688,847	\$ -	\$ 688,847
BOAT BASIN			
210			
	Current	Adjustment	Final
Personnel Services	\$ 112,445	\$ -	\$ 112,445
Other Expenses	\$ 99,820	\$ -	\$ 99,820
Transfers Out	\$ 4,500	\$ -	\$ 4,500
Total BOAT BASIN:	\$ 216,765	\$ -	\$ 216,765
HURON PARKS FOUNDATION			
211			
	Current	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 20,000	\$ -	\$ 20,000
Transfers Out	\$ -	\$ -	\$ -
Total HURON PARKS FOUNDATION:	\$ 20,000	\$ -	\$ 20,000
STREET MAINTENANCE FUND			
212			
	Current	Adjustment	Final
Personnel Services	\$ 421,287	\$ -	\$ 421,287
Other Expenses	\$ 427,917	\$ -	\$ 427,917
Transfers Out	\$ 58,000	\$ -	\$ 58,000
Total STREET MAINTENANCE FUND:	\$ 907,204	\$ -	\$ 907,204
STATE HIGHWAY			
213			
	Current	Adjustment	Final
Personnel Services	\$ 32,157	\$ -	\$ 32,157
Other Expenses	\$ 17,000	\$ -	\$ 17,000
Transfers Out	\$ -	\$ -	\$ -
Total STATE HIGHWAY:	\$ 49,157	\$ -	\$ 49,157

FINAL APPROPRIATIONS 2024			
SPECIAL FIRE LEVY			
	214		
	Current	Adjustment	Final
Personnel Services	\$ 2,085,389	\$ 102,000	\$ 2,187,389
Other Expenses	\$ 513,632	\$ (50,000)	\$ 463,632
Transfers Out	\$ 394,000	\$ -	\$ 394,000
Total SPECIAL FIRE LEVY:	\$ 2,993,021	\$ 52,000	\$ 3,045,021
STREET LIGHTING			
	215		
	Current	Adjustment	Final
Personnel Services	\$ 33,567	\$ (2,000)	\$ 31,567
Other Expenses	\$ 159,700	\$ 2,000	\$ 161,700
Transfers Out	\$ -	\$ -	\$ -
Total STREET LIGHTING:	\$ 193,267	\$ -	\$ 193,267
COURT COMPUTER FUND			
	216		
	Current	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 75,000	\$ -	\$ 75,000
Transfers Out	\$ -	\$ -	\$ -
Total COURT COMPUTER FUND:	\$ 75,000	\$ -	\$ 75,000
COURT CAPITAL PROJECTS			
	217		
	Current	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 50,000	\$ -	\$ 50,000
Transfers Out	\$ -	\$ -	\$ -
Total COURT CAPITAL PROJECTS:	\$ 50,000	\$ -	\$ 50,000
INDIGENT ALCOHOL TREATMENT			
	218		
	Current	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 1,000	\$ -	\$ 1,000
Transfers Out	\$ -	\$ -	\$ -
Total INDIGENT ALCOHOL TREATMENT:	\$ 1,000	\$ -	\$ 1,000
ENFORCEMENT/EDUCATION			
	219		
	Current	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 5,000	\$ -	\$ 5,000
Transfers Out	\$ -	\$ -	\$ -
Total ENFORCEMENT/EDUCATION:	\$ 5,000	\$ -	\$ 5,000

FINAL APPROPRIATIONS 2024			
POLICE RESOURCE OFFICER		220	
	Current	Adjustment	Final
Personnel Services	\$ 75,182	\$ 6,000	\$ 81,182
Other Expenses	\$ -	\$ -	\$ -
Transfers Out	\$ -	\$ -	\$ -
Total POLICE RESOURCE OFFICER:	\$ 75,182	\$ 6,000	\$ 81,182
INDIGENT DRIV INTERLOCK & ALCO		222	
	Current	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 1,000	\$ -	\$ 1,000
Transfers Out	\$ -	\$ -	\$ -
Total INDIGENT DRIV INTERLOCK & ALCO:	\$ 1,000	\$ -	\$ 1,000
MARINE PATROL GRANT		225	
	Current	Adjustment	Final
Personnel Services	\$ 23,349	\$ 1,000	\$ 24,349
Other Expenses	\$ 15,069	\$ -	\$ 15,069
Transfers Out	\$ -	\$ -	\$ -
Total MARINE PATROL GRANT:	\$ 38,418	\$ 1,000	\$ 39,418
ARPA FUND		227	
	Current	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 238,711	\$ -	\$ 238,711
Transfers Out	\$ -	\$ -	\$ -
Total ARPA FUND:	\$ 238,711	\$ -	\$ 238,711
MANDATORY TRUST FINE		270	
	Current	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 54	\$ -	\$ 54
Transfers Out	\$ -	\$ -	\$ -
Total MANDATORY TRUST FINE:	\$ 54	\$ -	\$ 54
CONTRABAND FORFEITURE		271	
	Current	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 7,500	\$ -	\$ 7,500
Transfers Out	\$ -	\$ -	\$ -
Total CONTRABAND FORFEITURE:	\$ 7,500	\$ -	\$ 7,500

FINAL APPROPRIATIONS 2024			
PROBATION FUND			
	272		
	Current	Adjustment	Final
Personnel Services	\$ 41,181	\$ 500	\$ 41,681
Other Expenses	\$ 950	\$ -	\$ 950
Transfers Out	\$ -	\$ -	\$ -
Total PROBATION FUND:	\$ 42,131	\$ 500	\$ 42,631
FIRE PENSION FUND			
	274		
	Current	Adjustment	Final
Personnel Services	\$ 320,250	\$ -	\$ 320,250
Other Expenses	\$ 890	\$ -	\$ 890
Transfers Out	\$ -	\$ -	\$ -
Total FIRE PENSION FUND:	\$ 321,140	\$ -	\$ 321,140
POLICE PENSION FUND			
	275		
	Current	Adjustment	Final
Personnel Services	\$ 260,000	\$ -	\$ 260,000
Other Expenses	\$ 1,326	\$ -	\$ 1,326
Transfers Out	\$ -	\$ -	\$ -
Total POLICE PENSION FUND:	\$ 261,326	\$ -	\$ 261,326
ECONOMIC DEVELOPMENT FUND			
	277		
	Current	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 51,000	\$ -	\$ 51,000
Transfers Out	\$ -	\$ -	\$ -
Total ECONOMIC DEVELOPMENT FUND:	\$ 51,000	\$ -	\$ 51,000
EMPLOYEE BENEFIT RESERVE FUND			
	298		
	Current	Adjustment	Final
Personnel Services	\$ 80,000	\$ 4,000	\$ 84,000
Other Expenses	\$ -	\$ -	\$ -
Transfers Out	\$ -	\$ -	\$ -
Total EMPLOYEE BENEFIT RESERVE FUND:	\$ 80,000	\$ 4,000	\$ 84,000
EMPLOYEE BENEFIT RESERVE - WATER			
	299		
	Current	Adjustment	Final
Personnel Services	\$ 30,000	\$ -	\$ 30,000
Other Expenses	\$ -	\$ -	\$ -
Transfers Out	\$ -	\$ -	\$ -
Total EMPLOYEE BENEFIT RESERVE - WATER:	\$ 30,000	\$ -	\$ 30,000

FINAL APPROPRIATIONS 2024			
G.O. BOND RETIREMENT		301	
	Current	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 719,637	\$ 188,000	\$ 907,637
Transfers Out	\$ -	\$ -	\$ -
Total G.O. BOND RETIREMENT:	\$ 719,637	\$ 188,000	\$ 907,637
CAPITAL IMPROVEMENT		401	
	Current	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 6,499,573	\$ -	\$ 6,499,573
Transfers Out	\$ -	\$ -	\$ -
Total CAPITAL IMPROVEMENT:	\$ 6,499,573	\$ -	\$ 6,499,573
CAPITAL EQUIPMENT RESERVE & REPLACEMENT		403	
	Current	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 481,000	\$ -	\$ 481,000
Transfers Out	\$ -	\$ -	\$ -
Total CAPITAL EQUIPMENT RESERVE & REPLACEMENT:	\$ 481,000	\$ -	\$ 481,000
RYE BEACH TIF		420	
	Current	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 79,300	\$ -	\$ 79,300
Transfers Out	\$ -	\$ -	\$ -
Total RYE BEACH TIF:	\$ 79,300	\$ -	\$ 79,300
SAWMILL CREEK IMPROVEMENT TIF		421	
	Current	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 787,235	\$ (633,452)	\$ 153,783
Transfers Out	\$ -	\$ -	\$ -
Total SAWMILL CREEK IMPROVEMENT TIF:	\$ 787,235	\$ (633,452)	\$ 153,783
SAWMILL CREEK PUBLIC INFRASTRUCTURE TIF		422	
	Current	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 195,016	\$ 633,452	\$ 828,468
Transfers Out	\$ -	\$ -	\$ -
Total SAWMILL CREEK PUBLIC INFRASTRUCTURE TIF:	\$ 195,016	\$ 633,452	\$ 828,468

FINAL APPROPRIATIONS 2024			
WATER BOND RETIREMENT		602	
	Current	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 229,734	\$ -	\$ 229,734
Transfers Out	\$ -	\$ -	\$ -
Total WATER BOND RETIREMENT:	\$ 229,734	\$ -	\$ 229,734
WATER CAPITAL PROJECTS		603	
	Current	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 14,587,000	\$ -	\$ 14,587,000
Transfers Out	\$ -	\$ -	\$ -
Total WATER CAPITAL PROJECTS:	\$ 14,587,000	\$ -	\$ 14,587,000
WATER FUND		604	
	Current	Adjustment	Final
Personnel Services	\$ 1,481,882	\$ -	\$ 1,481,882
Other Expenses	\$ 945,501	\$ -	\$ 945,501
Transfers Out	\$ 205,000	\$ 500,000	\$ 705,000
Total WATER FUND:	\$ 2,632,383	\$ 500,000	\$ 3,132,383
STORM WATER FUND		605	
	Current	Adjustment	Final
Personnel Services	\$ 21,042	\$ -	\$ 21,042
Other Expenses	\$ 60,300	\$ -	\$ 60,300
Transfers Out	\$ -	\$ -	\$ -
Total STORM WATER FUND:	\$ 81,342	\$ -	\$ 81,342
ELECTRIC FUND		654	
	Current	Adjustment	Final
Personnel Services	\$ 257,961	\$ -	\$ 257,961
Other Expenses	\$ 4,500,329	\$ 1,415,000	\$ 5,915,329
Transfers Out	\$ -	\$ -	\$ -
Total ELECTRIC FUND:	\$ 4,758,290	\$ 1,415,000	\$ 6,173,290
COMMUNITY INFRASTRUCTURE FEE FUND		655	
	Current	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 435,293	\$ -	\$ 435,293
Transfers Out	\$ -	\$ -	\$ -
Total COMMUNITY INFRASTRUCTURE FEE FUND:	\$ 435,293	\$ -	\$ 435,293

FINAL APPROPRIATIONS 2024			
COMPUTER REPAIR & MAINTENANCE		701	
	Current	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 75,000	\$ -	\$ 75,000
Transfers Out	\$ -	\$ -	\$ -
Total COMPUTER REPAIR & MAINTENANCE:	\$ 75,000	\$ -	\$ 75,000
HEALTHCARE		703	
	Current	Adjustment	Final
Personnel Services	\$ 1,626,848	\$ -	\$ 1,626,848
Other Expenses	\$ 1,560	\$ -	\$ 1,560
Transfers Out	\$ -	\$ -	\$ -
Total HEALTHCARE:	\$ 1,628,408	\$ -	\$ 1,628,408
DEVELOPER DEPOSITS FUND		850	
	Current	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ -	\$ -	\$ -
Transfers Out	\$ -	\$ -	\$ -
Total DEVELOPER DEPOSITS FUND:	\$ -	\$ -	\$ -
HURON JOINT RECREATION DISTRICT		860	
	Current	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 453,242	\$ -	\$ 453,242
Transfers Out	\$ -	\$ -	\$ -
Total HURON JOINT RECREATION DISTRICT:	\$ 453,242	\$ -	\$ 453,242
STATE PATROL		863	
	Current	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 16,000	\$ -	\$ 16,000
Transfers Out	\$ -	\$ -	\$ -
Total STATE PATROL:	\$ 16,000	\$ -	\$ 16,000
DAMAGED STRUCTURE FUND		870	
	Appropriation	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ -	\$ 22,578	\$ 22,578
Transfers Out	\$ -	\$ -	\$ -
Total DAMAGED STRUCTURE FUND:	\$ -	\$ 22,578	\$ 22,578
HURON RESCUE SQUAD		876	
	Current	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 28,500	\$ -	\$ 28,500
Transfers Out	\$ -	\$ -	\$ -

FINAL APPROPRIATIONS 2024			
Total HURON RESCUE SQAUD:	\$ 28,500	\$ -	\$ 28,500

FINAL APPROPRIATIONS 2024			
UNCLAIMED FUNDS	899		
	Current	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ -	\$ 5,000	\$ 5,000
Transfers Out	\$ -	\$ -	\$ -
Total UNCLAIMED FUNDS:	\$ -	\$ 5,000	\$ 5,000
GRAND TOTAL	\$ 47,770,702	\$ 2,244,078	\$ 50,013,930

There shall be, and there are hereby, monies transferred from various funds in the amounts not to exceed those stated below:

Transfer Amount:	Transfer From:	Transfer To:
\$ 100,000	Fund 110 - General Fund	Fund 201 - Garbage Recycling Fund*
\$ 22,500	Fund 110 - General Fund	Fund 202 - Prop. Maint. Fund
\$ 100,000	Fund 110 - General Fund	Fund 212 - Street Maint. Fund
\$ 200,000	Fund 110 - General Fund	Fund 214 - Fire Levy Fund
\$ 36,725	Fund 110 - General Fund	Fund 224 - K-9 Fund
\$ 15,200	Fund 110 - General Fund	Fund 225 - Marine Patrol Fund
\$ 160,000	Fund 110 - General Fund	Fund 275 - Police Pension Fund
\$ 60,000	Fund 110 - General Fund	Fund 298 - Employee Benefit Fund
\$ 825,000	Fund 110 - General Fund	Fund 301 - Debt Service Fund*
\$ 600,000	Fund 110 - General Fund	Fund 401 - Capital Improvement Fund
\$ 195,000	Fund 110 - General Fund	Fund 403 - Capital Equipment Fund
\$ 45,000	Fund 110 - General Fund	Fund 701 - Information Tech. Fund
\$ 100,000	Fund 110 - General Fund	Fund 703 - HC Fund
\$ 8,000	Fund 207 - Parks and Rec Fund	Fund 298 - Employee Benefit Fund
\$ -	Fund 207 - Parks and Rec Fund	Fund 403 - Capital Equipment Fund^
\$ 4,500	Fund 210 - Boat Basin Fund	Fund 298 - Employee Benefit Fund
\$ 8,000	Fund 212 - Street Maint. Fund	Fund 298 - Employee Benefit Fund
\$ 50,000	Fund 212 - Street Maint. Fund	Fund 403 - Capital Equipment Fund
\$ 266,000	Fund 214 - Fire Levy Fund	Fund 274 - Fire Pension Fund
\$ 25,000	Fund 214 - Fire Levy Fund	Fund 298 - Employee Benefit Fund
\$ 100,000	Fund 214 - Fire Levy Fund	Fund 403 - Capital Equipment Fund
\$ 3,000	Fund 214 - Fire Levy Fund	Fund 701 - Information Tech. Fund
\$ 5,000	Fund 604 - Water Fund	Fund 299 - Water Employee Benefit Fund
\$ 100,000	Fund 604 - Water Fund	Fund 602 - Water Debt Service Fund
\$ 600,000	Fund 604 - Water Fund	Fund 603 - Water Capital Fund*
\$ 3,528,925		

*Increase/New

^Reduced to \$0

There shall be, and there are hereby, monies advanced from various funds in the amounts not to exceed those stated below:

Advance Amount:	Advance From:	Advance To:
\$ 100,000	Fund 110 - General Fund	Fund 202 - Prop Maint
\$ 100,000		



TO: Mayor Tapp and City Council
FROM: Matthew Lasko
RE: Ordinance No. 2024-58 (*submitted by Matt Lasko*)
DATE: December 18, 2024

Subject Matter/Background

In accordance with the Municipal Charter, the FY 2025 City Manager's Recommended Budget was distributed for your review on November 30, 2024. This action follows the Annual Tax Budget and Finance Committee budget process. As required, a motion was passed at the November 18, 2024, meeting setting a date and time for the Public Hearing on the 2025 Recommended Budget and legal notice has been published. The Public Hearing will be held prior to the meeting on December 18, 2024, as required, in which Council must approve/deny/amend the budget as presented during the public hearing. The public hearing is in advance of Council's consideration of Ordinance 2024-58, which will authorize 2025 appropriations. A copy of the City Manager's Budget Narrative is attached hereto as Exhibit 1. The online budget book is included within the following link:

<https://stories.opengov.com/huronoh/published/-WKtBhYvf1>

Financial Review

A copy of the 2025 Budget Book as well as the supporting summarization presented to the Finance Committee as part of the 2025 Budget creation was distributed to Council on November 30, 2024. The Administration will present the budget during the public hearing scheduled for this meeting. This agenda item is lawfully adopting appropriations for the 2025 fiscal year. The 2025 initial appropriations are included in the attached exhibit.

Legal Review

The matter has been reviewed, follows normal administrative procedure and is properly before you.

Recommendation

If Council is in agreement with the request, a motion adopting Ordinance No. 2024-58 is in order.

[Ordinance No. 2024-58 Exh 1 City Manager Budget Message 2025.docx](#)

[Ordinance No. 2024-58 Adopt 2025 Budget and Initial Appropriations Ordinance \(1\).docx](#)

[Ordinance No. 2024-58 Exh A 2025 Initial Appropriations.pdf](#)



o: Huron City Council
Cc: Finance Committee, Department Heads
From: Matt Lasko, City Manager
Re: Recommended FY 2025 Budget
Date: November 30, 2024

In accordance with Section 6.05 of the Huron City Charter it is my pleasure to present you with the City Manager's Recommended FY 2025 Budget. The 2025 budget document aims to blend realistic revenue and expense projections for next year in a manner that seeks to provide a high level of services to our residents, businesses, and property owners. The 2025 budget, coupled with the Capital Improvement Plan and the updated Vision 2020 Action Plan, also serves to make recommended capital investments throughout the City.

This 2025 budget was presented through an online interactive platform, called OpenGov¹, intended to provide the reader with multiple levels of information including: a user guide, defined city policies, the budget process, fund breakdown, debt obligations, capital equipment summary, and capital improvement plan (CIP). While establishing a plan for 2025, this budget additionally forecasts the impact of its adoption through 2034. Detailed plans have been analyzed and included for all City operations on an annual basis for 2025 through 2034. Inflationary cost and revenue adjustments have been made for all departmental activities as well as inclusion of capital investment expenses over the next ten (10) years. Council went through a master plan update (included in the budget book), termed the Vision 2020 Action Plan in 2021. The CIP references various initiatives that were prioritized in the master plan to be undertaken in the next 3-5 years. We also incorporated a new column in the CIP. The CIP now labels each project as "new" or "maintenance". "New" meaning the project is more of an addition or a wish list item and "maintenance" is more of a necessity in the sense that the City already owns a project or facility that must be maintained.

The City's adopted General Fund Balance reserve policy is reflected on an annual basis through 2034. The policy requires a minimum available surplus of 15% (a maximum of 25%) of operating expenditures. Based on year-to-date activity, the City's General Fund is expected to exceed this minimum and be at or exceed 25% at year end. Without fully funding major capital projects over the next three years, the General Fund is expected to maintain a 15%+ reserve or higher through 2034. The City historically has made year end transfers from the general fund to the Capital and payroll stabilization funds (for example) but with the volatility in income tax receipts in 2024, the administration is still determining if these similar transfers can be made at year end. This reserve has a direct impact to the City's Bond Rating and spending plans and is trending in a positive direction. The City received an upgraded rating upgrade to AA2 which is the highest in the City's history.

Since the COVID-19 pandemic, fiscal controls were put into place to both protect the fiscal solvency of the City and ensure our employees and community at large were insulated from as much as harm from the pandemic as possible. Based on those measures and in combination with various aid programs and economic development activities, the City has improved its annual fiscal position while also ensuring stability during the pandemic. A great deal of this financial activity and benefit has been rooted in economic development projects - years in planning - that are beginning to positively impact the City's

¹ [Online Budget Book Link](#)

budget – and therefore operations. The City will continue to monitor these projects and related revenue streams to determine how and when additional investments can be recommended and planned for – while simultaneously exploring additional economic development projects that will benefit the community and enhance quality of life for all.

The FY 2025 Budget provides an opportunity to continue that dialogue and exploration with the ultimate goal of strong and reliable service delivery. As resources increase above the minimum General Fund reserve, the City has had the opportunity to consider additional investments in areas such as parks and recreation, economic and community development, fleet and facilities, and infrastructure. However, additional investments with General Fund reserves are becoming increasingly necessary for operational needs in areas that are traditionally supported by other taxes and contributions. The City's General Fund subsidized nearly \$500,000 of operations for the Parks and Recreation Department, Fire Department and Street Department in 2024. Additionally, with the failed income tax levy, the City has an even greater sense of urgency to either search for alternative revenue streams such as income tax or departmentally focused levies, or must develop a plan to eliminate or defer capital projects and capital equipment purchases. As shown in each department's budget summary¹, continuous increases to departmental operations is not a sustainable practice. The 2025 budget book was recommended to Council by the Finance Committee with a request to undertake a detailed review of our capital projects and capital equipment plans in order to make recommendations to the Finance Committee and Council about suggested cuts, reductions or deferred purchases.

Financial Performance – A Review 2024

General Fund Performance: Staff has projected that we will end FY 2024 with over \$1.8 million in unencumbered fund balance, a factor of 28%. Budgeting conservatively for the next ten years, the General Fund is expected to maintain an 18% or higher fund balance reserve. However, potential debt liabilities for planned capital projects, along with increased subsidies to departmental operations without additional revenue sources such as grants, low-interest loans, or increased income taxes will lower the General Fund reserve balance under 15% by 2028.

Revenues: The City's major revenue sources, such as income taxes and utility charges, have seen inflationary increases over the past few years. However, in 2024, the City's income tax is actually expected to be less than 2023 receipts and through November of 2024, is nearly 5% lower than last year (equating to approximately \$125,000). In 2021, the City was awarded with over \$700,000 in federal stimulus funds to be used on the local economy. These funds are mostly committed to downtown improvements and future economic development investments and will be fully expended by 2026. City property taxes and state states (e.g., gas tax) have remained consistent over the last 3 years, resulting in additional General Fund subsidies to various operational funds such as the Street Maintenance Fund and Parks and Recreation Fund. There is a possibility that property taxes will increase significantly due to the tri-annual property re-evaluations, but for 2025 budgetary purposes, the City is only budgeting a 3% increase to this revenue source.

Notable revenue increases in 2024 include interest earnings (+\$70,000 from 2023 and +\$275,000 from 2022) and water sales (+\$400,000 from 2022). The City also will benefit from the new tax being placed on the sale of recreational marijuana (estimated at 3% of sales) but has not yet received any revenue and the State has not yet provided guidance on how these funds will be distributed to local jurisdictions. As such, this revenue source has not been included in the 2025 budget projections.

The main source of revenue within the General Fund is the collection of an income tax on all withholdings and corporate net profits. Staff is forecasting a 3% increase in income tax collections for 2025 above our 2022 receipts. We are not assuming an increase above 2023 receipts as we are currently projected to collect over \$100,000 less this year than last. The City will need to monitor income collections closely in 2025, as the last 2 years have proven volatile and varied greatly from our projections (in a positive way in 2023 and a negative way in 2024).

Staff conservatively budgeted increases for all other revenue sources at 1-2% unless historical trends show consistency in annual revenue.

New initiatives/Revenue in 2024/2025: Two years ago, the City's Finance Committee and Council approved the first water rate increase in fifteen (15) years. Starting in 2023, water rates will increase 5% annually for ten (10) consecutive years. These rates will be studied tri-annually to determine if additional measures (in the form of increases or decreases) are warranted, with the next rate study to be undertaken in 2025. The rate increase is critical for ensuring the City's ability to maintain water security for our customers as well as undertake a series of major capital projects to ensure the long-term viability of our system. These projects include, but are not limited to, creation of a secondary water intake on the Huron River, South Main Street watermain replacement, various water line replacements, and construction of a new 2-million gallon elevated water tank on the west side of town. The City did receive a \$5 million grant from the State of Ohio to help construct a new elevated water tank and continues to aggressively seek federal, state or county funds to reduce local costs. The City was successful in receiving low interest loans for the South Main Watermain Replacement project, which was substantially completed this year.

Additionally, the Sawmill Creek Resort annexation and related development began providing new income tax revenue to the City in 2023. The City is anticipating approximately \$60,000 per year in income tax. Beginning in 2024, the City began receiving the minimum service payment of approximately \$330,000 (once reduced per compensation agreements with Huron Schools and EHOVE Career Center). These funds will be utilized to pay the debt service for 1) reimbursement to Cedar Fair for renovations to the resort, 2) serve as Huron's local contribution to the US 6 transformation, and 3) aid in the City's strategic land acquisition efforts at Oster's mobile home park. All three disbursements have been made to the appropriate projects via a debt issuance and debt repayments also commenced in 2024.

Finally, the City began work on various capital projects throughout the City. The South Main Street Corridor Streetscape is expected to begin construction in 2025 – as detailed design and engineering is ongoing. The City has been awarded over \$630,000 in grants from various agencies, including ARPA funds, to subsidize design and construction costs. The City also is expected to begin work on the Cleveland Rd. E sidewalk project which was awarded over \$775,000 in grants from the Ohio Department of Transportation, Erie County and Huron Township. The City was also awarded a grant from the Ohio Department of Natural Resources (CMAG) for design work on improvements along the lakeshore near the former Showboat property and Lake Front Park. The design process is expected to wrap up in the next 2-3 months. The City is also in the design process for Route 6 – Phase II, the 2.0M gallon elevated water tower and the secondary intake – the latter two projects are to be paid out of the water fund and low interest loans or grants and do not impact the general fund or our direct debt limits. Finally, the City will be undertaking the first major expansion of Huron Public Power (HPP), which will extend our electric utility to the base of Sawmill Parkway in order to be available to customers of the corporate park should they desire to move to HPP.

Budget 2025

The 2025 budget was built with a mindset of caution, especially with the uncertainty of current economic inflationary trends and the volatility of income tax receipts and healthcare premiums. The City is ending 2024 in a positive financial position to implement the 2025 budget, however, a great deal of work will be needed to investigate long-term sustainability of operations and capital projects due to the above-mentioned volatility. In 2024, income tax is actually projected to be lower than the previous year, which is cause for concern after years of steady growth. This is in addition to continued revenue shortfalls in other operational funds and rising healthcare costs requiring more subsidy from the General Fund in 2024 and 2025. Items of note in the 2025 budget include:

Property Tax Revenue: Real property valuations are anticipated to significantly increase in 2025. County Auditor estimates as of October 2024 however do not show much of an increase in property tax revenues to local municipalities, therefore, the City is projecting only a 3% increase in property tax proceeds for 2025 in the General Fund. Property tax revenue for the Fire Levy Fund is expected to remain generally the same. Property tax revenue for 2025 is expected to exceed \$1 million for all funds. Comments about amending revenue estimates by Budget Commission around Jan 1, 2025?

Income Tax Revenue: Staff conservatively forecasted this vitally important revenue stream for 2024 as 2024 income tax revenue is projected to be 5% less than 2023 actuals and, therefore, the City is budgeting a 3% increase in 2025 from the 2022 projections, at \$4.1 million. This is due to both 2023 and 2024 potentially being outliers in overall receipts. Staff will be monitoring income tax receipts very closely in 2025 as we make projections for 2026 and beyond.

Personnel: The 2025 budget includes no proposed additions to the City's workforce.

Parks and Recreation Revenue: Overall, Parks and Recreation budgeted revenue decreased from 2022 by \$50,000 in 2023. This is primarily due to the reduction in contributions from the Huron Joint Recreation District (HJRD) - more specifically, due to the Huron School District voting to forego its regular 10% contribution that has historically been received by HJRD. Total revenue is anticipated to remain at this level into the foreseeable future. The 2025 budget does not include the School District's contribution. Maintaining the operations of the Parks and Recreation Department is mostly dependent on the Huron Joint Recreation District's annual contribution, making up 71% of the total budget in 2025. Any net impact on HJRD contributions could result in budget cuts directly related to services provided to residents. Although parking fee revenues at Nickel Plate Beach have increased the last two years, the Parks and Recreation budget cannot financially maintain the current operational budget without additional revenues. In 2024 and continuing in 2025, the City's general fund is subsidizing personnel costs. Based on current projections, the fund balance in the Parks and Recreation Fund is expected to decrease by \$50,000 per year and fall into a deficit balance in 2029.

Capital Assets: The 2025 budget book includes the City's capital asset replacement schedule. The schedule shows the City's commitment to purchasing and maintaining adequate vehicles and equipment for City services. In 2024, the City spent close to \$250,000 on new vehicles and equipment and a new City website. The recommended 2025 budget includes the purchase of two (2) new police cruisers, one (1) new water truck, one (1) front end loader, and replacement of lifepacks (which the Township pays half) for Fire, totaling over \$300,000 in capital asset expenditures.

Capital Projects: The 2025 budget book also includes the City's current capital improvement plan.

Although the City's current capital improvement plan (totaling over \$72 million) includes over \$28 million in unfunded projects over the next ten (10) years, the City is tentatively committed to spending over \$20 million on major capital improvements in 2025 if budget permits. Major 2025 capital expenses include the east side sidewalk extension, S. Main Street streetscape engineering and construction, Rt. 6 Phase II design and commencement of construction, secondary intake design and construction commencement, and elevated water tower design and construction commencement. As previously mentioned, due to the failure of the income tax levy in 2024, the City will be evaluating its ability to undertake capital projects beyond minor maintenance in 2026 and beyond.

Debt Management: Starting in 2014, the City began a strategy to invest in critical capital infrastructure that had been underinvested in as the City recovered from the Great Recession. Utilizing historically low interest rates, close to \$15 million worth of capital was invested in critical infrastructure projects. In 2024, Moody's upgraded the City's current rating of Aa3 to Aa2. The City currently has over \$12 million in outstanding bonded debt, not inclusive of programmatic loans. As we plan for future years of investment, 2023 was the first major milestone to consider as a substantial portion of the City's debt was retired, freeing up additional resources available for debt service as well as capacity. The City took fiscally responsible steps in 2023 to develop a debt strategy for future capital needs and wants, including projects related to the Sawmill Creek Resort TIF, ConAgra redevelopment, comprehensive local street resurfacing, Huron Public Power Expansion, and Main Street redevelopment. In 2023, the City issued long-term bonds on public improvements funded through the Sawmill Creek Resort TIF and issued GO bonds in 2024 to cover the local street reconstruction of the Chaska and Old Homestead I and II neighborhoods.

Future Policy Discussions: The staff also looks forward to engaging Council in 2025 on several larger and impactful project and policy discussions including, but not limited to, the list below. The Finance Committee recommended the 2025 budget to Council and also recommended Council to further review and consider several items on the list below.

- New taxes and or levies to support essential services and public improvements in the master plan
- Storm Water Management Fee
- Electric Rates (study in progress)
- Water Rates (tri-annual review)
- Long-term dispatching strategy
- Conagra Redevelopment Service/Maintenance Facility Construction
- Capital Improvement Program Financing Plan (continued discussion)

This budget is the work product of countless hours of preparation, analysis and input from a wide variety of personnel. I appreciate the time, effort, and input of all department heads and staff members who have been instrumental in providing information, feedback and capital projections for their respective departments - and the coordination and leadership displayed by the Finance and Service Departments. I also want to thank the Finance Committee who have been tremendous stewards of the 2025 budget process and have brought forth expertise and thought-provoking considerations and dialogue.

ORDINANCE NO. 2024-58
Introduced by Monty Tapp

AN ORDINANCE MAKING APPROPRIATIONS FOR THE CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF HURON, OHIO DURING THE FISCAL YEAR ENDING DECEMBER 31, 2025.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That the municipal budget heretofore prepared and submitted to the City Council by the City Manager, presented in a Public Hearing on December 18, 2024 is hereby adopted as the appropriation ordinance for the current expenses and other expenditures of the City of Huron during the fiscal year ending December 31, 2025, and there is hereby appropriated to the various funds and accounts the amounts set forth in Exhibit "A" on file in the office of the Clerk of Council, a true and correct copy of which is hereby made a part of this Ordinance as if fully set forth in the body hereof.

SECTION 2. That those sums which are expended from the above appropriations and are repaid by any other department, any firm, person or corporation shall be considered re-appropriated for such original purpose, provided the total appropriation as increased by and such repayment shall not be exceeded.

SECTION 3. The Director of Finance is hereby authorized to draw his warrants as approved by the City Manager for payments from any of the foregoing appropriations upon receiving proper certificates and vouchers therefor, duly approved; provided, however, no warrants shall be drawn or paid for salaries or wages except for persons employed by authority of, and in accordance with, law or ordinance.

SECTION 4. That this Council hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. § 121.22

SECTION 5. That, in accordance with Section 3.06 of the Charter of the City of Huron, Ohio, this Ordinance shall take effect immediately upon its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

INITIAL APPROPRIATIONS 2025

GENERAL FUND

110

Police Department		
Personnel Services	\$ 1,634,884	
Other Expenses	\$ 291,500	
Department Total:		\$ 1,926,384

Police and Fire Communications		
Personnel Services	\$ -	
Other Expenses	\$ 60,872	
Department Total:		\$ 60,872

General Service		
Personnel Services	\$ 56,038	
Other Expenses	\$ 60,000	
Department Total:		\$ 116,038

Building and Inspections		
Personnel Services	\$ 266,041	
Other Expenses	\$ 131,850	
Department Total:		\$ 397,891

Information Technology		
Personnel Services	\$ -	
Other Expenses	\$ 60,000	
Department Total:		\$ 60,000

City Manager		
Personnel Services	\$ 127,047	
Other Expenses	\$ 6,400	
Department Total:		\$ 133,447

Human Resources		
Personnel Services	\$ 59,808	
Other Expenses	\$ 23,000	
Department Total:		\$ 82,808

Finance Department		
Personnel Services	\$ 120,759	
Other Expenses	\$ 18,500	
Department Total:		\$ 139,259

Income Tax Department		
Personnel Services	\$ -	
Other Expenses	\$ 135,000	

INITIAL APPROPRIATIONS 2025

Department Total:		\$ 135,000
--------------------------	--	-------------------

Law Director		
Personnel Services	\$ 103,665	
Other Expenses	\$ 117,720	
Department Total:		\$ 221,385

City Council		
Personnel Services	\$ 72,436	
Other Expenses	\$ 11,000	
Department Total:		\$ 83,436

Municipal Court		
Personnel Services	\$ 260,958	
Other Expenses	\$ 17,600	
Department Total:		\$ 278,558

Public Buildings		
Personnel Services	\$ -	
Other Expenses	\$ 140,898	
Department Total:		\$ 140,898

Administrative Support		
Personnel Services	\$ 100	
Other Expenses	\$ 563,026	
Department Total:		\$ 563,126

Operating Transfers Out		
Transfers Out	\$ 2,183,154	
Advances Out	\$ 150,000	
Department Total:		\$ 2,333,154

Total GENERAL FUND:		\$ 6,672,256
----------------------------	--	---------------------

SPECIAL WARRANTS 111

Personnel Services	\$ 1,045	
Other Expenses	\$ -	
Transfers Out	\$ -	
Total SPECIAL WARRANTS:		\$ 1,045

GARBAGE, RECYCLING, YARD WASTE FUND 201

Personnel Services	\$ -	
Other Expenses	\$ 1,034,582	

INITIAL APPROPRIATIONS 2025		
Transfers Out	\$ -	
Total GARBAGE, RECYCLING, YARD WASTE FUND:		\$ 1,034,582

PROPERTY MAINTENANCE FUND
202

Personnel Services	\$ -	
Other Expenses	\$ 156,310	
Transfers Out	\$ -	
Total PROPERTY MAINTENANCE FUND:		\$ 156,310

PARKS AND RECREATION FUND
207

Personnel Services	\$ 464,978	
Other Expenses	\$ 282,712	
Transfers Out	\$ 20,000	
Total PARKS AND RECREATION FUND:		\$ 767,690

BOAT BASIN
210

Personnel Services	\$ 127,087	
Other Expenses	\$ 343,870	
Transfers Out	\$ 4,500	
Total BOAT BASIN:		\$ 475,457

HURON PARKS FOUNDATION
211

Personnel Services	\$ -	
Other Expenses	\$ 20,000	
Transfers Out	\$ -	
Total HURON PARKS FOUNDATION:		\$ 20,000

STREET MAINTENANCE FUND
212

Personnel Services	\$ 431,898	
Other Expenses	\$ 412,072	
Transfers Out	\$ 50,000	
Total STREET MAINTENANCE FUND:		\$ 893,970

STATE HIGHWAY
213

Personnel Services	\$ 35,412	
Other Expenses	\$ 18,000	
Transfers Out	\$ -	
Total STATE HIGHWAY:		\$ 53,412

INITIAL APPROPRIATIONS 2025**SPECIAL FIRE LEVY****214**

Personnel Services	\$ 2,321,851	
Other Expenses	\$ 368,240	
Transfers Out	\$ 461,000	
Total SPECIAL FIRE LEVY:		\$ 3,151,091

STREET LIGHTING**215**

Personnel Services	\$ 31,012	
Other Expenses	\$ 178,450	
Transfers Out	\$ -	
Total STREET LIGHTING:		\$ 209,462

COURT COMPUTER FUND**216**

Personnel Services	\$ -	
Other Expenses	\$ 75,000	
Transfers Out	\$ -	
Total COURT COMPUTER FUND:		\$ 75,000

COURT CAPITAL PROJECTS**217**

Personnel Services	\$ -	
Other Expenses	\$ 50,000	
Transfers Out	\$ -	
Total COURT CAPITAL PROJECTS:		\$ 50,000

INDIGENT ALCOHOL TREATMENT**218**

Personnel Services	\$ -	
Other Expenses	\$ 1,000	
Transfers Out	\$ -	
Total INDIGENT ALCOHOL TREATMENT:		\$ 1,000

ENFORCEMENT/EDUCATION**219**

Personnel Services	\$ -	
Other Expenses	\$ 5,000	
Transfers Out	\$ -	
Total ENFORCEMENT/EDUCATION:		\$ 5,000

POLICE RESOURCE OFFICER**220**

Personnel Services	\$ 89,298

INITIAL APPROPRIATIONS 2025		
Other Expenses	\$ -	
Transfers Out	\$ -	
Total POLICE RESOURCE OFFICER:		\$ 89,298

INDIGENT DRIV INTERLOCK & ALCO		222
Personnel Services	\$ -	
Other Expenses	\$ 1,000	
Transfers Out	\$ -	
Total INDIGENT DRIV INTERLOCK & ALCO:	\$ 1,000	\$ 1,000

K9		224
Personnel Services	\$ -	
Other Expenses	\$ 16,000	
Transfers Out	\$ -	
Total K9:		\$ 16,000

MARINE PATROL GRANT		225
Personnel Services	\$ 25,469	
Other Expenses	\$ 17,888	
Transfers Out	\$ -	
Total MARINE PATROL GRANT:		\$ 43,357

ARPA FUND		227
Personnel Services	\$ -	
Other Expenses	\$ -	
Transfers Out	\$ -	
Total ARPA FUND:		\$ -

MANDATORY TRUST FINE		270
Personnel Services	\$ -	
Other Expenses	\$ 53	
Transfers Out	\$ -	
Total MANDATORY TRUST FINE:		\$ 53

CONTRABAND FORFEITURE		271
Personnel Services	\$ -	
Other Expenses	\$ 3,085	
Transfers Out	\$ -	
Total CONTRABAND FORFEITURE:		\$ 3,085

INITIAL APPROPRIATIONS 2025

PROBATION FUND
272

Personnel Services	\$	45,449
Other Expenses	\$	1,150
Transfers Out	\$	-
Total PROBATION FUND:		\$ 46,599

FIRE PENSION FUND
274

Personnel Services	\$	333,060
Other Expenses	\$	890
Transfers Out	\$	-
Total FIRE PENSION FUND:		\$ 333,950

POLICE PENSION FUND
275

Personnel Services	\$	279,577
Other Expenses	\$	1,326
Transfers Out	\$	-
Total POLICE PENSION FUND:		\$ 280,903

ECONOMIC DEVELOPMENT FUND
277

Personnel Services	\$	-
Other Expenses	\$	38,550
Transfers Out	\$	-
Total ECONOMIC DEVELOPMENT FUND:		\$ 38,550

EMPLOYEE BENEFIT RESERVE FUND
298

Personnel Services	\$	80,000
Other Expenses	\$	-
Transfers Out	\$	-
Total EMPLOYEE BENEFIT RESERVE FUND:		\$ 80,000

EMPLOYEE BENEFIT RESERVE - WATER
299

Personnel Services	\$	25,000
Other Expenses	\$	-
Transfers Out	\$	-
Total EMPLOYEE BENEFIT RESERVE - WATER:		\$ 25,000

G.O. BOND RETIREMENT
301

--	--

INITIAL APPROPRIATIONS 2025		
Personnel Services	\$ -	
Other Expenses	\$ 864,595	
Transfers Out	\$ -	
Total G.O. BOND RETIREMENT:		\$ 864,595

CAPITAL IMPROVEMENT		401
Personnel Services	\$ -	
Other Expenses	\$ 12,653,573	
Transfers Out	\$ -	
Total CAPITAL IMPROVEMENT:		\$ 12,653,573

CAPITAL EQUIPMENT RESERVE & REPLACEMENT		403
Personnel Services	\$ -	
Other Expenses	\$ 445,000	
Transfers Out	\$ -	
Total CAPITAL EQUIPMENT RESERVE & REPLACEMENT:		\$ 445,000

RYE BEACH TIF		420
Personnel Services	\$ -	
Other Expenses	\$ 79,392	
Transfers Out	\$ -	
Total RYE BEACH TIF:		\$ 79,392

SAWMILL CREEK IMPROVEMENT TIF		421
Personnel Services	\$ -	
Other Expenses	\$ 215,573	
Transfers Out	\$ -	
Total SAWMILL CREEK IMPROVEMENT TIF:	\$ 215,573	\$ 215,573

SAWMILL CREEK PUBLIC INFRASTRUCTURE TIF		422
Personnel Services	\$ -	
Other Expenses	\$ -	
Transfers Out	\$ -	
Total SAWMILL CREEK PUBLIC INFRASTRUCTURE TIF:		\$ -

WATER BOND RETIREMENT		602
Personnel Services	\$ -	
Other Expenses	\$ 443,248	
Transfers Out	\$ -	

INITIAL APPROPRIATIONS 2025

Total WATER BOND RETIREMENT:		\$ 443,248
-------------------------------------	--	-------------------

WATER CAPITAL PROJECTS**603**

Personnel Services	\$ -	
Other Expenses	\$ 11,940,000	
Transfers Out	\$ -	
Total WATER CAPITAL PROJECTS:		\$ 11,940,000

WATER FUND**604**

Personnel Services	\$ 1,680,607	
Other Expenses	\$ 1,008,466	
Transfers Out	\$ 555,000	
Total WATER FUND:		\$ 3,244,073

STORM WATER FUND**605**

Personnel Services	\$ 22,769	
Other Expenses	\$ 68,000	
Transfers Out	\$ -	
Total STORM WATER FUND:		\$ 90,769

ELECTRIC DEBT RETIREMENT FUND**652**

Personnel Services	\$ -	
Other Expenses	\$ 389,600	
Transfers Out	\$ -	
Total ELECTRIC DEBT RETIREMENT FUND:		\$ 389,600

ELECTRIC CAPITAL FUND**653**

Personnel Services	\$ -	
Other Expenses	\$ 2,600,000	
Transfers Out	\$ -	
Total ELECTRIC CAPITAL FUND:		\$ 2,600,000

ELECTRIC FUND**654**

Personnel Services	\$ 256,495	
Other Expenses	\$ 4,180,944	
Transfers Out	\$ 500,000	
Total ELECTRIC FUND:		\$ 4,937,439

COMMUNITY INFRASTRUCTURE FEE FUND**655**

INITIAL APPROPRIATIONS 2025

Personnel Services	\$ -	
Other Expenses	\$ 17,490	
Transfers Out	\$ -	
Total COMMUNITY INFRASTRUCTURE FEE FUND:		\$ 17,490

COMPUTER REPAIR & MAINTENANCE

701

Personnel Services	\$ -	
Other Expenses	\$ 80,000	
Transfers Out	\$ -	
Total COMPUTER REPAIR & MAINTENANCE:		\$ 80,000

HEALTHCARE

703

Personnel Services	\$ 1,957,460	
Other Expenses	\$ 1,170	
Transfers Out	\$ -	
Total HEALTHCARE:		\$ 1,958,630

DEVELOPER DEPOSITS FUND

850

Personnel Services	\$ -	
Other Expenses	\$ 20,000	
Transfers Out	\$ -	
Total DEVELOPER DEPOSITS FUND:		\$ 20,000

HURON JOINT RECREATION DISTRICT

860

Personnel Services	\$ -	
Other Expenses	\$ 465,413	
Transfers Out	\$ -	
Total HURON JOINT RECREATION DISTRICT:		\$ 465,413

STATE PATROL

863

Personnel Services	\$ -	
Other Expenses	\$ 18,000	
Transfers Out	\$ -	
Total STATE PATROL:		\$ 18,000

DAMAGED STRUCTURE FUND

870

Personnel Services	\$ -	
Other Expenses	\$ -	

INITIAL APPROPRIATIONS 2025

Transfers Out	\$ -	
Total DAMAGED STRUCTURE FUND:		\$ -

HURON RESCUE SQUAD

876

Personnel Services	\$ -	
Other Expenses	\$ 20,500	
Transfers Out	\$ -	
Total HURON RESCUE SQUAD:		\$ 20,500

UNCLAIMED FUNDS

899

Personnel Services	\$ -	
Other Expenses	\$ -	
Transfers Out	\$ -	
Total UNCLAIMED FUNDS:	\$ -	\$ -

GRAND TOTAL		\$ 54,987,365
--------------------	--	----------------------

There shall be, and there are hereby, monies transferred/advanced from various funds in the amounts not to exceed those stated below:

Transfer Amount:	Transfer From:	Transfer To:
\$ 47,954	Fund 110 - General Fund	Fund 201 - Garbage Fund
\$ 100,000	Fund 110 - General Fund	Fund 212 - Street Maint. Fund
\$ 200,000	Fund 110 - General Fund	Fund 214 - Fire Levy Fund
\$ 15,200	Fund 110 - General Fund	Fund 225 - Marine Patrol Fund
\$ 220,000	Fund 110 - General Fund	Fund 275 - Police Pension Fund
\$ 60,000	Fund 110 - General Fund	Fund 298 - Employee Benefit Fund
\$ 850,000	Fund 110 - General Fund	Fund 301 - Debt Service Fund
\$ 400,000	Fund 110 - General Fund	Fund 401 - Capital Improvement Fund
\$ 245,000	Fund 110 - General Fund	Fund 403 - Capital Equipment Fund
\$ 45,000	Fund 110 - General Fund	Fund 701 - Information Tech. Fund
\$ 20,000	Fund 207 - Parks and Rec Fund	Fund 403 - Capital Equipment Fund
\$ 4,500	Fund 210 - Boat Basin Fund	Fund 298 - Employee Benefit Fund
\$ 50,000	Fund 212 - Street Maint. Fund	Fund 403 - Capital Equipment Fund
\$ 286,000	Fund 214 - Fire Levy Fund	Fund 274 - Fire Pension Fund
\$ 15,000	Fund 214 - Fire Levy Fund	Fund 298 - Employee Benefit Fund
\$ 160,000	Fund 214 - Fire Levy Fund	Fund 403 - Capital Equipment Fund
\$ 5,000	Fund 604 - Water Fund	Fund 299 - Water Employee Benefit Fund
\$ 450,000	Fund 604 - Water Fund	Fund 602 - Water Debt Service Fund
\$ 100,000	Fund 604 - Water Fund	Fund 603 - Water Capital Fund
\$ 100,000	Fund 654 - Electric Fund	Fund 653 - Electric Capital Fund
\$ 400,000	Fund 654 - Electric Fund	Fund 652 - Electric Debt Service Fund
\$ 3,773,654		

ADVANCES

Transfer Amount:	Advance From:	Advance To:
\$ 150,000	Fund 110 - General Fund	Fund 202 - Prop Maint

INITIAL APPROPRIATIONS 2025
