



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

Tuesday, October 14, 2025 @ 6:30 PM

City Council Chambers

417 Main Street

Huron, Ohio 44839

- I. Call To Order** Moment of Silence followed by the Pledge of Allegiance to the Flag
- II. Roll Call of City Council**
- III. Approval of Minutes**
- IV. Audience Comments** Citizens may address their concerns to City Council. Please state your name and address for the recorded journal. (3-minute time limit)
- V. Mayor's Proclamation** Mayor's Proclamation commemorating the 70th Anniversary of the Huron Yacht Club.
- VI. Old Business**
 - VI.a** Ordinance No. 2025-24 (**third and final reading**) (*submitted by Chief Terry Graham*)
An ordinance amending Chapter 373 (Bicycles and Motorcycles) of the Codified Ordinances of Huron, Ohio to establish a new Section 373.12 (Impounding).
 - VI.b** Ordinance No. 2025-27 (**second reading**) (*submitted by Doug Steinwart*)
An ordinance establishing new transient dockage rates for 2026, increasing the daily rate from \$1.75/foot (\$35 minimum) to \$2.00/foot (\$40 minimum), and increasing the 3-hour flat rate from \$5 to \$10.
- VII. New Business**
 - VII.a** Ordinance No. 2025-28 (**first reading**) (*submitted by Christine Gibboney*)
An ordinance amending and restating Chapter 557 (Grass, Weeds and Vegetation) of the Codified Ordinances of Huron, Ohio.
 - VII.b** Ordinance No. 2025-29 (*submitted by Todd Schrader*)
An ordinance appointing Stuart Hamilton as City Manager, effective October 14, 2025, and authorizing a First Amendment to Employment Agreement memorializing same.
 - VII.c** Resolution No. 68-2025 (*submitted by Stuart Hamilton*)
A resolution ratifying the Interim City Manager's execution of an agreement with TruAssure Dental for dental premiums for the period of January 1, 2026 through October 1, 2027.
 - VII.d** Resolution No. 69-2025 (*submitted by Stuart Hamilton*)
A resolution ratifying the City Manager's acceptance of the proposal and execution of an agreement with Arlo (Covet Health) for the provision of health insurance coverage for 2025/2026.
 - VII.e** Resolution No. 70-2025 (*submitted by Stuart Hamilton*)

ODOT Consent Legislation allowing its annual mowing for State Route 2 and US 6 corridors including ramps and rest areas.

VII.f Resolution No. 71-2025 (*submitted by Stuart Hamilton*)

A resolution authorizing an amended Collective Bargaining Agreement with the Fraternal Order of Police/OLC/Sergeants through December 31, 2027.

VII.g Resolution No. 72-2025 (*submitted by Stuart Hamilton*)

A resolution authorizing an amended Collective Bargaining Agreement with the Fraternal Order of Police/OLC/Patrol Officers through December 31, 2027.

VII.h Resolution No. 73-2025 (*submitted by Stuart Hamilton*)

A resolution authorizing an amended Collective Bargaining Agreement with the International Association of Firefighters, Local 4168 through December 31, 2027.

VII.i Resolution No. 74-2025 (*submitted by Stuart Hamilton*)

A resolution authorizing an amended Collective Bargaining Agreement with the American Federation of State, County and Municipal Employees and Council 8, through December 31, 2027.

VIII. City Manager's Discussion

IX. Mayor's Discussion

X. For the Good of the Order

XI. Executive Session(s)

XI.a Executive session to consider the purchase of property for public purposes, the sale of property at competitive bidding, or the sale or other disposition of unneeded, obsolete, or unfit-for-use property.

XII. Adjournment



TO: Mayor Tapp and City Council
FROM: Terry Graham
RE: Ordinance No. 2025-24 **(third and final reading)** *(submitted by Chief Terry Graham)*
DATE: October 14, 2025

Subject Matter/Background

After our work session on e-bikes, scooters, low speed mobility devices etc., it was decided to enable our Police Department to confiscate these devices operated by a minor, upon offenses listed in this charter. The PD may confiscate these devices, and they will be available for pickup from the Police Department Building by the parent/guardian after an explanation of the offenses carried out. This is intended to help educate the riders on road safety and also the parents of unlawful behavior.

As an aside to this, our SRO will be implementing a new road safety program at the schools. This will be aimed at educating from a young age, the rules of the road and courtesy, and how to safely navigate sidewalks and roadways.

There have been no changes made to this legislation since its first reading on September 9, 2025.

Financial Review

There is no financial impact 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. 2025-24 on its third and final reading is in order.

[Ordinance No. 2025-24 New Chapter 373.12 Impounding Bicycles and Motorcycles.docx](#)

ORDINANCE NO. 2025-24
Introduced by William Biddlecombe

AN ORDINANCE AMENDING CHAPTER 373 (BICYCLES AND MOTORCYCLES) OF THE CODIFIED ORDINANCES OF HURON, OHIO TO ESTABLISH A NEW SECTION 373.12 (IMPOUNDING).

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 373 (Bicycles and Motorcycles) of the Codified Ordinance of Huron, Ohio is hereby amended to add a new Section 373.12 (Impounding), as set forth below:

Chapter 373 BICYCLES AND MOTORCYCLES

NEW § 373.12 IMPOUNDING.

Whenever any bicycle, electric bicycle, e-scooter, low-speed micromobility device, or electric personal assistive mobility device is operated by a minor under the age of 18 years in violation of any of the provisions of Chapters 331, 371, or 373, such bicycle, electric bicycle, e-scooter, low-speed micromobility device, or electric personal assistive mobility device may be seized by any member of the Police Department and impounded. The bicycle, electric bicycle, e-scooter, low-speed micromobility device, or electric personal assistive mobility device so impounded shall be surrendered to the parent or guardian of the minor without charge, but only after a full explanation to such parent or guardian of the reason for impounding of the bicycle, electric bicycle, e-scooter, low-speed micromobility device, or electric personal assistive mobility device. This remedy of impoundment shall be in addition to penalties provided elsewhere in the Codified Ordinances of Huron for violations of Chapters 331, 371, or 373.

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: Doug Steinwart
RE: Ordinance No. 2025-27 **(second reading)** *(submitted by Doug Steinwart)*
DATE: October 14, 2025

Subject Matter/Background

AS SUBMITTED BY DOUG STEINWART, PARKS & RECREATION DIRECTOR:

Ordinance No. 2025-27 seeks approval to increase mooring charges at the Huron Boat Basin, under the Ordinance to Section 385.01 Rules; Permits and Fees of Chapter 385 – Small Boat Mooring Harbor.

Comparison of Transient Mooring Charges

The current 2025 rate of \$1.75 per foot, per night for the Transient Mooring Charges has been in place since 2023 without an annual increase. The proposed 2026 rate increase of \$2.00 per foot, per night falls within the average going rate for transient dockage. The proposed rate increases in Transient Mooring Charges are in line with the current marina market. The potential added amenities were taken into consideration and are reflected in the newly proposed rates. The potential revenue increase based on the 2025 occupancy rate is estimated to be approximately \$5,000. This money will be used for maintenance of the marina facility. Operating a marina involves ongoing maintenance and infrastructure improvements. Increasing rates allows us to allocate funds for these essential tasks. According to industry reports, a significant percentage of marinas are adjusting their rates. While some remain stable, others are increasing rates to meet rising costs and maintain quality services. Our proposal aligns with this industry trend and ensures that the Huron Boat Basin Marina remains a preferred location for transient dockers. In addition, the \$5.00 flat charge for up to a 3-hour stay has been increased to \$10.00.

There have been no changes made to this legislation since its first reading on September 23, 2025.

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. 2025-27 on its second reading is in order.

[Ordinance No. 2025-27 Section 385.01\(a\)\(1\) 2026 Transient Dockage Mooring Fees \(2\).docx](#)

ORDINANCE NO. 2025-27

Introduced by Matt Grieves

AN ORDINANCE AMENDING AND RESTATING SECTION 385.01(a)(1) RULES; PERMIT AND FEES OF CHAPTER 385 SMALL BOAT MOORING HARBOR OF THE HURON CODIFIED ORDINANCES.

WHEREAS, this Council hereby determines the changes and amendments 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 Section 385.01(a)(1) (Rules; Permit and Fees) of Chapter 385 (Small Boat Mooring Harbor) of the Codified Ordinances of the City of Huron, Ohio, which currently reads:

(a)(1) No person shall moor a vessel at a City dock without first obtaining an official permit and berth assignment from the Dock Master, which permit shall at all times be displayed on the vessel in a manner so as to be visible from the adjoining pier or wharf. A fee shall be charged from April 1 through November 30 each year for dockage. The day period in the permit shall extend from noon to noon, and the permit shall reserve the berth for the vessel for the duration of the permit. Fees will be as follows:

Mooring Charges

Seasonal: 2025 Dockage Rates - Resident

20 ft. docks - \$48.00 per ft. = \$ 980.00

24 ft. docks - \$64.00 per ft. = \$1,584.00

30 ft. docks - \$68.00 per ft. = \$2,130.00

32 ft. docks - \$70.00 per ft. = \$2,336.00

Seasonal: 2025 Dockage Rates - Non-Resident*

20 ft. docks - \$50.00 per ft. = \$1,020.00

24 ft. docks - \$66.00 per ft. = \$1,632.00

30 ft. docks - \$72.00 per ft. = \$2,250.00

32 ft. docks - \$74.00 per ft. = \$2,464.00

Less than three (3) hours - \$5.00 flat charge (one per any 24-hour period) rate cannot be deducted for a stay lasting longer than three (3) hours,

Daily fee: \$1.75 per foot with a minimum fee of \$35.00 for dock

shall be and hereby is amended to read as follows:

(a)(1) No person shall moor a vessel at a City dock without first obtaining an official permit and berth assignment from the Dock Master, which permit shall at all times be displayed on the vessel in a manner so as to be visible from the adjoining pier or wharf. A fee shall be charged from April 1 through November 30 each year for dockage. The day period in the permit shall extend from noon to noon, and the permit shall reserve the berth for the vessel for the duration of the permit. Fees will be as follows:

Mooring Charges

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30 ft. docks - \$72.00 per ft. = \$2,250.00
32 ft. docks - \$74.00 per ft. = \$2,464.00

Less than three (3) hours - \$10.00 flat charge (one per any 24-hour period) rate cannot be deducted for a stay lasting longer than three (3) hours,

Daily fee: \$2.00 per foot with a minimum fee of \$40.00 for dock

Section 2. That a new revised and restated Section 385.01(a)(1) (Rules; Permit and Fees) of Chapter 385 (Small Boat Mooring Harbor) of the Codified Ordinance of the City of Huron shall be, and hereby is, adopted and thereafter shall be in full force and effect.

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 this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare of the residents, and to ensure the sound fiscal administration of the City of Huron; **WHEREFORE**, this Ordinance shall take effect immediately upon its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



TO: Mayor Tapp and City Council
FROM: Christine Gibboney
RE: Ordinance No. 2025-28 **(first reading)** *(submitted by Christine Gibboney)*
DATE: October 14, 2025

Subject Matter/Background

AS SUBMITTED BY CHRISTINE GIBBONEY, PLANNING & ZONING MANAGER:

With the increase in the number of grass/weed violations and mowings in the last couple of years, staff reviewed the current code language in the General Offenses Code- Chapter 557 drafting recommendations to streamline the process, reduce time and mailing costs, expedite the process for repeat offenders and increase the fees. Staff consulted with the Legal Department who have reviewed, contributed additional edits, and prepared the proposed final draft amendment for your consideration.

The current code language and process includes:

- Published notice the first two weeks of the year alerting residents of the Ordinance and their responsibility to mow & maintain grass/weeds.
- Violation determined- Violation Notice/Order to Correct mailed to owner via Certified Mail, and may be posted on door, if occupied. The code gives the owner 7 days to mow before the city has the property mowed. Currently, if the owner is a repeat offender, the city must repeat the certified mailing process each time at a cost of \$10.44 per mailing plus staff time to prepare.
- If the certified comes back undeliverable, or is not accepted by the owner, the code allows publication in the newspaper to fulfill the requirement of the notice. Generally, these notices range in cost from \$30- \$40 each. In these such instances, the code provides that if the owner has any repeat offenses, there is no need to publish any further notices within the calendar year.
- In the event the grass/weeds are not mowed by the deadline, the city has a contractor dispatched to perform the service.
- The city is invoiced by the Contractor and submits payment. Staff then prepares an invoice to the owner with additional fees as reflected in the code: *The minimum charge for all costs referenced in this Section 557.06 (a) through 557.06 (f) shall be seventy-five dollars (\$75.00) for the first hour or portion thereof, and thirty-five dollars (\$35.00) for each additional hour or portion thereof or one hundred twenty-five percent (125%) of the contractual costs whichever is greater.*

Example: \$100 invoice to the city from the Contractor, 125% of the incurred cost results in an invoice of \$125.00 to the owner. This notice is sent certified mail and provides the owner 20 days to pay.

- If the invoice is not paid, the cost is certified to the County Auditor for placement on the property tax.

Significant/Substantial proposed changes:

Change to the order of the subsections to reflect logical process order.

- Only one (1) certified Notice of Violation/Order to Correct required to an owner within a calendar year. This will save \$10 per certified mailing for repeat offenders and staff time in preparing and recording these repeat notices. We will still publish the annual notice, issue one (1) certified notice to the owner or one published notice if the certified mailed notice is returned or not signed for. No further notices for the calendar year will be required or issued; staff can dispatch the mowing contractor as needed.
- New language added to address the scenario when an owner stops the mowing contractor from performing the work. This has happened a couple times this year, when a tenant has stopped the mowing contractor and ordered them off the property, stating that they will mow. The newly drafted language provides that if the city dispatches the mowing contractor to a property, a bill shall include all costs incurred in the arranging for the abatement, including any minimum charge applied by the Contractor. These costs would be invoiced to the owner.
- Proposing an increase to the percentage fee: 150% of costs incurred for the initial invoice within the calendar year, and all subsequent invoices for that year would be 200% of incurrent costs.

Example:

Initial Invoice: \$100 invoice from the Mowing Contractor to the City, 150% of the cost incurred results in an invoice of \$150.00 to the owner.

Subsequent Invoices: \$100 invoice from the Mowing Contractor to the City, 200% of the incurrent cost results in an invoice of \$200 to the owner.

Staff would propose that this ordinance go into effect January 1, 2026.

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. 2025-28 on its first reading is in order.

[Ordinance No. 2025-28 Amend Section 557 Grass Weeds and Vegetation \(1\).docx](#)

[Ordinance No. 2025-28 Exh A.pdf](#)

[Ordinance No. 2025-28 Exh B Chapter 557 Weeds.docx](#)

ORDINANCE NO. 2025-28

Introduced by Sam Artino

AN ORDINANCE AMENDING CHAPTER 557 (GRASS, WEEDS AND VEGETATION) OF THE HURON CODIFIED ORDINANCES.

WHEREAS, this Council hereby determines the changes and amendments 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 557 (Grass, Weeds and Vegetation) of the Codified Ordinances of the City of Huron, Ohio, which currently reads (see Exhibit "A" attached hereto and made a part hereof), shall be and hereby is amended to read as follows (see Exhibit "B" attached hereto and made a part hereof).

Section 2. That a new revised and restated Chapter 557 (Grass, Weeds and Vegetation) of the Codified Ordinance of the City of Huron shall be, and hereby is, adopted and thereafter shall be in full force and effect.

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 this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare of the residents, and to ensure the sound fiscal administration of the City of Huron; **WHEREFORE**, this Ordinance shall take effect immediately upon its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

CHAPTER 557

Grass, Weeds, and Vegetation

- 557.01 Nuisance conditions prohibited.**
- 557.02 Determination of nuisance.**
- 557.03 Serving of notice to abate nuisance.**
- 557.04 Address of lot(s) to be provided.**
- 557.05 Right to entry; abatement by City.**
- 557.06 Bill to be sent to owner.**
- 557.07 Noncompliance.**
- 557.08 Weeds to be cut regularly.**
- 557.09 Penalty.**

CROSS REFERENCES

Removal of noxious weeds or litter- see Ohio R.C. 731.51

Sweeping of leaves and grass onto public way - see GEN. OFF. 521.10

557.01 NUISANCE CONDITIONS PROHIBITED.

No owner of any lots or lands located within the City shall permit upon such lots or lands noxious weeds, thistles, burdocks, jimson weeds, ragweeds, milkweeds, mulleins, poison ivy, poison oak, or other weeds of rank growth, exceeding eight inches in height, or overgrown yard grass (including front yards, side yards, and rear yards), vegetation and/or wild grass, exceeding six inches in height, which would constitute a nuisance or endanger the public health.

(Ord. 2021-18. Passed 5-11-21.)

557.02 DETERMINATION OF NUISANCE.

The County Health Commissioner or the City Manager or his nominee/designee are hereby authorized to determine if such weeds constitute a nuisance or endanger the public health.

(Ord. 2021-18. Passed 5-11-21.)

557.03 SERVING OF NOTICE TO ABATE NUISANCE.

(a) After a determination has been made as set forth in Section 557.02 that a nuisance exists or that the public health is endangered, then the County Health Commissioner or the City Manager or his nominee/ designee shall cause written notice to be served upon the owner of such lots or lands that such nuisance or endangering of the public health must be abated by cutting or destroying such weeds or grass as set forth in Section 557.01 within seven days from the date of the notice required herein. If the owners or other such persons are nonresidents or other persons whose address is known, notice shall be sent to such address; however, if the address of such owners, or other persons whether residents or nonresidents is unknown, then it shall be sufficient to publish such notice once in a newspaper of general circulation, which published notice shall be deemed to be effective for the then-existing violation of Section 557.01 any and all further violations of Section 557.01 for the then-existing balance of the calendar year, and no additional published notice(s) shall be required for future violations by such owner (for which notice is initially published in accordance with this Section 557.03) for any and all violations of Section 557.01 for the balance of the then-existing calendar year.

(b) In addition to the notice(s) outlined in Section 557.03(a), above, the City Manager or his nominee/designee may also cause a notice to be provided to an owner of such lots or lands that such nuisance or endangering of the public health must be abated by cutting or destroying such weeds or grass as set forth in Section 557.01 within seven days from the date of the notice required in Section 557.03(a) by posting a notice of violation in a conspicuous location on or about the lots or lands notifying the Owner of the violation(s) of Chapter 557.

(Ord. 2021-18. Passed 5-11-21.)

557.04 ADDRESS OF LOT(S) TO BE PROVIDED.

Any resident or person making a complaint to the City that a nuisance exists shall provide the City Manager or his nominee/designee the address of such lot(s).

(Ord. 2021-18. Passed 5-11-21.)

557.05 RIGHT OF ENTRY; ABATEMENT BY CITY.

Upon the failure to abide and comply with the notice set forth in Section 557.03 within the time period stipulated (noting only one published notice to an owner in violation of this Chapter shall be required each calendar year as set forth in Section 557.03 hereof), the City Manager or his nominee/designee is authorized to enter upon such lots or lands and shall cause such weeds, vegetation of rank growth or overgrown yard grass (including front yards, side yards, and rear yards), vegetation and/or wild grass, constituting a nuisance or endangering the public health to be cut or destroyed by the direct employment of City laborers or authorize a person to cut the weeds on behalf of the City. (Ord. 2021-18. Passed 5-11-21.)

557.06 BILL TO BE SENT TO OWNER.

When the City Manager causes undesirable weeds, vegetation of rank growth or overgrown yard grass (including front yards, side yards, and rear yards), vegetation and/or wild grass to be cut and the land cleaned of debris as provided in Section 557.05, a statement of cost thereof shall be mailed to the owner of such land by certified mail, return receipt requested. Such statement of cost shall include the following:

- (a) Administration, publication, and supervision;
- (b) Transportation of equipment;
- (c) Equipment rental;
- (d) Equipment operator;
- (e) Incidental labor;
- (f) Cost of equipment damages or repairs directly related to the work performed on owner's property.

The minimum charge for all costs referenced in this Section 557.06 (a) through 557.06 (f) shall be seventy-five dollars (\$75.00) for the first hour or portion thereof, and thirty-five dollars (\$35.00) for each additional hour or portion thereof or one hundred twenty-five percent (125%) of the contractual costs whichever is greater.

(Ord. 2021-18. Passed 5-11-21.)

557.07 NONCOMPLIANCE.

Any person not complying with Section 557.06 shall be subject to all available collection procedures, including but not limited to having certified to his tax duplicate such billing with the County Auditor, in accordance with the Ohio Revised Code. (Ord. 2021-18. Passed 5-11-21.)

557.08 WEEDS TO BE CUT REGULARLY.

(a) It is hereby determined that noxious weeds, thistles, burdocks, jimson weeds, ragweeds, milkweeds, mulleins, poison ivy, poison oak, or other weeds of rank growth growing at a height of eight inches or higher, or overgrown yard grass (including front yards, side yards, and rear yards), vegetation and/or wild grass growing at a height of six inches or higher upon any property in the City are a public nuisance.

(b) The City Manager or his nominee/designee, for the first two calendar weeks of each year, shall publish this determination in a newspaper of local circulation and shall make demand that all property owners regularly cut the weeds growing upon their properties during the ensuing months of the year.

(c) Should any such noxious weeds, thistles, burdocks, jimson weeds, ragweeds, milkweeds, mulleins, poison ivy, poison oak, or other weeds of rank growth growing at a height of eight inches or higher, or overgrown yard grass (including front yards, side yards, and rear yards), vegetation and/or wild grass be found within the City after the foregoing publication has been completed, the City Manager or his nominee/designee may cause these to be cut at the expense of the City. Thereupon the expense of cutting shall be billed to the property owner by registered mail and upon his failure to reimburse the City, this amount within twenty days thereafter, and may cause the Director of Law shall collect the same by judicial process. Any judgment uncollected for thirty days after its date shall be recorded in the records of the Clerk of the Common Pleas Court of Erie County, as a lien upon the lands of the property owner concerned. (Ord. 2021-18. Passed 5-11-21.)

557.99 PENALTY

(a) Whoever violates any provision of this Chapter is guilty of a minor misdemeanor. Each day's violation shall constitute a separate offense.

(b) Whoever, after first being charged and convicted of a violation pursuant to Section 557.01, subsequently violates any provision of this Chapter in the same calendar year, is guilty of a misdemeanor of the fourth degree. Each day's violation shall constitute a separate offense.

(Ord. 2021-18. Passed 5-11-21.)

CODIFIED ORDINANCES OF HURON

CHAPTER 557

Grass, Weeds, and Vegetation

- 557.01 Nuisance conditions prohibited.**
- 557.02 Determination of nuisance.**
- 557.03 Weeds to be cut regularly.**
- 557.04 Address of lot(s) to be provided.**
- 557.05 Serving of notice to abate nuisance.**
- 557.06 Right of entry; abatement by City.**
- 557.07 Bill sent to owner.**
- 557.08 Noncompliance.**
- 557.99 Penalty.**

CROSS REFERENCES

Removal of noxious weeds or litter- see Ohio R.C. 731.51
Sweeping of leaves and grass onto public way - see GEN. OFF. 521.10

557.01 NUISANCE CONDITIONS PROHIBITED.

No owner of any lots or lands located within the City shall permit upon such lots or lands noxious weeds, thistles, burdocks, jimson weeds, ragweeds, milkweeds, mulleins, poison ivy, poison oak, or other weeds of rank growth, exceeding eight inches in height, or overgrown yard grass (including front yards, side yards, and rear yards), vegetation and/or wild grass, exceeding six inches in height, which would constitute a nuisance or endanger the public health.

557.02 DETERMINATION OF NUISANCE.

The City Manager or his nominee/designee are hereby authorized to determine if such weeds, grass, or vegetation on any lots or lands within the City exceed the heights specified in Section 557.01 and constitute a nuisance or endanger the public health.

557.03 WEEDS TO BE CUT REGULARLY.

(a) It is hereby determined that noxious weeds, thistles, burdocks, jimson weeds, ragweeds, milkweeds, mulleins, poison ivy, poison oak, or other weeds of rank growth growing at a height of eight inches or higher, or overgrown yard grass (including in front yards, side yards, and rear yards), vegetation and/or wild grass growing at a height of six inches or higher upon any property in the City are a public nuisance and are a violation of Section 557.01.

(b) The City Manager or his nominee/designee, for the first two calendar weeks of each year, shall publish this determination in a newspaper of local circulation and shall make demand that all property owners regularly cut such weeds, grass and vegetation growing upon their properties during the ensuing months of the year.

(c) Should any such noxious weeds, thistles, burdocks, jimson weeds, ragweeds, milkweeds, mulleins, poison ivy, poison oak, or other weeds of rank growth, or should any overgrown yard grass (including front yards, side yards, and rear yards), vegetation and/or wild grass be found on any property within the City and exceed the height restrictions in Section 557.01 after the foregoing publication has been completed, after notice to the owner has been sent in accordance with Section 557.05 and after failure of the owner to timely comply with such notice, then the City Manager or his nominee/designee may cause these to be cut at the expense of the City.

557.04 ADDRESS OF LOT(S) TO BE PROVIDED.

Any resident or person making a complaint to the City that a nuisance exists on any lots or lands located within the City shall provide to the City Manager or his nominee/designee the address of such lot(s) or lands.

557.05 SERVING OF NOTICE TO ABATE NUISANCE.

(a) After a determination has been made as set forth in Section 557.02 that a nuisance exists upon any lots or lands within the City or that the public health is endangered therefrom, the City Manager or his nominee/designee shall cause one (1) written notice per calendar year to be served upon the owner of such lots or lands that such nuisance or endangering of the public health must be abated by cutting or destroying such weeds, grass or vegetation as set forth in Section 557.01 within seven (7) days from the date of such notice. The notice shall also state that such weeds, grass and vegetation are to be maintained thereafter during such calendar year with sufficient frequency to prevent such weeds, grass or vegetation from exceeding the heights specified in Section 557.01.

(b) Service of the notice, described in subsection (a) hereof, shall be sent by certified mail to the owner of such lots or lands at the mailing address listed by the Erie County Auditor's tax list; and also optionally by regular mail or personal service to such owner, or by posting it at the subject lot or lands.

(c) If service by certified mail under Subsection (b) is not successful, then it shall be sufficient to publish such notice once in a newspaper of general circulation,

(d) If, after the notice has been served in accordance with this Section, the City Manager or his nominee/designee determines that a subsequent violation of Section 557.01 has occurred within the same calendar year, the City of Huron may again proceed with the remedy set forth in Section 557.06 for such subsequent violations without the need for giving additional notices as set forth in this Section.

557.06 RIGHT OF ENTRY; ABATEMENT BY CITY.

Upon the failure of an owner of such lots or lands to timely abide and comply with the notice sent in accordance with Section 557.05, the City Manager or his nominee/designee may, by the direct employment of City laborers or a contractor selected by the City, enter upon such lots or lands and abate such nuisance by causing such weeds, grass or vegetation to be cut or destroyed.

557.07 BILL TO BE SENT TO OWNER.

When the City Manager or his nominee/designee arranges for a nuisance to be abated in accordance with Section 557.06, the City Manager shall cause a bill for all costs related to such abatement to be mailed to the owner of such lots or land by certified mail, return receipt requested. Such bill shall include any and all costs incurred by City laborers or the city's authorized contractor in abating the nuisance. If the owner or other occupant of the lots or lands prevents or otherwise restricts the abatement of such nuisance, then the bill shall include all costs incurred in arranging for the abatement (including but not limited to a contractor's minimum charges for dispatch to the lots or lands).

The bill for a first violation of Section 557.01 within a calendar year shall be in the amount of one hundred fifty percent (150%) of the incurred costs. For any subsequent violation of Section 557.01 within the same calendar year, the bill shall be in the amount of two hundred percent (200%) of the incurred costs.

557.08 NONCOMPLIANCE.

Any person failing to pay the bill set forth in Section 557.07 within twenty (20) days of being billed shall be subject to all available collection procedures and judicial processes, including but not limited to having such unpaid bill certified to the owner's tax duplicate with the County Auditor, in accordance with the Ohio Revised Code.

557.99 PENALTY

(a) Whoever violates Section 557.01 is guilty of a minor misdemeanor. Each day's violation shall constitute a separate offense.

(b) Whoever, after first being charged and convicted of a violation pursuant to Section 557.01, subsequently violates any Section 557.01 in the same calendar year, is guilty of a misdemeanor of the fourth degree. Each day's violation shall constitute a separate offense.

CODIFIED ORDINANCES OF HURON



TO: Mayor Tapp and City Council
FROM: Todd Schrader
RE: Ordinance No. 2025-29 (*submitted by Todd Schrader*)
DATE: October 14, 2025

Subject Matter/Background

Resolution No. 70-2025 appoints current Interim City Manager, Stuart Hamilton, as City Manager of the City of Huron and authorizes a First Amendment to the Employment Agreement currently in effect with Mr. Hamilton as Interim City Manager, a copy of which is attached hereto as Exhibit "1." If approved, Mr. Hamilton will assume the role of City Manager on October 15, 2025 after taking the Oath of Office, which will be administered at this City Council meeting. The Employment Agreement attached to the Resolution as Exhibit A memorializes the term and conditions of his employment through December 31, 2025. The City and Mr. Hamilton agree to conduct further negotiations before the end of 2025 relating to the terms and conditions of Employer's possible further employment of Employee as City Manager extending after the expiration of the Term.

Financial Review

This agreement is properly budgeted for.

Legal Review

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

Recommendation

If Council is in agreement, a motion adopting Resolution No. 70-2025 is in order.

[Ordinance No. 2025-29 Exh 1 Res 27-2025](#)

[Ordinance No. 2025-29 Appointing Stuart Hamilton as City Manager and Amending Agreement \(1\).docx](#)

[Ordinance No. 2025-29 Exh A Stuart Hamilton First Amendment to Employment Agreement.pdf](#)

RESOLUTION NO. 27-2025

Introduced by Mark Claus

A RESOLUTION AUTHORIZING THE APPOINTMENT OF STUART HAMILTON AS CITY MANAGER ON AN INTERIM BASIS EFFECTIVE APRIL 19, 2025 AT 12:00AM, AND AUTHORIZING AN EMPLOYMENT AGREEMENT MEORIALIZING THE SAME.

WHEREAS, City Manager Matthew Lasko tendered his resignation to City Council on February 17, 2025, which resignation was accepted by Council and is effective as of April 18, 2025 at 11:59pm; and

WHEREAS, Council desires to appoint Stuart Hamilton, an individual who has the training and experience in local government management sufficient to satisfy the requirements of the Charter and Codified Ordinances of the City of Huron, to serve as City Manager, on an interim basis, until December 31, 2025, or until a long-term full-time City Manager is selected and starts working that position, and to authorize an Employment Agreement memorializing the same.

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

SECTION 1. That Huron City Council appoints Stuart Hamilton to serve as the City Manager on an interim basis, during which time he shall be referred to as the "Interim City Manager," but shall perform all duties and functions and exercise the same authority provided to the City Manager under the Charter and Codified Ordinances.


SECTION 2. That Council authorizes the Mayor to execute an Employment Agreement which establishes the terms and conditions of Mr. Hamilton's employment as Interim City Manager, which shall be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

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 of the Revised Code.

SECTION 3: This Resolution shall be in full force and effect from and immediately following its adoption.

ATTEST:


Clerk of Council


Monty Tapp, Mayor

ADOPTED:

25 MAR 2025

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement"), made by and between the City of Huron, an Ohio municipal corporation (hereinafter called "Employer") and Stuart Hamilton (hereinafter called "Employee"), an individual who has the training and experience in local government management sufficient to satisfy the requirements of the Charter and Codified Ordinances of the City of Huron to serve as City Manager and who shall serve in that capacity as the Interim City Manager, in accordance with the terms and conditions set forth below:

SECTION 1: TERM

The term of this Agreement shall be from 12:00 a.m. Eastern Standard Time on Saturday, April 19, 2025 until 11:59p.m. Eastern Standard Time on December 31, 2025, or until a long-term, full-time City Manager is selected and starts working in that position (if at all). Upon completion of the initial term, the terms and conditions of this Agreement may be extended on a month-to-month basis by mutual agreement of the Employer and Employee.

It is understood that during the term of this Agreement, Employer may be engaging in a search for a long-term, full-time City Manager. Employee understands that his employment as Interim City Manager does not entitle him to the long-term, full-time position of City Manager upon completion of the term of this Agreement, and it is incumbent upon Employee to engage in and participate in the Employer's candidate selection and hiring process for the long-term, full-time City Manager if he wishes to be considered for the position.

Upon Employer's completion of the selection process for the long-term, full-time City Manager position, Employee shall be entitled to the following:

1. If the Employee is not selected for the full-time, long-term City Manager position, or if the Employee desires to no longer serve as Interim City Manager, Employee may return to his position as Service Director, subject to the discretion of the long-term, full-time City Manager. Subject to the provisions of Section 9 of this Agreement, if, after sixty (60) days from the start date of the long-term, full-time City Manager, either the City Manager or the Employee decide that the Employee will no longer maintain employment with the Employer, Employee shall receive only those benefits provided to other City Employees should the Employee voluntary resign employment with Employer.
2. If the Employee is selected for the full-time, long-term City Manager position, Employee and Employer will negotiate a comprehensive employment agreement that will supersede this Agreement in its entirety.
3. If the Employer decides for any or no reason that Employee should no longer serve as Interim City Manager and terminates Employee's employment with the City, then Employee shall receive the compensation and benefits provided for in Section 9 of this Agreement.

SECTION 2: DUTIES AND AUTHORITY

Employee, as the Interim City Manager, shall serve as the chief executive officer of the Employer and shall faithfully perform the duties of the City Manager as prescribed in the job description as set forth in the Employer's charter and/or ordinances as may be lawfully assigned by the Employer and shall comply with all lawful governing body directives, state and federal law, Employer policies, rules and ordinances as they exist or may hereafter be amended.

SECTION 3: COMPENSATION

Base Salary. Employer agrees to pay Employee an annual base salary of One Hundred Twenty-Eight Thousand and No/100 Dollars (\$128,000.00), payable in installments following the Employer's standard payroll operations.

Bonus: The Employee may be granted a performance bonus as determined by Huron City Council in conjunction with the Interim City Manager's annual year-end performance review.

SECTION 4: HEALTH AND LIFE INSURANCE BENEFITS

A. The Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the Employee and his dependents, at a minimum, equal to that which is currently being provided to Employee.

B. The Employer shall pay the amount of premium due for term life insurance in the same amount as currently provided to Employee.

SECTION 5: VACATION, SICK, AND MILITARY LEAVE

A. Upon commencement of this Agreement, the Employee shall accrue vacation leave on an annual basis at a rate of four (4) weeks under the same rules and provisions applicable to other employees.

B. Upon commencing employment, the Employee shall accrue sick leave at a rate of 1-1/4 work days with pay for each month of service, under the same rules and provisions applicable to other employees.

C. The Employee is entitled to accrue leave in accordance with the Codified Ordinances, and such leave shall be used, paid out, disposed of, or lost under the provisions set forth in the Codified Ordinances.

SECTION 6: RETIREMENT

The Employer shall continue Employee's enrollment in the applicable state or local retirement system and to make all the appropriate contributions on the Employee's behalf along with 50% of the Employee's contribution.

SECTION 7: GENERAL BUSINESS EXPENSES

A. Employer agrees to budget and pay for professional dues, including but not limited to the International City/County Management Association, and subscriptions of the Employee necessary for continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

B. Employer agrees to budget and pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the state league of municipalities, and such other national, regional, state and local governmental groups and committee in which Employee serves as a member.

C. Employer also agrees to budget and pay for travel and subsistence expense of Employee for the short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.

D. Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to come an active member in local civic clubs or organizations.

E. Employer has provided Employee, for business and personal use, a laptop computer, software, and/or tablet computer and relevant service expenditures for business and personal use to perform their duties and to maintain communication with Employer's staff and officials as well as other individuals who are doing business with Employer. Upon termination of Employee's employment, the equipment described herein shall become the property of the Employer.

F. Employer will reimburse employee for his personal cellular telephone and corresponding data plan expenses in an amount not to exceed Eighty dollars (\$80.00) per month.

SECTION 8: TERMINATION

A. For the purpose of this Agreement, termination shall occur when:

1. The governing body votes to terminate the Employee by a five-sevenths majority vote of all members elected thereto, pursuant to the terms set forth in Section 4.04 of the Huron Charter.

2. If the Employer, citizens or legislature acts to amend any provisions of the Charter pertaining to the role, powers, duties authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.

3. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such actions shall constitute a breach of this Agreement and will be regarded as a termination.

4. Employee resigns voluntarily as outlined in Section 10 hereof.

SECTION 9: SEVERANCE

Subject to the provisions of Section 9(D) hereof, severance shall be paid to the Employee when employment is terminated by Employer for any or no reason, or for any of the reasons contemplated elsewhere in this Agreement:

A. If the Employee is terminated, the Employer shall provide a minimum severance payment equal to three (3) months' salary and all corresponding benefits provided for in this Agreement. This severance shall be paid in a lump sum or in a continuation of salary on the existing biweekly basis, at the Employee's option.

B. The Employee shall also be compensated for all sick leave, vacation leave, and all paid holidays in accordance with the Codified Ordinances.

C. For a minimum period of three (3) months following termination, the Employer shall pay the cost to continue the following benefits:

1. Health insurance for the employee and eligible spouse and dependents as provided in Section 4A, after which time, Employee will be provided access to health insurance pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA").

2. Life insurance as provided in Section 4(B).

3. Any other available benefits.

D. Notwithstanding any contrary provision of this Agreement, if the Employee voluntarily terminates employment with Employer, or if Employee is terminated because of a felony conviction or due to gross negligence and/or intentional misconduct, then the Employer is not obligated to pay severance under this section.

SECTION 10: RESIGNATION

In the event that the Employee voluntarily resigns his position with the Employer, the Employee shall provide a minimum of 30 days' notice unless Employer and Employee agree otherwise.

SECTION 11: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- A. The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Huron Charter, local ordinances or any other law.

- B. Except as otherwise provided in this Agreement, the Employee shall be entitled, at a minimum, to the highest level of benefits that are enjoyed by or offered to other employees of the Employer as provided in the Charter, Code, Personnel Rules and Regulations or by practice.
- C. The Employer has appropriated, set aside and encumbered, and does hereby appropriate, set aside, and encumber, available and unappropriated funds of the municipality in an amount sufficient to fund and pay all financial obligations of the Employer pursuant to this Agreement, including but not limited to, the Severance and other benefits set forth in this Agreement.

SECTION 12: NOTICES.

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Services, postage prepaid, and addressed as follows:

AS TO EMPLOYER: City of Huron
 417 Main Street
 Huron, Ohio 44839

AS TO EMPLOYEE: Stuart Hamilton
 25 W. Main St.
 Berlin Hts., OH 44814

Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 13: GENERAL PROVISIONS

A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the Employer and Employee are merged into and rendered null and void by this Agreement. The Employer and Employee by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Agreement shall become effective on the date the last of the parties hereto executes same.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both Employer and Employee subsequent to the expungement or judicial modification of the invalid provision.

E. Precedence. In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of Council's policies, or Employer's ordinance or Employer's rules and regulations, or any permissive stated or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over contrary provisions of Council's policies, or Employer's ordinances, or Employer's rules and regulations or any such permissive law during the term of this Agreement.

IN WITNESS WHEREOF, the parties have set their hands to this Agreement as of the date(s) set forth below.

CITY OF HURON

By: 
Monty Tapp, Mayor

Date: 03/25/25

EMPLOYEE


Stuart Hamilton

Date: 3/25/25

Approved as to form:


Todd A. Schrader, Esq., Law Director

ORDINANCE NO. 2025-29

Introduced by Monty Tapp

AN ORDINANCE APPOINTING STUART HAMILTON AS CITY MANAGER EFFECTIVE OCTOBER 15, 2025 AND AUTHORIZING A FIRST AMENDMENT TO EMPLOYMENT AGREEMENT MEMORIALIZING THE SAME; AND DECLARING AN EMERGENCY.

WHEREAS, on April 19, 2025, Employee and the Employer entered into that certain Employment Agreement for Employee to be employed by Employer as the Interim City Manager for the City of Huron, Ohio until December 31, 2025 (the "Employment Agreement"); and

WHEREAS, Employee and the Employer wish to modify certain provisions of the Employment Agreement as provided herein to remove the "interim" status of Employee and make Employee the full-time City Manager effective 12:00 a.m. Eastern time on October 15, 2025.

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

SECTION 1. That the Huron City Council appoints Stuart Hamilton to serve as the City Manager, effective October 15, 2025.

SECTION 2. That Council authorizes the Mayor to execute a First Amendment to Employment Agreement which establishes the terms and conditions of Mr. Hamilton's employment as City Manager, and which shall be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

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 of the Revised Code.

SECTION 3: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the residents of the City of Huron, Ohio; wherefore, this Ordinance shall be in full force and effect from and immediately following its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment (this “Amendment”) to the Employment Agreement (defined below), is entered into by and between the City of Huron, an Ohio municipal corporation (hereinafter called "Employer") and Stuart Hamilton (hereinafter called "Employee").

WHEREAS, on April 19, 2025, Employee and the Employer entered into that certain Employment Agreement for Employee to be employed by Employer as the interim City Manager for the City of Huron, Ohio until December 31, 2025 (the “Employment Agreement”).

WHEREAS, Employee and the Employer wish to modify certain provisions of the Employment Agreement as provided herein to remove the “interim” status of Employee and make Employee the full-time City Manager.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the parties hereto agree as follows:

1. Removal of Interim Title. Employee is hereby made the full-time City Manager. The Employment Agreement is hereby amended by deleting all occurrences of the word “Interim.”

2. Term. Section 1 of the Employment Agreement is hereby amended and restated in its entirety as follows:

“SECTION 1. TERM. The term of this Agreement shall be from 12:00 a.m. Eastern Standard Time on Wednesday, October 15, 2025 until 11:59p.m. Eastern Standard Time on December 31, 2025 (“Term”).”

3. Further Negotiations. Employer and Employee agree to conduct further negotiations before the end of 2025 relating to the terms and conditions of Employer’s possible further employment of Employee as City Manager extending after the expiration of the Term.

4. No Other Changes. Except as set forth above, the Employment Agreement shall remain in full force and effect, and no other changes, modifications or amendments are being made thereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

CITY OF HURON

By: _____
Monty Tapp, Mayor

Date: _____

EMPLOYEE

Stuart Hamilton

Date: _____

Approved as to form:

Todd A. Schrader, Esq., Law Director



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Resolution No. 68-2025 (*submitted by Stuart Hamilton*)
DATE: October 14, 2025

Subject Matter/Background

Resolution No. 68-2025 seeks ratification of the Interim City Manager's execution of an agreement with TruAssure Dental. In 2024, the Administration received Council approval for a one-year dental insurance program through TruAssure Insurance Company. TruAssure has agreed to provide the same level of coverage through October 1, 2027 with a 7% increase in premium. The last premium increase occurred in 2024 (for the 2025 plan year) and was in the amount of 5.2%. The reason for the slight increase is primarily due to our group's experience running higher than the prior period.

Estimated 12-month renewal rate for 2026/2027 is \$47,455.21.

Financial Review

The City's healthcare fund (fund 703) will continue to support the dental premiums for eligible full-time employees. The City's historical annual cost for these plans are as follows:

Dental

- 2020 = \$39,120
- 2021 = \$41,659
- 2022 = \$40,524
- 2023 = \$40,134
- 2024 = \$39,038
- 2025 = \$41,340.74 (estimated)

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. 68-2025 is in order.

[Resolution No. 68-2025 TruAssure Dental Renewal Premium thru 10-1-27 \(1\).doc](#)

[Resolution No. 68-2025 Exh A TruAssure Dental Renewal thru 10-1-27.pdf](#)

RESOLUTION NO. 68-2025

Introduced by Joel Hagy

A RESOLUTION RATIFYING THE INTERIM CITY MANAGER'S ACCEPTANCE OF THE PROPOSAL AND ENTERING INTO AN AGREEMENT WITH TRUASSURE INSURANCE COMPANY FOR THE PROVISION OF DENTAL INSURANCE COVERAGE THROUGH OCTOBER 1, 2027

WHEREAS, the City of Huron's current agreement with TruAssure Dental expires on December 31, 2025; and

WHEREAS, the City has received a proposal to renew dental coverage for its full-time employees through TruAssure Dental through October 1, 2027; and

WHEREAS, to timely effectuate the new contract terms to coincide with the City's open enrollment period for benefits to start on October 1, 2025, it was necessary for the Interim City Manager to execute this agreement prior to obtaining Council approval.

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

SECTION 1. That the Interim City Manager's acceptance of the proposal and execution of an agreement with TruAssure Insurance Company for the provision of dental insurance coverage through October 1, 2027, which agreement shall be substantially in the form of Exhibit "A" attached hereto and made a part hereof, is hereby ratified.

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 of the Revised Code.

SECTION 3. That this Resolution shall go into effect and be in full force and effect immediately upon its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



Dental Benefits Renewal

PRESENTED TO

City of Huron

Effective Date
January 1, 2026

Renewal letter	2
Current plan design	3
Claims/premium experience	4
Renewal claim calculation	5
Proposed renewal	6
Underwriting considerations	6
Renewal acceptance	8

Proposal Date
September 18, 2025

Linda Remington

Account Manager

630-718-4781

lremington@truassure.com

TruAssure
Insurance Company
111 Shuman Boulevard
Naperville, Illinois 60563

truassure.com

Your TruAssure Dental Plan Renewal

Renewal Package for City of Huron

Enclosed is TruAssure's renewal package for City of Huron, TAIC Group #20092. It includes your renewal rates and underwriting assumptions.

I welcome the opportunity to review this information with you. If you have questions or would like to discuss your renewal, please contact me.

If you have no questions once you have reviewed this renewal package, please sign and return the signature page to us. If we do not receive this notification from you at least 30 days prior to your renewal date, we will assume you agree to the proposed rates and renew your current dental plan with the rates included in this renewal package.

Non-Benefit Eligible Employees

At TruAssure, we strive to help your employees keep their teeth as healthy as possible. Good oral health is a vital part of overall well-being. For non-benefit eligible employees, TruAssure offers dental plans for individuals and their families. Please see the enclosed brochure or visit www.truassure.com for more details on our individual product offerings.

Reminder For Your Employees

Employees can view their benefit information online through the Member Portal at truassure.com.

TruAssure offers our members access to one of the largest dental networks nationwide through the DenteMax Plus dental network, which includes participating dentists from the DenteMax, United Concordia and GEHA Connection dental networks. With more than 360,000 dentist locations nationwide, we make it easy for members to find a network dentist. On average, members can save 20 to 40 percent on dental treatment with a network dentist.

Oral Health is Important to Overall Health

Visit truassureblog.com/library to find oral health resources that can answer your oral health questions and offer information to help ensure a lifetime of healthy smiles.

Thank you for choosing TruAssure Insurance Company for your dental benefit needs. The TruAssure team truly values your business and hopes to provide your employees with dental benefits for many years to come. We are dedicated to providing your employees with the coverage they need to maintain good oral health, and we are committed to delivering excellent customer service and a hassle-free experience.

Current Plan Design Summary for City of Huron

20092	In-Network	Out-of-Network
Annual Maximum Limit	\$1,000	\$1,000
Individual Deductible	\$25	\$25
Family Deductible	\$75	\$75
Preventive Services (Coverage A) Exams (three per benefit year) Emergency exams Cleanings (three per benefit year) Bitewing x-rays Full-mouth x-rays Fluoride treatment Space maintainers Sealants	Plan Pays 100% (Deductible does not apply)	Plan Pays 100% (Deductible does not apply)
Basic Services (Coverage B) Palliative treatment Fillings (posterior composites covered) Oral surgery - Simple extractions Oral surgery - Surgical extractions Oral surgery - All other General Anesthesia Periodontics (Gum disease treatment) Endodontics (Root canals)	Plan Pays 80% (Deductible applies)	Plan Pays 80% (Deductible applies)
Major Services (Coverage C) Denture relines and rebases; adjustments Repairs to dentures, crowns and bridges Crowns, onlays, post and core Complete and partial dentures Fixed bridge work Implants	Plan Pays 50% (Deductible applies)	Plan Pays 50% (Deductible applies)
Orthodontics (Coverage D) Dependent children eligible to age 19 Full-time students eligible to age 19 Adults are eligible for coverage	Plan Pays 50% (Deductible does not apply)	Plan Pays 50% (Deductible does not apply)
Orthodontics Lifetime Maximum	\$1,500	\$1,500

Your TruAssure group dental plan is offered in association with the DenteMax Plus dental network arrangement, which includes participating dentists from the DenteMax, United Concordia and GEHA Connection dental networks. DenteMax Plus dentists accept new patients. In-network services are paid off the PPO fee schedule. Out-of-network services are based on the 90th R&C percentile of reasonable and customary fees (90th R&C).

The information on this sheet is a brief summary of your dental plan and the services it covers. There are some limitations on the expenses for which your dental plan pays. If you have specific questions regarding benefit coverage, limitations, exclusions, or non-covered services, please refer to your certificate of coverage/dental benefit booklet or contact TruAssure.

Renewal Claims/Premium Experience

Prior Period

Month/ Year	EE	EE+S	EE+C	FAM	Total	Number of Claims	Paid Claims	Earned Premium	Earned Loss Ratio
Sep-23	21	4	11	15	51	13	\$2,259.88	\$3,368.85	67.1%
Oct-23	21	4	12	15	52	11	\$1,407.19	\$3,396.17	41.4%
Nov-23	21	4	12	14	51	23	\$2,963.73	\$3,282.66	90.3%
Dec-23	20	4	13	14	51	26	\$4,280.19	\$3,329.57	128.6%
Jan-24	21	5	12	13	51	20	\$2,683.02	\$3,226.41	83.2%
Feb-24	21	5	12	13	51	17	\$2,832.09	\$3,226.41	87.8%
Mar-24	21	5	12	13	51	15	\$2,437.52	\$3,226.41	75.5%
Apr-24	20	5	12	14	51	13	\$2,042.95	\$3,312.60	61.7%
May-24	19	5	13	14	51	27	\$5,509.43	\$3,312.60	166.3%
Jun-24	19	6	12	15	52	12	\$2,515.10	\$3,456.05	72.8%
Jul-24	20	6	12	13	51	28	\$5,644.84	\$3,182.12	177.4%
Aug-24	18	6	11	14	49	20	\$3,518.36	\$3,240.99	108.6%
Total	242	59	144	167	612	225	\$38,094.30	\$39,560.84	96.3%
Average	20	5	12	14	51				

Current Period

Month/ Year	EE	EE+S	EE+C	FAM	Total	Number of Claims	Paid Claims	Earned Premium	Earned Loss Ratio
Sep-24	19	6	12	14	51	18	\$2,808.27	\$3,268.31	85.9%
Oct-24	17	6	13	14	50	16	\$3,095.77	\$3,362.13	92.1%
Nov-24	17	6	13	15	51	20	\$2,732.46	\$3,362.13	81.3%
Dec-24	17	6	13	15	51	11	\$2,253.19	\$3,475.64	64.8%
Jan-25	18	6	9	14	47	13	\$3,139.12	\$3,259.82	96.3%
Feb-25	19	6	9	13	47	20	\$4,358.29	\$3,168.97	137.5%
Mar-25	19	6	9	14	48	17	\$2,691.81	\$3,288.62	81.9%
Apr-25	19	6	9	14	48	22	\$4,348.89	\$3,288.62	132.2%
May-25	18	6	9	14	47	17	\$2,554.40	\$3,259.82	78.4%
Jun-25	17	6	9	14	46	14	\$2,357.30	\$3,231.02	73.0%
Jul-25	17	5	9	18	49	15	\$2,819.85	\$3,499.12	80.6%
Aug-25	18	5	9	18	50	25	\$5,245.81	\$3,678.06	142.6%
Total	215	70	123	177	585	208	\$38,405.16	\$40,142.26	95.7%
Average	18	6	10	15	49				

Renewal Claim Calculation

Prior Period	9/1/2023	through	8/31/2024
Current Period	9/1/2024	through	8/31/2025
Renewal Period	1/1/2026	through	12/31/2026

	Current	Prior
Paid Claims	\$38,405.16	\$38,094.30
Incurred But Not Reported Adjustment	\$175.53	\$174.11
Incurred Claims	\$38,580.69	\$38,268.41
Exposures	585	612
Average Incurred Claim Cost	\$65.95	\$62.53
Trend	1.034	1.059
Trended Experience	\$68.16	\$66.24
Benefit/Network Adjustments	1.00	1.00
Projected Paid Claims	\$68.16	\$66.24
Experience Period Weighting	75.0%	25.0%
Blended Experience Composite		\$67.68
Manual Composite		\$51.04
Experience Credibility		45.0%
Total Projected Composite		\$58.53
Projected Enrollment		50
Projected Net Paid Claims		\$35,116.86
	Retention	16.00%
	Commission	10.00%
Total Needed Premium		\$47,455.21
Current Annual Premium		\$44,136.72

Current Enrollment	Current Rates	12 Month Renewal Rate
Employee: 18	\$28.80	\$30.97
Employee + Spouse: 5	\$60.36	\$64.90
Employee + Child(ren): 9	\$78.24	\$84.12
Family: 18	\$119.65	\$128.65

Proposed Renewal Rates

City of Huron -- Renewal Plan 1

Current Employment		Current Rates	12 Month Renewal Rate
EE:	18	\$28.80	\$30.97
EE+S	5	\$60.36	\$64.90
EE+C	9	\$78.24	\$84.12
FAM:	18	\$119.65	\$128.65
Annual Expense:		\$44,136.72	\$47,455.21

Underwriting Considerations

Census Data

Total Current Enrollment Counts

Single 18

Family 32

Total 50

During the current experience period, City of Huron averaged 49 enrollees.

Guarantee Terms

Policies and Claim Settlement Practices

All TruAssure standard processing policies, limitations and exclusions apply.

TruAssure reserves the right to recalculate rates in the event of any of the following:

Change in effective date.

The number of eligible or enrolled employees changes by more than 15% from that identified in this quote.

The number of enrolled employees falls below the required 5 to maintain individually underwritten status.

New or changes to legislation or regulations that affect the benefits payable, eligibility or contractual provisions.

Broker Compensation

Proposed rates include the following broker commissions:

Fully Insured PPO: 10.0%

UW/AS

GM/26

Proposed Renewal Rates - Option #1

An option is given to renew with a 21 month contract period to align with medical. Next renewal will be 10/1/2027. Group may have an adds-only open enrollment 1/1/2027.

Current Employment		Current Rates	21 Month Renewal Rate
EE:	18	\$28.80	\$30.97
EE+S	5	\$60.36	\$64.90
EE+C	9	\$78.24	\$84.12
FAM:	18	\$119.65	\$128.65
Annual Expense:		\$44,136.72	\$47,455.21

Underwriting Considerations

Census Data

Total Current Enrollment Counts

Single 18

Family 32

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The number of eligible or enrolled employees changes by more than 15% from that identified in this quote.

The number of enrolled employees falls below the required 5 to maintain individually underwritten status.

New or changes to legislation or regulations that affect the benefits payable, eligibility or contractual provisions.

Broker Compensation

Proposed rates include the following broker commissions:

Fully Insured PPO: 10.0%

UW/AS

GM/26

Renewal Acceptance

If we do not receive notification from you at least 30 days prior to your renewal date, we will assume you agree to the proposed rates and renew your current dental benefit plan with the above noted 12 month renewal rates.

1. The proposed renewal rates will be in effect for the following time period:
1/1/2026 through 12/31/2026 unless the 21 month renewal rates are selected
2. All of our standard processing policies, limitations and exclusions apply.
3. Please acknowledge your acceptance of these terms and rates by signing below and returning this page. You can fax or email a copy of this letter to:

Linda Remington
TruAssure
111 Shuman Boulevard
Naperville, IL 60563
Phone: 630-718-4781
Fax: 630-718-4781
lremington@truassure.com

Please select an option

- ☐ 12 month renewal rates
☒ 21 month renewal rates

Agreed and accepted:
City of Huron - TAIC Group #20092 -- Plan 1

By: _____

Date: 09/29/2025

Title: Interim City Manager



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Resolution No. 69-2025 (*submitted by Stuart Hamilton*)
DATE: October 14, 2025

Subject Matter/Background

Background

2025 brought another hard year for healthcare. Working with several third-party providers over several months, administrative staff obtained several quotes for health care coverage for our full-time employees. The lowest and best offering was from Arlo (Covet Health) with a proposal for coverage through Cigna at a 21% premium savings over last year. The city took this offering to the health Care Committee for feedback and approval. Our Healthcare only premium decreased by \$303K for the year, providing relief to employee's and departmental budgets. A copy of the Summary of Coverage for the new plan contemplated by Resolution No. 69-2025 is attached hereto as Exhibit 1.

The City administration was forced to execute this agreement prior to this meeting in order to facilitate the October 1 effective date for coverage for our full-time benefits. In addition, the medical plan choice was integral to negotiating four union contract reopeners relating to medical benefits and wages.

Financial Review

The 2026 budget includes the renewal increase on MMO's premium and potential increase in the HRA. The City's healthcare fund (Fund 703) accounts for the plan's activity.

Historical medical premiums paid to MMO:

2022 - \$746,400

2023 - \$845,000

2024 - \$1,339,339

2025 - \$1,455,792 (estimated) Note: this was a shortened plan year ending on 9/30/25.

Estimated medical premiums to be paid to Arlo (Covet Health)

2025/2026 - \$1,152,953 (estimated)

The above amounts do not include employee HSA contributions, which are estimated to be \$74,239 for 2026.

Legal Review

The matter follows normal legislative procedure and is properly before you.

Recommendation

If the Council is in support of the request, a motion to adopt Resolution No. 69-2025 would be in order.

[Resolution No. 69-2025 Exh 1 Cigna Summary of Benefits.pdf](#)

[Resolution No. 69-2025 Covet Health Medical Premiums \(2\).docx](#)



Medical Benefits

Covet Health members can get their prescriptions at little to no cost through the Covet Health Rx Pass Program. This is available to all Covet Health members. [Find local pharmacies in your network](#)

Benefits (In Network)	HSA Plan In Network	HSA Plan Out of Network
Calendar Year Deductible: Single / Family	\$5,000 \$10,000	\$12,000 \$24,000
Coinsurance	0% after deductible	50% after deductible
Maximum Out of Pocket Limit: Single / Family	\$5,000 \$10,000	\$20,000 \$40,000
Office Visit: Primary / Specialist	0% after deductible	50% after deductible
Preventive Care (as defined by ACA)	\$0 Copay	50%
Hospital Services	0% after deductible	50% after deductible
Outpatient Services	0% after deductible	50% after deductible
Diagnostic Services	0% after deductible	50% after deductible
Emergency Room	0% after deductible	50% after deductible
Urgent Care	0% after deductible	50% after deductible
Retail Pharmacy – 30 Day Supply		
Teir 1	0% after deductible	Not Covered
Teir 2	0% after deductible	Not Covered
Teir 3	0% after deductible	Not Covered
Teir 4	0% after deductible	Not Covered
Mail Order Pharmacy – 90 Day Supply		
Teir 1	0% after deductible	Not Covered
Teir 2	0% after deductible	Not Covered
Teir 3	0% after deductible	Not Covered
Teir 4	0% after deductible	Not Covered

Please refer to your plan documents for details and final confirmation of coverage.

Covet Health App



RESOLUTION NO. 69-2025

Introduced by Joel Hagy

A RESOLUTION RATIFYING THE INTERIM CITY MANAGER’S ACCEPTANCE OF THE PROPOSAL AND EXECUTION OF AN AGREEMENT WITH ARLO/COVET HEALTH FOR THE PROVISION OF MEDICAL HEALTH INSURANCE COVERAGE FROM OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026.

WHEREAS, the City of Huron used several third-party benefits administrators to obtain pricing for the 2025/2026 medical coverage for its full-time employees;

WHEREAS, at the same time, the City of Huron has been in active negotiations with four collective bargaining units, all having reopener clauses for medical benefits in their current contracts;

WHEREAS, the City of Huron held an Open Enrollment for 2025/2026 benefits for its full-time employees starting on September 4, 2025;

WHEREAS, it was necessary to execute the agreement with Arlo/Covet Health prior to the first regular Council meeting in October in order to (1) facilitate union negotiations; and (2) allow for Open Enrollment for 2025/2026 benefits to be effective as of October 1, 2025.

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

SECTION 1. That the Interim City Manager’s acceptance of the proposal and execution of a new agreement with Arlo/Covet Health for the provision of 2025/2026 healthcare insurance coverage, a copy of which is attached hereto as Exhibit “A” and made a part hereof, is hereby ratified.

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 of the Revised Code.

SECTION 3. That this Resolution shall go into effect and be in full force and effect immediately upon its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

Arlo Proposal

City of Huron

Quote Overview

Quote Details



GROUP NAME: City of Huron

PRODUCER NAME: Emunah Health

STATE: Ohio

PREPARED DATE: 2025-08-26

EFFECTIVE DATE: 2025-10-01

PROPOSAL EXPIRATION DATE: 2025-10-15

Stop-Loss Details



CARRIER: Nationwide Life Insurance Co.

CONTRACT BASIS: 12/18

COVERAGE INCLUDED: Medical & Rx

COVERAGE TYPE: Aggregate Only

☒ Aggregate Advance Accomodation

STOP-LOSS COMMISSION: 0.00%

Key Features



NETWORK: Cigna PPO

PBM: Capital Rx

TPA: Covet Health

Rate Sheet

Plan Design	EE: 18	ES: 4	EC: 9	EF: 17	Total Monthly Cost
0 COPAY	\$1,377.17	\$3,018.16	\$2,276.45	\$4,142.25	\$127,768.13
250 COPAY	\$1,238.92	\$2,699.44	\$2,039.31	\$3,699.92	\$114,350.84
500 COPAY	\$1,192.45	\$2,592.32	\$1,959.60	\$3,551.25	\$109,840.98
1K COPAY	\$1,153.32	\$2,502.10	\$1,892.46	\$3,426.03	\$106,042.77
1.5K COPAY	\$1,103.35	\$2,386.92	\$1,806.76	\$3,266.18	\$101,193.88
2K COPAY	\$1,128.01	\$2,443.76	\$1,849.05	\$3,345.06	\$103,586.76
2.5 COPAY	\$1,032.70	\$2,224.03	\$1,685.56	\$3,040.12	\$94,336.65
3K COPAY	\$1,008.41	\$2,168.06	\$1,643.91	\$2,962.43	\$91,980.21
3.5K COPAY	\$984.34	\$2,112.57	\$1,602.63	\$2,885.42	\$89,644.28
4K COPAY	\$1,022.77	\$2,201.16	\$1,668.54	\$3,008.37	\$93,373.63
5K COPAY	\$924.43	\$1,974.44	\$1,499.84	\$2,693.71	\$83,829.12
6K COPAY	\$908.92	\$1,938.70	\$1,473.25	\$2,644.11	\$82,324.44
7.5K COPAY	\$901.57	\$1,921.75	\$1,460.64	\$2,620.60	\$81,611.24
1.65K GOLD HSA	\$1,158.99	\$2,515.17	\$1,902.19	\$3,444.18	\$106,593.22
1.65K PLATINUM HSA	\$1,204.76	\$2,620.70	\$1,980.71	\$3,590.63	\$111,035.72
1.7K GOLD HSA	\$1,120.51	\$2,426.46	\$1,836.19	\$3,321.06	\$102,858.70
1.7K PLATINUM HSA	\$1,201.38	\$2,612.89	\$1,974.90	\$3,579.80	\$110,707.12
3.3K GOLD HSA	\$1,025.21	\$2,206.78	\$1,672.73	\$3,016.18	\$93,610.51
3.3K PLATINUM HSA	\$1,103.98	\$2,388.35	\$1,807.83	\$3,268.17	\$101,254.39
3.4K Gold HSA	\$1,022.77	\$2,201.15	\$1,668.54	\$3,008.36	\$93,373.39
3.4K PLATINUM HSA	\$1,098.51	\$2,375.75	\$1,798.45	\$3,250.68	\$100,723.82
4K GOLD HSA	\$987.65	\$2,120.18	\$1,608.29	\$2,895.98	\$89,964.56
4K PLATINUM HSA	\$1,070.29	\$2,310.69	\$1,750.04	\$3,160.39	\$97,984.87
5K GOLD HSA	\$948.55	\$2,030.06	\$1,541.23	\$2,770.91	\$86,170.79
5K PLATINUM HSA	\$1,027.45	\$2,211.95	\$1,676.57	\$3,023.35	\$93,828.07
6.55K PLATINUM HSA	\$970.85	\$2,081.47	\$1,579.49	\$2,842.26	\$88,335.09

Plan Design	EE: 18	ES: 4	EC: 9	EF: 17	Total Monthly Cost
8K PLATINUM HSA	\$926.66	\$1,979.60	\$1,503.69	\$2,700.88	\$84,046.42

Quote Details

0 COPAY

Monthly Charges	Employee Only	Employee + Spouse	Employee + Child	Employee + Family
Stop-Loss Premium	\$758.27	\$1,748.03	\$1,300.67	\$2,426.04
Claims Fund	\$498.90	\$1,150.12	\$855.78	\$1,596.21
Admin Cost	\$85.00	\$85.00	\$85.00	\$85.00
Broker Fees	\$35.00	\$35.00	\$35.00	\$35.00
Total Cost (PEPM)	\$1,377.17	\$3,018.16	\$2,276.45	\$4,142.25

250 COPAY

Monthly Charges	Employee Only	Employee + Spouse	Employee + Child	Employee + Family
Stop-Loss Premium	\$674.88	\$1,555.80	\$1,157.64	\$2,159.25
Claims Fund	\$444.04	\$1,023.64	\$761.67	\$1,420.68
Admin Cost	\$85.00	\$85.00	\$85.00	\$85.00
Broker Fees	\$35.00	\$35.00	\$35.00	\$35.00
Total Cost (PEPM)	\$1,238.92	\$2,699.44	\$2,039.31	\$3,699.92

500 COPAY

Monthly Charges	Employee Only	Employee + Spouse	Employee + Child	Employee + Family
Stop-Loss Premium	\$646.85	\$1,491.19	\$1,109.56	\$2,069.57
Claims Fund	\$425.60	\$981.13	\$730.04	\$1,361.68
Admin Cost	\$85.00	\$85.00	\$85.00	\$85.00
Broker Fees	\$35.00	\$35.00	\$35.00	\$35.00
Total Cost (PEPM)	\$1,192.45	\$2,592.32	\$1,959.60	\$3,551.25

1K COPAY

Monthly Charges	Employee Only	Employee + Spouse	Employee + Child	Employee + Family
Stop-Loss Premium	\$623.25	\$1,436.77	\$1,069.07	\$1,994.05
Claims Fund	\$410.07	\$945.33	\$703.39	\$1,311.98
Admin Cost	\$85.00	\$85.00	\$85.00	\$85.00
Broker Fees	\$35.00	\$35.00	\$35.00	\$35.00
Total Cost (PEPM)	\$1,153.32	\$2,502.10	\$1,892.46	\$3,426.03

1.5K COPAY

Monthly Charges	Employee Only	Employee + Spouse	Employee + Child	Employee + Family
Stop-Loss Premium	\$593.11	\$1,367.30	\$1,017.38	\$1,897.63
Claims Fund	\$390.24	\$899.62	\$669.38	\$1,248.55
Admin Cost	\$85.00	\$85.00	\$85.00	\$85.00
Broker Fees	\$35.00	\$35.00	\$35.00	\$35.00
Total Cost (PEPM)	\$1,103.35	\$2,386.92	\$1,806.76	\$3,266.18

2K COPAY

Monthly Charges	Employee Only	Employee + Spouse	Employee + Child	Employee + Family
Stop-Loss Premium	\$607.98	\$1,401.58	\$1,042.89	\$1,945.21
Claims Fund	\$400.02	\$922.17	\$686.17	\$1,279.85
Admin Cost	\$85.00	\$85.00	\$85.00	\$85.00
Broker Fees	\$35.00	\$35.00	\$35.00	\$35.00
Total Cost (PEPM)	\$1,128.01	\$2,443.76	\$1,849.05	\$3,345.06

2.5 COPAY

Monthly Charges	Employee Only	Employee + Spouse	Employee + Child	Employee + Family
Stop-Loss Premium	\$550.50	\$1,269.06	\$944.28	\$1,761.28
Claims Fund	\$362.20	\$834.98	\$621.29	\$1,158.84
Admin Cost	\$85.00	\$85.00	\$85.00	\$85.00
Broker Fees	\$35.00	\$35.00	\$35.00	\$35.00
Total Cost (PEPM)	\$1,032.70	\$2,224.03	\$1,685.56	\$3,040.12

3K COPAY

Monthly Charges	Employee Only	Employee + Spouse	Employee + Child	Employee + Family
Stop-Loss Premium	\$535.85	\$1,235.29	\$919.15	\$1,714.42
Claims Fund	\$352.56	\$812.76	\$604.76	\$1,128.01
Admin Cost	\$85.00	\$85.00	\$85.00	\$85.00
Broker Fees	\$35.00	\$35.00	\$35.00	\$35.00
Total Cost (PEPM)	\$1,008.41	\$2,168.06	\$1,643.91	\$2,962.43

3.5K COPAY

Monthly Charges	Employee Only	Employee + Spouse	Employee + Child	Employee + Family
Stop-Loss Premium	\$521.33	\$1,201.83	\$894.25	\$1,667.98
Claims Fund	\$343.01	\$790.74	\$588.37	\$1,097.45
Admin Cost	\$85.00	\$85.00	\$85.00	\$85.00
Broker Fees	\$35.00	\$35.00	\$35.00	\$35.00
Total Cost (PEPM)	\$984.34	\$2,112.57	\$1,602.63	\$2,885.42

4K COPAY

Monthly Charges	Employee Only	Employee + Spouse	Employee + Child	Employee + Family
Stop-Loss Premium	\$544.51	\$1,255.26	\$934.01	\$1,742.13
Claims Fund	\$358.26	\$825.90	\$614.53	\$1,146.24
Admin Cost	\$85.00	\$85.00	\$85.00	\$85.00
Broker Fees	\$35.00	\$35.00	\$35.00	\$35.00
Total Cost (PEPM)	\$1,022.77	\$2,201.16	\$1,668.54	\$3,008.37

5K COPAY

Monthly Charges	Employee Only	Employee + Spouse	Employee + Child	Employee + Family
Stop-Loss Premium	\$485.19	\$1,118.51	\$832.26	\$1,552.35
Claims Fund	\$319.23	\$735.93	\$547.59	\$1,021.37
Admin Cost	\$85.00	\$85.00	\$85.00	\$85.00
Broker Fees	\$35.00	\$35.00	\$35.00	\$35.00
Total Cost (PEPM)	\$924.43	\$1,974.44	\$1,499.84	\$2,693.71

6K COPAY

Monthly Charges	Employee Only	Employee + Spouse	Employee + Child	Employee + Family
Stop-Loss Premium	\$475.84	\$1,096.95	\$816.22	\$1,522.43
Claims Fund	\$313.08	\$721.74	\$537.03	\$1,001.68
Admin Cost	\$85.00	\$85.00	\$85.00	\$85.00
Broker Fees	\$35.00	\$35.00	\$35.00	\$35.00
Total Cost (PEPM)	\$908.92	\$1,938.70	\$1,473.25	\$2,644.11

7.5K COPAY

Monthly Charges	Employee Only	Employee + Spouse	Employee + Child	Employee + Family
Stop-Loss Premium	\$471.41	\$1,086.74	\$808.62	\$1,508.24
Claims Fund	\$310.16	\$715.02	\$532.03	\$992.35
Admin Cost	\$85.00	\$85.00	\$85.00	\$85.00
Broker Fees	\$35.00	\$35.00	\$35.00	\$35.00
Total Cost (PEPM)	\$901.57	\$1,921.75	\$1,460.64	\$2,620.60

1.65K GOLD HSA

Monthly Charges	Employee Only	Employee + Spouse	Employee + Child	Employee + Family
Stop-Loss Premium	\$626.67	\$1,444.66	\$1,074.94	\$2,004.99
Claims Fund	\$412.32	\$950.51	\$707.26	\$1,319.19
Admin Cost	\$85.00	\$85.00	\$85.00	\$85.00
Broker Fees	\$35.00	\$35.00	\$35.00	\$35.00
Total Cost (PEPM)	\$1,158.99	\$2,515.17	\$1,902.19	\$3,444.18

1.65K PLATINUM HSA

Monthly Charges	Employee Only	Employee + Spouse	Employee + Child	Employee + Family
Stop-Loss Premium	\$654.28	\$1,508.31	\$1,122.30	\$2,093.33
Claims Fund	\$430.48	\$992.39	\$738.42	\$1,377.31
Admin Cost	\$85.00	\$85.00	\$85.00	\$85.00
Broker Fees	\$35.00	\$35.00	\$35.00	\$35.00
Total Cost (PEPM)	\$1,204.76	\$2,620.70	\$1,980.71	\$3,590.63

1.7K GOLD HSA

Monthly Charges	Employee Only	Employee + Spouse	Employee + Child	Employee + Family
Stop-Loss Premium	\$603.46	\$1,391.15	\$1,035.12	\$1,930.73
Claims Fund	\$397.05	\$915.31	\$681.06	\$1,270.33
Admin Cost	\$85.00	\$85.00	\$85.00	\$85.00
Broker Fees	\$35.00	\$35.00	\$35.00	\$35.00
Total Cost (PEPM)	\$1,120.51	\$2,426.46	\$1,836.19	\$3,321.06

1.7K PLATINUM HSA

Monthly Charges	Employee Only	Employee + Spouse	Employee + Child	Employee + Family
Stop-Loss Premium	\$652.24	\$1,503.60	\$1,118.79	\$2,086.79
Claims Fund	\$429.14	\$989.29	\$736.11	\$1,373.01
Admin Cost	\$85.00	\$85.00	\$85.00	\$85.00
Broker Fees	\$35.00	\$35.00	\$35.00	\$35.00
Total Cost (PEPM)	\$1,201.38	\$2,612.89	\$1,974.90	\$3,579.80

3.3K GOLD HSA

Monthly Charges	Employee Only	Employee + Spouse	Employee + Child	Employee + Family
Stop-Loss Premium	\$545.98	\$1,258.65	\$936.53	\$1,746.84
Claims Fund	\$359.23	\$828.13	\$616.19	\$1,149.34
Admin Cost	\$85.00	\$85.00	\$85.00	\$85.00
Broker Fees	\$35.00	\$35.00	\$35.00	\$35.00
Total Cost (PEPM)	\$1,025.21	\$2,206.78	\$1,672.73	\$3,016.18

3.3K PLATINUM HSA

Monthly Charges	Employee Only	Employee + Spouse	Employee + Child	Employee + Family
Stop-Loss Premium	\$593.49	\$1,368.17	\$1,018.02	\$1,898.83
Claims Fund	\$390.49	\$900.19	\$669.81	\$1,249.34
Admin Cost	\$85.00	\$85.00	\$85.00	\$85.00
Broker Fees	\$35.00	\$35.00	\$35.00	\$35.00
Total Cost (PEPM)	\$1,103.98	\$2,388.35	\$1,807.83	\$3,268.17

3.4K Gold HSA

Monthly Charges	Employee Only	Employee + Spouse	Employee + Child	Employee + Family
Stop-Loss Premium	\$544.51	\$1,255.25	\$934.01	\$1,742.13
Claims Fund	\$358.26	\$825.90	\$614.53	\$1,146.23
Admin Cost	\$85.00	\$85.00	\$85.00	\$85.00
Broker Fees	\$35.00	\$35.00	\$35.00	\$35.00
Total Cost (PEPM)	\$1,022.77	\$2,201.15	\$1,668.54	\$3,008.36

3.4K PLATINUM HSA

Monthly Charges	Employee Only	Employee + Spouse	Employee + Child	Employee + Family
Stop-Loss Premium	\$590.19	\$1,360.57	\$1,012.37	\$1,888.28
Claims Fund	\$388.32	\$895.19	\$666.09	\$1,242.40
Admin Cost	\$85.00	\$85.00	\$85.00	\$85.00
Broker Fees	\$35.00	\$35.00	\$35.00	\$35.00
Total Cost (PEPM)	\$1,098.51	\$2,375.75	\$1,798.45	\$3,250.68

4K GOLD HSA

Monthly Charges	Employee Only	Employee + Spouse	Employee + Child	Employee + Family
Stop-Loss Premium	\$523.32	\$1,206.42	\$897.67	\$1,674.34
Claims Fund	\$344.32	\$793.76	\$590.62	\$1,101.64
Admin Cost	\$85.00	\$85.00	\$85.00	\$85.00
Broker Fees	\$35.00	\$35.00	\$35.00	\$35.00
Total Cost (PEPM)	\$987.65	\$2,120.18	\$1,608.29	\$2,895.98

4K PLATINUM HSA

Monthly Charges	Employee Only	Employee + Spouse	Employee + Child	Employee + Family
Stop-Loss Premium	\$573.17	\$1,321.32	\$983.17	\$1,833.82
Claims Fund	\$377.12	\$869.37	\$646.88	\$1,206.56
Admin Cost	\$85.00	\$85.00	\$85.00	\$85.00
Broker Fees	\$35.00	\$35.00	\$35.00	\$35.00
Total Cost (PEPM)	\$1,070.29	\$2,310.69	\$1,750.04	\$3,160.39

5K GOLD HSA

Monthly Charges	Employee Only	Employee + Spouse	Employee + Child	Employee + Family
Stop-Loss Premium	\$499.75	\$1,152.06	\$857.22	\$1,598.91
Claims Fund	\$328.81	\$758.00	\$564.01	\$1,052.00
Admin Cost	\$85.00	\$85.00	\$85.00	\$85.00
Broker Fees	\$35.00	\$35.00	\$35.00	\$35.00
Total Cost (PEPM)	\$948.55	\$2,030.06	\$1,541.23	\$2,770.91

5K PLATINUM HSA

Monthly Charges	Employee Only	Employee + Spouse	Employee + Child	Employee + Family
Stop-Loss Premium	\$547.34	\$1,261.77	\$938.85	\$1,751.17
Claims Fund	\$360.12	\$830.18	\$617.72	\$1,152.18
Admin Cost	\$85.00	\$85.00	\$85.00	\$85.00
Broker Fees	\$35.00	\$35.00	\$35.00	\$35.00
Total Cost (PEPM)	\$1,027.45	\$2,211.95	\$1,676.57	\$3,023.35

6.55K PLATINUM HSA

Monthly Charges	Employee Only	Employee + Spouse	Employee + Child	Employee + Family
Stop-Loss Premium	\$513.20	\$1,183.07	\$880.30	\$1,641.94
Claims Fund	\$337.66	\$778.40	\$579.19	\$1,080.32
Admin Cost	\$85.00	\$85.00	\$85.00	\$85.00
Broker Fees	\$35.00	\$35.00	\$35.00	\$35.00
Total Cost (PEPM)	\$970.85	\$2,081.47	\$1,579.49	\$2,842.26

8K PLATINUM HSA

Monthly Charges	Employee Only	Employee + Spouse	Employee + Child	Employee + Family
Stop-Loss Premium	\$486.54	\$1,121.63	\$834.58	\$1,556.67
Claims Fund	\$320.12	\$737.97	\$549.11	\$1,024.21
Admin Cost	\$85.00	\$85.00	\$85.00	\$85.00
Broker Fees	\$35.00	\$35.00	\$35.00	\$35.00
Total Cost (PEPM)	\$926.66	\$1,979.60	\$1,503.69	\$2,700.88

Contingencies

General Contingencies



All standard Policy provisions apply. The laws of the state where the policy is issued will apply. Certain conditions, exclusions, and limitations may apply. Please feel free to request a sample policy to review. This proposal is based on a description of the employee benefit plan(s) provided and accepted by Arlo, employee, and dependent census data, submission of any requested claim information, plus any other information relevant to the underwriting risk.

This Proposal does not bind excess loss insurance coverage. Arlo reserves the right to rescind the Proposal or re-rate the group upon receipt of complete underwriting information.

- ▶ This is a medically underwritten, firm quote, contingent on the submitted enrollment census file - differences between the submitted census and the final enrollment census may result in a rate change. In particular, additional members, lower participation, changes in names or dates of birth, or other demographic information in the final enrollment file may trigger a rerate or a declined quote. After initial enrollment, subscribers and dependents may only be added to the policy for qualifying life events.
- ▶ Arlo doesn't require medical applications. However, if the group has completed them in the last 6 months, they must be provided to Arlo for review.
- ▶ The group must complete a medical disclosure form to disclose any known high-risk conditions and prescription needs. The proposal might be subject to rerate or DTQ if high-risk diagnoses were not taken into consideration in our medical underwriting process.
- ▶ Arlo does not require claims experience; however, if the group has claims experience available (in the form of carrier aggregate reports, government-mandated reporting, or claims data), it will need to be provided at the time of underwriting. Rates may be subject to change if this information is not provided during underwriting and disclosed later.
- ▶ This Proposal relies upon the accuracy and truth statements, declarations, and representations of underwriting information provided. Arlo reserves the right to rerate or rescind the proposal if any of the information provided for initial underwriting changes, including revisions to names, gender, and date of birth on the member census, result in a material change in risk rating of the group.
- ▶ Proposals issued before 90 days of the effective date are illustrative only and will be subject to rerate. Firm quotes can only be issued 90 days before the requested effective date.
- ▶ The effective date may only be changed within 90 days of the original census submission date; otherwise, it will trigger a rerate.
- ▶ The proposal is based on the contract holder's Agent being properly licensed.

General Contingencies (cont.)

- ▶ The quote is contingent on a minimum enrollment of 50% of eligible employees (or 75% of eligible employees after eligible waivers meaning member has other primary medical coverage). Coverage needs to be at least of minimum value as defined by the ACA.
- ▶ The proposal assumes no more than one employee or 5% of enrolled members (whatever is greater) to be COBRA participants at the time of underwriting.
- ▶ Rate and Factors are contingent upon review of the Plan Document language prior to binding coverage. Coverage cannot be bound until this review has been completed and accepted by Arlo.
- ▶ Arlo must receive a signed plan document within 90 days of the effective date. If the descriptions of the benefits or plan provisions differ from what was initially utilized to underwrite the risk, the rates, factors, and terms may be subject to re-rating retroactive to the effective date.
- ▶ Claims cannot be paid before receipt and approval of the plan document and before the receipt of the first month's premium.
- ▶ Arlo reserves the right to rerate the group and make rate adjustments if enrollment counts change by more than +/- 10% during the policy period.
- ▶ The Group shall maintain enrollment at a level sufficient to ensure that the Premium and Factor do not decrease below seventy-five percent (75%) of the Premium and Factor determined based on the initial month of enrollment. In the event that enrollment falls below such level, the Group shall remain obligated to pay, at a minimum, an amount equal to seventy-five percent (75%) of the original Premium and Factor based on the highest-cost plan selected.
- ▶ The proposal assumes retirees and 1099 independent contractors are not covered under this plan.
- ▶ For groups with less than 20 employees, this proposal assumes that Medicare is the primary payer for Medicare-eligible employees.
- ▶ Employees must be genuinely employed; part-time and seasonal employees are excluded. Part-time is defined as less than 20 hours of work per week.
- ▶ The proposal is based on the quoted program as a whole, including benefit design, plan documents, selected provider access strategy/network, PBM, TPA, utilization & large claim review, specific provisions in the SPD, and other cost containment vendors and solutions. Any modification to the program or SPD can trigger a rerate or may result in a DTQ.
- ▶ Stop Loss reimbursements under this policy will be net of all prescription drug rebates regardless of who the rebates are paid to, i.e., they will be applied against the stop-loss deductible. If an aggregate loss exists at the end of the policy, rebates will need to be paid directly to Arlo's premium account.

General Contingencies (cont.)

- ▶ Network Access Fees, TPA Admin fees, broker fees, direct primary care fees, and other admin fees (including claim repricing fees, claim audit fees, and fees that are calculated on a shared savings basis) are not eligible for reimbursement under the Specific or Aggregate Coverage unless specified elsewhere in this proposal.
- ▶ No run-in coverage is provided unless indicated otherwise in the proposal.
- ▶ Proposed rates include any state assessments (premium taxes) that may apply.
- ▶ The following types of groups cannot bind coverage: Cannabis-related groups, multi-employer professional employer organizations (PEOs), and employee leasing/staffing firms (if coverage includes leased employees that are under the direction of another firm).
- ▶ The medical stop loss coverage is underwritten by Nationwide Life Insurance Company, Columbus, Ohio (CA COA #7032). In Hawaii, Louisiana and Oregon, the plan is underwritten by Nationwide Mutual Insurance Company, Columbus, Ohio. Applicable to policy form GBSL AO L20 or state equivalent. Nationwide and Railway Health Inc. (dba Arlo) are separate and non-affiliated companies. NSM-0454AO (8/24)

Additional Contingencies

- Eligible out-of-network and facility claims will initially be made at 140% of Medicare. Amounts greater than 200% of Medicare will not be reimbursed. For plans using reference-based pricing, claims will be initially priced at the abovementioned level, and the maximum amount covered under stop-loss will be set at 200% of Medicare.

Signature and Agreements

▶ I have reviewed this proposal and agree to the abovementioned rates

Plan Design(s) Selected

5K Platinum HSA

Contract Holder

DATE: 09/10/2025

LEGAL NAME: City of Huron

TITLE: Interim City Manager

SIGNATURE: 

Agency

NPN:

NAME:

TITLE:

SIGNATURE:

Quoted Census

Quoted Census

First Name	Last Name	DOB	Gender	Relationship	Enrollment Tier
Collin	Armstrong	1993/08/26	M	E	EE
Gerald	Baum	1967/12/06	M	E	EE
Logan	Bethard	1995/01/08	M	E	EE
Ryan	Blainey	1980/11/20	M	E	EC
Quinn	Blainey	2022/03/15	F	C	EC
Ryan	Blainey	2006/12/29	M	C	EC
Zachary	Blair	1989/10/20	M	E	EF
Gabrielle	Blair	1996/07/16	F	S	EF
Ethan	Mckillips	2013/06/20	M	C	EF
Ella	Blair	2023/08/30	F	C	EF
Declan	Blair	2021/04/08	M	C	EF
Ryan	Boesch	1985/06/06	M	E	EF
Christine	Boesch	1983/06/16	F	S	EF
Brynlee	Boesch	2014/07/06	F	C	EF
Kori	Boesch	2012/03/04	F	C	EF
Carolyn	Boger	1993/02/16	F	E	EF
Curtis	Boger	1992/11/09	M	S	EF
Lucille	Boger	2021/03/22	F	C	EF
Hunter	Boger	2018/08/20	M	C	EF
Chad	Bouck	1981/09/18	M	E	EF

Quoted Census

Quoted Census (cont.)

First Name	Last Name	DOB	Gender	Relationship	Enrollment Tier
Nycola	Bouck	1978/07/19	F	S	EF
Toby	Bouck	2014/12/05	M	C	EF
Cora	Bouck	2017/03/20	F	C	EF
Lucas	Ahlers	2003/11/06	M	C	EF
Milo	Bouck	2021/07/12	M	C	EF
Kevin	Bower	1989/12/12	M	E	EF
Jessica	Bower	1987/05/02	F	S	EF
Callie	Bower	2019/11/25	F	C	EF
Dax	Bower	2016/02/17	M	C	EF
Jason	Chaffee	1996/06/15	M	E	EF
Jayden	Chaffee	2002/09/17	F	S	EF
Jolene	Chaffee	2024/09/22	F	C	EF
Michael	Clavette	1990/08/15	M	E	EE
Brian	Croucher	1974/08/29	M	E	EC
Aregash	Croucher	2008/02/11	F	C	EC
Logan	Demuth	1992/10/17	M	E	EF
Marissa	Demuth	1995/09/14	F	S	EF
Brynlee	Demuth	2024/05/11	F	C	EF
Brezlyn	Demuth	2022/06/07	F	C	EF
Steve	Didelot	1964/01/19	M	E	EE

Quoted Census

Quoted Census (cont.)

First Name	Last Name	DOB	Gender	Relationship	Enrollment Tier
Bryan	Edwards	1971/10/19	M	E	EF
Angela	Edwards	1975/11/14	F	S	EF
Faith	Edwards	2013/06/13	F	C	EF
Ethan	Edwards	2008/07/31	M	C	EF
Dominic	Edwards	2006/12/07	M	C	EF
Christina	Edwards	2005/06/17	F	C	EF
Joseph	England	1977/11/28	M	E	EE
Jack	Evans	1990/03/12	M	E	EF
Whitney	Evans	1990/07/30	F	S	EF
Emmarie	Evans	2020/09/24	F	C	EF
Ella	Evans	2017/12/14	F	C	EF
Olivia	Evans	2015/11/24	F	C	EF
Christopher	Folger	1981/07/01	M	E	EF
Ashley	Folger	1984/10/16	F	S	EF
Owen	Folger	2013/10/22	M	C	EF
Casey	Folger	2011/10/25	M	C	EF
Reese	Folger	2015/10/26	F	C	EF
Samuel	Folger	2018/03/13	M	C	EF
Christine	Gibboney	1962/10/09	F	E	EE
Terry	Graham	1967/02/04	M	E	ES

Quoted Census

Quoted Census (cont.)

First Name	Last Name	DOB	Gender	Relationship	Enrollment Tier
Tamara	Graham	1969/01/12	F	S	ES
Troy	Halstead	1978/11/12	M	E	EC
Hendrix	Halstead	2007/10/23	M	C	EC
Hayden	Halstead	2007/10/23	M	C	EC
Stuart	Hamilton	1968/11/29	M	E	ES
Andrea	Hamilton	1973/03/26	F	S	ES
Whitney	Hermes	1996/01/04	F	E	EC
Scott	Hillman	1981/08/04	M	E	EC
Aiden	Hillman	2014/02/27	M	C	EC
Allison	Hillman	2010/02/04	F	C	EC
Michael	Hohler	1973/09/27	M	E	EF
Holli	Hohler	1972/04/24	F	S	EF
Alayna	Hohler	2004/06/16	F	C	EF
Garrison	Hohler	2002/10/09	M	C	EF
Audra	Hohler	2007/05/10	F	C	EF
Anthony	Jones	1982/01/01	M	E	EE
Shari	Kreutzfeld	1986/08/15	F	E	EC
Damian	Silverwood	2017/06/23	M	C	EC
Tucker	Brown	2008/09/03	M	C	EC
Jeven	Buehler	2010/03/18	M	C	EC

Quoted Census

Quoted Census (cont.)

First Name	Last Name	DOB	Gender	Relationship	Enrollment Tier
Kegan	Lobsinger	1998/06/05	M	E	EE
Keith	Lobsinger	1971/10/30	M	E	EF
Tina	Lobsinger	1974/03/03	F	S	EF
Kylie	Lobsinger	2002/03/15	F	C	EF
Kamryn	Lobsinger	2001/02/09	F	C	EF
Martin	Luipold	1970/05/30	M	E	EE
Evan	Michel	2001/11/09	M	E	EE
Douglas	Nash	1971/01/17	M	E	EC
Reed	Nash	2003/09/03	M	C	EC
Terry	Ochs	1958/08/19	M	E	ES
Carolyn	Ochs	1956/03/17	F	S	ES
John	Orzech	1993/03/31	M	E	EE
Isaac	Phillips	1997/02/19	M	E	EF
Gabriella	Phillips	1990/09/18	F	S	EF
Blair	Phillips	2025/05/15	F	C	EF
Reed	Phillips	2021/08/06	M	C	EF
Richard	Reinbolt	1967/10/05	M	E	EE
Eric	Ritter	2001/08/04	M	E	EF
Samantha	Ritter	2001/05/22	F	S	EF
Kaysen	Ritter	2025/07/23	M	C	EF

Quoted Census

Quoted Census (cont.)

First Name	Last Name	DOB	Gender	Relationship	Enrollment Tier
Alec	Romick	1989/01/23	M	E	EE
Charles	Ruggles	1986/12/02	M	E	EE
Jodi	Rutherford	1973/01/03	F	E	EE
Sean	Ryan	1975/04/16	M	E	EF
Jennifer	Ryan	1975/03/17	F	S	EF
Brady	Ryan	2002/12/20	M	C	EF
Caitlyn	Ryan	2001/03/09	F	C	EF
Tyler	Sams	1992/06/20	M	E	EE
Jerod	Smith	1981/10/03	M	E	EF
Abbey	Smith	1984/03/23	F	S	EF
Emily	Smith	2018/04/29	F	C	EF
Daniel	Soisson	1983/09/17	M	E	EF
Kaleen	Soisson	1985/11/30	F	S	EF
Carter	Soisson	2014/04/01	M	C	EF
Lucas	Soisson	2018/06/30	M	C	EF
Nicholas	Thaxton	1979/08/30	M	E	EC
Aubrey	Thaxton	2015/10/08	F	C	EC
Sophia	Thaxton	2012/03/06	F	C	EC
Terri	Welkener	1965/10/07	F	E	EE
Brent	Yoakum	1977/02/05	M	E	EC

Quoted Census

Quoted Census (cont.)

First Name	Last Name	DOB	Gender	Relationship	Enrollment Tier
Dominic	Zappa	1961/07/08	M	E	ES
Cynthia	Zappa	1966/11/26	F	S	ES
Lennon	Hermes	2022/01/13	F	C	EC

Next Steps

Sep 15



Sale Confirmed

▸ GROUP MARKED "SOLD" IN QUOTING PORTAL

Sep 17



Final Enrollment Verified

▸ BROKER UPLOADS FINAL CENSUS
▸ BROKER SUBMITS MEDICAL DISCLOSURE
▸ UNDERWRITING VERIFIES & LOCKS RATES

Sep 24



Proposal Signed

▸ BROKER SUBMITS SIGNED STOP-LOSS PROPOSAL

Oct 16



Application Signed

▸ BROKER SUBMITS SIGNED STOP-LOSS APPLICATION

Oct 31



Binder Premium Paid

▸ TPA REMITS PAYMENT

Nov 15



SPD Signed

▸ BROKER SUBMITS SIGNED SPD FOR ALL ELECTED PLANS



TO: Mayor Tapp and City Council
FROM: Terri Welkener , Clerk of Council
RE: Resolution No. 70-2025 (*submitted by Stuart Hamilton*)
DATE: October 14, 2025

Subject Matter/Background

This consent legislation gives permission to ODOT to complete its annual mowing for State Route 2 and US 6 corridors including ramps and rest areas. Specifically for the City, work will be from approximately the 15.353-mile marker to the 15.739-mile marker of State Route 2, the 15.892-mile marker to the 17.303-mile marker of State Route 2, and 16.015-mile marker to the 16.164-mile marker of US 6.

The mowing contract is for two (2) mowings to occur during the year 2026 between May 1 and October 31.

Financial Review

There is no financial impact relating to this legislation, other than any added construction items requested by the City and not necessary for the project (none are anticipated).

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 70-2025 is in order.

[Resolution No. 70-2025 PID 115625 Huron Consent Legislation.doc](#)

CONSENT LEGISLATION

Resolution No. 70-2025

PID No. 115625

Project Name D03 MOW FY2026 (B)

The following Resolution enacted by the City of Huron of Erie County, Ohio, hereinafter referred to as the City, in the matter of the stated described project.

SECTION I - Project Description

WHEREAS, the State has identified the need for the described project:

The proposed project is for the annual mowing contract for State Route 2 and US 6 corridors including ramps and rest areas. Specifically for the City, work will be from approximately the 15.353-mile marker to the 15.739-mile marker of State Route 2, the 15.892-mile marker to the 17.303-mile marker of State Route 2, and 16.015-mile marker to the 16.164-mile marker of US 6.

The mowing contract is for two (2) mowings to occur during the year 2026 between May 1 and October 31.

NOW THEREFORE, be it ordained by the City of Huron of Erie County, Ohio.

SECTION II - Consent Statement

Being in the public interest, the City gives consent to the Director of Transportation to complete the above-described project.

SECTION III - Cooperation Statement

The City shall cooperate with the Director of Transportation in the above-described project as follows:

- 1) *The City gives consent for the above improvement,*
- 2) ***No funds are required from the City** except that the City agrees to assume and bear one hundred percent (100%) of the total cost for added construction items requested by the City and not necessary for the improvement as determined by the State and the Federal Highway Administration.*

SECTION IV - Maintenance

Upon completion of the described Project, and unless otherwise agreed, the City shall:

- 1) *Provide adequate maintenance for the described Project in accordance with all applicable state and federal law;*
- 2) *Provide ample financial provisions, as necessary, for the maintenance of the described project;*
- 3) *Maintain the right-of-way, keeping it free of obstructions; and hold said right-of-way inviolate for public highway purposes.*

SECTION V – Utilities and Right-of-Way Statement

If City owned utilities, within a corporation limit or in a private easement outside corporation limits, need to be relocated due to this ODOT project, the City will be reimbursed for any relocation work; ODOT will perform the coordination, relocation, and reimbursement which shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

If other public and private utilities need to be relocated due to this ODOT project they will not be reimbursed for relocation; with exceptions due to an easement, etc.

SECTION VI - Authority to Sign

The City Manager of said City of Huron is hereby empowered on behalf of the City of Huron to enter into contracts with the Director of Transportation necessary to complete the above described project.

Passed: October 14, 2025.

Attested: _____
Terri Welkener, Clerk of Council Stuart Hamilton, City Manager

Attested: _____
Monty Tapp, Mayor

This Resolution is hereby declared to be an emergency measure to expedite the highway project and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

CERTIFICATE OF COPY
STATE OF OHIO
City of Huron of Erie County, Ohio

I, Terri S. Welkener, as Clerk of the City of Huron of Erie County, Ohio, do hereby certify that the foregoing is a true and correct copy of Resolution No. 70-2025 adopted by the legislative Authority of the said City of Huron on the 14th day of October, 2025, that the publication of such Resolution has been made and certified of record according to law; that no proceedings looking to a referendum upon such Resolution have been taken; and that such Resolution and certificate of publication thereof are of record as required by the Charter of the City of Huron.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this 15th day of October, 2025,

(SEAL)
(If Applicable)

Clerk Signature

City of Huron of Erie County, Ohio.

The foregoing is accepted as a basis for proceeding with the project herein described.

For the City of Huron of Erie County, Ohio

Attest: _____, Date: 10/15/2025
Stuart Hamilton, City Manager



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Resolution No. 71-2025 (*submitted by Stuart Hamilton*)
DATE: October 14, 2025

Subject Matter/Background

As part of the contract signed in 2024 for years 2025, 2026 and 2027, a healthcare reopener was added allowing the City and the bargaining units to renegotiate not only healthcare, but also the wages section. These negotiations were completed and all units agreed to the new healthcare costs (~20% savings), to upping staff contribution from 6% to 8% and yearly pay increases of 3% for 2026 and 3.25% for 2027. The healthcare reopener was kept in but will only be activated if we see an 20% increase to enable closing the contracts out through the end of the term.

Financial Review

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. 71-2025 is in order.

[Resolution No. 71-2025 FOP Sergeants CBA \(2026 Reopener\) \(1\).doc](#)

[Exh A FOP Sergeants CBA 2026 Re-Opener \(FINAL 9-24-25\) \(1\).pdf](#)

RESOLUTION NO. 71-2025

Introduced by Joe Dike

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDED 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

WHEREAS, the City of Huron entered into a Collective Bargaining Agreement with the Fraternal Order of Police/OLC/Sergeants for the contract period January 1, 2025 through December 31, 2027 pursuant to Resolution No. 100-2024 adopted on December 18, 2025 (hereinafter, the "CBA"); and

WHEREAS, the CBA contained a clause to reopen negotiations for 2026 and 2027 relating to healthcare and wages only; and

WHEREAS, negotiations were reopened in August of 2026, resulting in amendment to several sections of the CBA.

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

SECTION 1: The City Manager is authorized and directed to execute an amended 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
2026 Re-Opener**



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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 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 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:

- A. The cost of the K-9
- B. Food and nutrition for the K-9
- C. Instruments, equipment, and professional services related to the health, care, grooming, housing and training of the K-9
- D. All medicine, immunizations, necessary appliances, and veterinary and professional care related to the K-9
- E. All boarding fees and related costs for the K-9
- F. 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 a percentage of the combined premiums for the employee benefits program including medical/prescription drugs, dental and vision as set forth in the chart below. The parties agree to re-open the contract to negotiate this health insurance article for 2027 as specified in the Duration Article herein.

Calendar Year	Employee Contribution
2025	6%
2026	8%
2027	8%

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.

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.

- 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	\$3,750	\$937.50
Waive Employee plus Child(ren)	\$7,500	\$1,875
Waive Family (Children)	\$5,500	\$1,375

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)	\$5,000
Employee + Spouse	\$5,000
Employee + Family	\$5,000

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:
 - F. 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:
- G. 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.
- H. 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, in the event the primary health plan rating results in a premium increase in excess of 20%, the parties agree that to allow for health insurance open enrollment in September 2026, 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 August 14, 2026. 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).

EXECUTION

In witness whereof, the parties have executed this Agreement as of the ____ day of September, 2025 in Huron, Ohio. _

FOR THE FOP/OLC:

FOR THE CITY OF HURON:

Megan Regan, Staff Attorney by

Stuart Hamilton, City Manager

John Orzech, Sergeant Unit

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

"Protector of the Protectors"

**YOUR MEMBERSHIP IN THE
FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL**

WHAT YOU NEED TO KNOW



OHIO LABOR COUNCIL

There is a big difference between being a "Member in good standing" and being a "Non-Member". You need to know:

	Member in Good Standing	Non-Member
I am entitled to Criminal Legal Defense related to my job duties	✓	✗
Civil Protection—Enforcing the Employer to Cover Actions	✓	✗
I can vote on my contract	✓	✗
I can serve on my bargaining committee	✓	✗
I can serve as a delegate to the annual conference	✓	✗
I can hold a seat on the FOP/OLC Executive Committee	✓	✗
I can vote on an MOU	✓	✗
\$3,500.00 AD&D Insurance Plan	✓	✗

As you can see, the benefit of **Full Membership**, paying regular membership dues, far outweigh what Non-Members are entitled to. If you are not yet a full member, please follow this link to the [Authorization for Dues Deduction Form](#) or scan the QR Code below to fill out the Authorization for Dues Deduction form. We will notify the staff member assigned to your bargaining unit that you have filled out the form.

FOP Ohio Labor Council

222 East Town St

Phone: 614-224-5700

TF: 800-367-6524

Fax: 614-224-5775

www.FOPOLC.org

www.Facebook.com/fopolc



By filling out the Authorization for Dues Deduction form, you are agreeing to paying monthly dues to the Union, in exchange for all benefits and protections of the Union.

APPENDIX B
(Hourly Rates of Pay)

SERGEANTS					
Hourly Rates of Pay					
	2024	2025 adjustment Step A	2025 +\$1.75 Steps B & C	2026 re-opener +3.00%	2027 reopener +3.25%
A	39.92	42.38		43.65	45.07
B	38.09		39.84	41.04	42.37
C	36.34		38.09	39.23	40.50

APPENDIX C
(Huron Police Department / General Request)

Huron Police Department/General Request

Print Date/Time: _____

Employee: _____ Unit #: _____

Requesting (Select One): _____

Start Date: _____ Start Time: _____

End Date: _____ End Time: _____

Comments: _____

Employee

Signature:
Approved:

☐

Returned by: _____

Returned Date: _____

Disapproved:

☐

----- Cut Here -----

Huron Police Department/General Request

Print Date/Time: _____

Employee: _____ Unit #: _____

Requesting (Select One): _____

Start Date: _____ Start Time: _____

End Date: _____ End Time: _____

Comments: _____

Employee Signature: _____

Approved:

☐

Returned by: _____

Returned Date: _____

Disapproved:

☐

APPENDIX D
(Sick Leave Conversion Form)

CITY OF HURON
DEPARTMENT OF FINANCE
SICK LEAVE CONVERSION FORM

I, _____, request that _____ hours of sick leave be converted to _____ hours of personal time in accordance with Article 22 of the Collective Bargaining Agreement between the City of Huron and the Fraternal Order of Police, Ohio Labor Council, Inc.

Signed: _____ Date: _____

Approved by Finance:

_____ Date: _____

APPENDIX E
(Sick Leave Conversion to Payment Request)

CITY OF HURON
DEPARTMENT OF FINANCE
SICK LEAVE CONVERSION TO PAYMENT REQUEST

I, _____, request that _____ hours of sick leave be converted to a cash payment in accordance with Article 22 of the Collective Bargaining Agreement between the City of Huron and the Fraternal Order of Police, Ohio Labor Council, Inc.

Signed: _____ Date: _____

Approved by Finance:

_____ Date: _____

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: Stuart Hamilton , Service Director
RE: Resolution No. 72-2025 (*submitted by Stuart Hamilton*)
DATE: October 14, 2025

Subject Matter/Background

As part of the contract signed in 2024 for years 2025, 2026 and 2027, a healthcare reopener was added allowing the City and the bargaining units to renegotiate not only healthcare, but also the wages section. These negotiations were completed and all units agreed to the new healthcare costs (~20% savings), to upping staff contribution from 6% to 8% and yearly pay increases of 3% for 2026 and 3.25% for 2027. The healthcare reopener was kept in but will only be activated if we see an 20% increase to enable closing the contracts out through the end of the term.

Financial Review

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. 72-2025 is in order.

[Resolution No. 72-2025 FOP Patrol Officers CBA \(2026 Reopener\) \(1\).doc](#)

[Exh A FOP Patrol Officers CBA - 2026 Reopener \(FINAL 9-24-25\) \(1\).pdf](#)

RESOLUTION NO. 72-2025

Introduced by Joe Dike

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDED 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

WHEREAS, the City of Huron entered into a Collective Bargaining Agreement with the Fraternal Order of Police/OLC/Patrol Officers for the contract period January 1, 2025 through December 31, 2027 pursuant to Resolution No. 100-2024 adopted on December 18, 2025 (hereinafter, the "CBA"); and

WHEREAS, the CBA contained a clause to reopen negotiations for 2026 and 2027 relating to healthcare and wages only; and

WHEREAS, negotiations were reopened in August of 2026, resulting in amendment to several sections of the CBA.

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

SECTION 1: The City Manager is authorized and directed to execute an amended 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
2026 Re-Opener**



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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 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 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 paying a percentage of the combined premiums for the employee benefits program including medical/prescription drugs, dental and vision as set forth in the chart below. The parties agree to re-open the contract to negotiate health insurance article for 2027 as specified in the Duration Article herein.

Calendar Year	Employee Contribution
2025	6%
2026	8%
2027	8%

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 beginning October 1, 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	\$3,750	\$937.50
Waive Employee plus Child(ren)	\$7,500	\$1,875
Waive Family (Children)	\$5,500	\$1,375

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 funded in equal bi-monthly installments beginning with the first payroll date in January 2026.

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

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.

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, in the event the primary health plan rerating results in a premium increase in excess of 20%, the parties agree that to allow for health insurance open enrollment in September 2026, 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 August 14, 2026. 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).

EXECUTION

In witness whereof, the parties have executed this Agreement as of the ____ day of September, 2025, in Huron, Ohio._

FOR THE FOP/OLC:

FOR THE CITY OF HURON:

Megan Regan, Staff Attorney
Andrea H. Johan, Esq.
Senior Staff Representative

Stuart Hamilton, Interim City Manager

Brian Clayman, Patrol Unit

Zachary Blair, Patrol Unit

APPENDIX A
(Authorization for Dues Deduction Form)

"Protector of the Protectors"

**YOUR MEMBERSHIP IN THE
FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL**

WHAT YOU NEED TO KNOW



OHIO LABOR COUNCIL

There is a big difference between being a "Member in good standing" and being a "Non-Member". You need to know:

	Member in Good Standing	Non-Member
I am entitled to Criminal Legal Defense related to my job duties	✓	✗
Civil Protection—Enforcing the Employer to Cover Actions	✓	✗
I can vote on my contract	✓	✗
I can serve on my bargaining committee	✓	✗
I can serve as a delegate to the annual conference	✓	✗
I can hold a seat on the FOP/OLC Executive Committee	✓	✗
I can vote on an MOU	✓	✗
\$3,500.00 AD&D Insurance Plan	✓	✗

As you can see, the benefit of **Full Membership**, paying regular membership **dues**, far outweigh what Non-Members are entitled to. If you are not yet a full member, please follow this link to the [Authorization for Dues Deduction Form](#) or scan the QR Code below to fill out the Authorization for Dues Deduction form. We will notify the staff member assigned to your bargaining unit that you have filled out the form.

FOP Ohio Labor Council

222 East Town St

Phone: 614-224-5700

TF: 800-367-6524

Fax: 614-224-5775

www.FOPOLC.org

www.facebook.com/fopolc



By filling out the Authorization for Dues Deduction form, you are agreeing to paying monthly dues to the Union, in exchange for all benefits and protections of the Union.

APPENDIX B

PATROL OFFICERS				
Hourly Rates of Pay				
	2024	2025 Adjustment + \$1.75	2026 Re-opener +3.00%	2027 Reopener +3.25%
A	33.34	35.32	36.38	37.56
B	29.84	31.96	32.92	33.99
C	25.27	28.59	29.45	30.41
D	23.19	25.25	26.01	26.86
E	22.49	deleted		

APPENDIX C
(Huron Police Department / General Request)

Huron Police Department/General Request

Print Date/Time: _____

Employee: _____ Unit #: _____

Requesting (Select One): _____

Start Date: _____ Start Time: _____

End Date: _____ End Time: _____

Comments: _____

Employee Signature: _____

Approved:

☐

Returned by: _____

Returned Date: _____

Disapproved:

☐

----- Cut Here -----

Huron Police Department/General Request

Print Date/Time: _____

Employee: _____ Unit #: _____

Requesting (Select One): _____

Start Date: _____ Start Time: _____

End Date: _____ End Time: _____

Comments: _____

Employee Signature: _____

Approved:

☐

Returned by: _____

Returned Date: _____

Disapproved:

☐

APPENDIX D
(Sick Leave Conversion Form)

CITY OF HURON
DEPARTMENT OF FINANCE
SICK LEAVE CONVERSION FORM

I, _____, request that _____ hours of sick leave be converted to _____ hours of personal time in accordance with Article 22 of the Collective Bargaining Agreement between the City of Huron and the Fraternal Order of Police, Ohio Labor Council, Inc.

Signed: _____ Date: _____

Approved by Finance:

_____ Date: _____

APPENDIX E
(Sick Leave Conversion to Payment Request)

CITY OF HURON
DEPARTMENT OF FINANCE
SICK LEAVE CONVERSION TO PAYMENT REQUEST

I, _____, request that _____ hours of sick leave be converted to a cash payment in accordance with Article 22 of the Collective Bargaining Agreement between the City of Huron and the Fraternal Order of Police, Ohio Labor Council, Inc.

Signed: _____ Date: _____

Approved by Finance:

_____ Date: _____

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: Stuart Hamilton , Service Director
RE: Resolution No. 73-2025 (*submitted by Stuart Hamilton*)
DATE: October 14, 2025

Subject Matter/Background

As part of the contract signed in 2024 for years 2025, 2026 and 2027, a healthcare reopener was added allowing the City and the bargaining units to renegotiate not only healthcare, but also the wages section. These negotiations were completed and all units agreed to the new healthcare costs (~20% savings), to upping staff contribution from 6% to 8% and yearly pay increases of 3% for 2026 and 3.25% for 2027. The healthcare reopener was kept in but will only be activated if we see an 20% increase to enable closing the contracts out through the end of the term.

Financial Review

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. 73-2025 is in order.

[Resolution No. 73-2025 - 2025-2027 IAFF CBA \(2026 Reopener\) \(1\).doc](#)

[Resolution No. 73-2025 Exh A IAFF CBA 2026 Re-Opener \(FINAL 10-2-25\) \(1\).pdf](#)

RESOLUTION NO. 73-2025

Introduced by Monty Tapp

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDED AGREEMENT ON BEHALF OF THE CITY OF HURON, OHIO, WITH THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 4168 FOR THE CONTRACT PERIOD JANUARY 1, 2025 THROUGH DECEMBER 31, 2027

WHEREAS, the City of Huron entered into a Collective Bargaining Agreement with the International Association of Firefighters, Local 4168 for the contract period January 1, 2025 through December 31, 2027 pursuant to Resolution No. 7-2025 adopted on January 18, 2025 (hereinafter, the "CBA"); and

WHEREAS, the CBA contained a clause to reopen negotiations for 2026 and 2027 relating to healthcare and wages only; and

WHEREAS, negotiations were reopened in August of 2026, resulting in amendment to several sections of the CBA.

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

SECTION 1: The City Manager is authorized and directed to execute an amended agreement for and on behalf of the City of Huron, Ohio with the International Association of Firefighters, Local 4168 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: _____

**A COLLECTIVE BARGAINING AGREEMENT
BETWEEN**

**THE
CITY OF HURON**

AND

**THE INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, LOCAL 4168**

***JANUARY 1, 2025
DECEMBER 31, 2027***

2026 RE-OPENER



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ARTICLE 1

PURPOSE

1.1 This Agreement is entered into by and between the City of Huron, hereinafter referred to as the "Employer" and/or "City", and Local 4168, International Association of Firefighters, hereinafter referred to as the "Union." It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustment of differences that may arise; and to establish proper standards of wages, hours, and other conditions of employment.

ARTICLE 2

RECOGNITION

2.1 The Employer recognizes Huron Professional Firefighters, Local 4168 International Association of Firefighters AFL-CIO, as the sole and exclusive Bargaining Agent for the Fulltime Employees of the City of Huron Fire Department, Huron, Ohio, with the exception of the Fire Chief and part-time Employees.

2.2 Union shall have sole authority on behalf of all Employees in the bargaining unit to bargain with respect to all matters relating to wages, hours and other terms and conditions of employment.

2.3 The City and the Union agree to enter in good faith negotiations in all matters as required by law. Both parties agree the Union shall have the right to appoint or elect representatives from its membership and such representatives shall be authorized and recognized by the City to represent the Union. The names of the Employees so selected who may represent the Union shall be certified in writing to the City Manager.

2.4 The Employees covered under this agreement presently include:

- Full time Firefighters
- Full time Lieutenants
- Full time Captains

ARTICLE 3

MANAGEMENT RIGHTS

3.1 The Union recognizes that except as otherwise expressly limited in the Agreement, the City has the sole and exclusive right to manage its operations and facilities and to direct the work force. The right to manage includes, but is not limited to, the authority of the City and its sole and exclusive discretion and judgment, to:

1. Determine matters of inherent managerial policy which govern, including but not limited to, the function and programs of the City, standards of service, its overall budget, utilization of technology, and its organizational structure,
2. Direct, supervise, evaluate or hire Employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;

4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain Employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the City as a unit of government;
8. Take actions to carry out the mission of the City as a governmental unit; and
9. Effectively manage the work force.

3.2 The parties recognize that the Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms, and conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

ARTICLE 4 **NO STRIKE/NO LOCKOUT**

4.1 The Union, 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.

4.2 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 1 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.

4.3 The Employer agrees that neither it, its officer, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of IAFF Local 4168, unless those members have violated Section 1 of this Article.

4.4 In the event the Ohio Revised Code Section 4117 does change, this Article shall be renegotiated within sixty (60) calendar days to the satisfaction of both parties, pursuant to the collective bargaining laws.

ARTICLE 5 **DISCRIMINATION**

5.1 The parties to this agreement shall not discriminate for or against any Employee on the basis of membership or position in the Union and both the Employer and Union agree to conform to all Federal and/or State Equal Employment laws.

5.2 The Employer and the Union agree there will be no discrimination by the Employer or the Union against any Employee because of the Employee's lawful activities and/or support of the Union or because the Employee does not support the Union or participate in Union activities.

5.3 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 the job classifications, regardless of gender assigned at birth.

ARTICLE 6

STEWARDS/REPRESENTATIVES/BARGAINING TEAM

6.1 The President of Local 4168 and/or their designee may be allowed time off with pay to perform the following Union business as long as, at the time the request is made, sufficient manning can be sustained at four personnel for the date requested as defined hereunder:

- Representation of a bargaining unit member at any step of the grievance process, conferences or inquires.
- Attendance at IAFF, OAPFF, AFL-CIO or labor relations seminars or any meeting or seminar the President of Local 4168 or his/her designee deems necessary to attend.

The President or their designee shall perform such IAFF business with proper regard for the operational needs of the Employer not to exceed 80 hours per calendar year.

Duty time spent in IAFF business shall be compensated at the applicable straight time rate of pay, and there shall be no overtime compensation for the time spent on IAFF business which extends beyond the Employee's regularly scheduled work day or work week.

6.2. Up to two (2) members of the contract negotiating team, per shift, shall be allowed time off for the purpose of attending all meetings which have been mutually set by the Union and the Employer. This shall be contingent upon the Employee providing a qualified person to replace them during the absence. Coverage shall be approved unless the Fire Chief or commanding officer determines that an emergency situation, i.e., unforeseen manpower shortages, exists which prohibits such coverage.

6.3 It is hereby agreed that for the purpose of conducting Union business, Station #1 may be used for Union meetings, but such use shall not interfere with the rights to the use of either station by other members of the Department or those who have previously scheduled the same during the time meetings are being conducted. It is understood that said meetings shall be conducted in a businesslike and professional manner, and departmental operations shall take precedence.

6.4 Whenever a firefighter, who is a sworn member of a fire department in Erie County, Ohio is killed in the line of duty, up to 2 (two) on duty members of the Union shall be given time off with pay to attend the funeral.

ARTICLE 7

UNION SECURITY

7.1 All full-time Fire Department Employees shall have the right to become or refuse to become members of the Union and to participate in its activities upon completion of their probationary period.

7.2 Service Fee - Employees who do not join the Union may pay a voluntary service fee to the Union in place of a membership fee (Dues). This agreement shall commence thirty (30) days following the signed agreement between the member and the local. This provision shall not require any employee to become a member of the Union, nor shall the service fee exceed dues paid by members of the Union. The written authorization for such deduction of a service fee by the Employer from the payroll check of the employee and its payment shall be provided to the Employer by the parties entering into the agreement. Service fee payment to the union shall be as outlined in this article.

ARTICLE 8 **PREVAILING RIGHTS**

8.1 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 3 of this Agreement.

8.2 All present, household conveniences presently provided by the Management shall be maintained.

ARTICLE 9 **PRINTING AND SUPPLYING OF AGREEMENT**

9.1 The Employer agrees to bear the costs of printing this Agreement.

9.2 Within thirty (30) calendar days of the execution of their Agreement, a copy shall be furnished to each bargaining unit Employee.

ARTICLE 10 **LABOR/MANAGEMENT MEETING**

10.1 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 their designee and the City Manager and/or their 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.

10.2 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.

10.3 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 **BULLETIN BOARDS**

11.1 The Employer agrees to provide bulletin board space in an agreed upon area of each manned station for use by the Union. Such space will be clearly marked "IAFF Local 4168."

11.2 All notices which appear on the bulletin board(s) shall be posted and removed by the appropriate Union officials or designees during times not to interfere with daily operations and shall be related to items of interest to the members. Union notices relating to the following matters may be posted:

- a) Newspaper and magazine articles.
- b) Union members' personal notices.
- c) Union recreational and social notices.
- d) Notices of Union meetings.
- e) Notices of Union elections.
- f) Results of Union elections.
- g) Union appointments.
- h) Rulings, policies, reports of committees and officers of the IAFF, OAPFF, and Local 4168 and the AFL-CIO.
- i) Reports of non-political standing committees and independent non-political arms of the Union.
- j) General business notices of the Union.
- k) Comments, as determined by the Union body, regarding a candidate and/or political issue excluding Huron City officials.

11.3 All other notices of any kind not covered in the above listing must receive prior approval of the Fire Chief or their designated representative. It is also understood that no material may be posted on the Union bulletin board(s) at any time which contains the following:

- a) Personal attacks upon any other Employee
- b) Scandalous, scurrilous, or derogatory attacks upon the administration or City officials.
- c) Attacks on any other Employee organization.
- d) Articles of discriminatory nature.

11.4 The Employer shall be permitted to remove any posted material not in conformance with the provisions of this Article. The Employer shall immediately notify the Union when materials are removed and the subject material shall be returned to the Union immediately.

ARTICLE 12

PROBATIONARY PERIOD

12.1 Probationary period and the retention or reduction or removal of probationary Employees shall be governed by the applicable City of Huron Codified Ordinance, Chapter 161, Division of Personnel, Ordinance 161.08 Appointment and Probation. This matter shall not be subject to the grievance procedure contained herein.

ARTICLE 13

MINIMUM QUALIFICATIONS

13.1 The Employer will not remove or discipline any Employee in the bargaining unit for failure to meet any minimum qualifications that were not in effect for their classification on their date of hire, except as otherwise provided in Section 13.2 below.

13.2 This Article does not prohibit the Employer from taking appropriate measures against an Employee in the bargaining unit who does not in good faith successfully complete training and/or course work required of Employees, or from taking appropriate measures against an Employee for failing to perform or being able to do the duties of his classification.

ARTICLE 14

RESIDENCY REQUIREMENT

14.1 It is realized by the Employer and the Union that no member of this bargaining unit is subject to residency requirements.

ARTICLE 15

Hours of Work

15.1 Each shift shall be staffed with a minimum of one (1) Captain, one (1) Lt. and three (3) firefighters. All employees shall work an average work week of 53-hours, unless otherwise assigned to a 40-hour work week by the Chief of the Department. A 53 hour work week shall be comprised of an arrangement of non-consecutive shifts. Shifts will begin at 0700 and end at 0700 the next day. The Employer and the employee agree to a nineteen (19) day, 144 hour work period. Kelly Days will be utilized to maintain compliance with the Fair Labor Standards Act ("FLSA"). The Chief or their designee shall determine which employees per shift are to take Kelly Days needed to avoid incurring overtime for hours worked by the employee during a 19 day period. Hours worked means all hours in active pay status, including scheduled time off. The employees thus assigned to take Kelly Days during each 19 day period shall determine among themselves the day on which their Kelly Day shall be taken. Kelly Days shall be selected by members in accordance with seniority.

For 2025, Kelly Days will be selected within 14 days after the ratification of the collective bargaining agreement. In subsequent years, Kelly Days will be selected annually by the members no later than November 1st of the preceding year. A Kelly Day shall be taken only as a twenty- four (24) hour day. No Kelly Days are to be scheduled on holidays listed in Article 26.

15.2 If the City informs the Union by October 1, 2025 that it no longer wishes to utilize Kelly Days to comply with FLSA requirements for 2026, the City and Union will go directly to arbitration to determine the work week for 2026. The parties shall mutually select the Arbitrator from an FMCS panel of 7 Ohio-based Arbitrators. The arbitration decision must be issued by November 30, 2025. Two days prior to the scheduled arbitration hearing, the parties will submit language to the Arbitrator, and copy the opposing party, that it proposes to replace the language in Article 15. The Arbitrator shall only have the authority to select either the Union's proposed language or the City's proposed language. The Arbitrator's decision shall be final and binding on the parties.

15.3 Should the City not utilize its ability to address the use of Kelly Days established in Article 15.2, the parties will continue to adhere to the language in Article 15.1 for 2026. If the City informs the Union by October 1, 2026, that it no longer wishes to utilize Kelly Days to comply with FLSA requirements for 2027, the City and Union will go to expedited arbitration under AAA to determine the work week for 2027. The parties shall mutually select the Arbitrator from an FMCS panel of 7 Ohio-based Arbitrators. The arbitration decision must be issued by November 30, 2026. Two days prior to the scheduled arbitration hearing, the parties will submit language to the Arbitrator, and copy the opposing party, that it proposes to replace the language in Article 15. The Arbitrator shall only have the authority to select either the Union's proposed language or the City's proposed language. The Arbitrator's decision shall be final and binding on the parties.

15.4 Should the City not utilize its ability to address the use of Kelly Days established in Article 15.2 or 15.3, the parties will continue to adhere to the language in Article 15.1 as negotiated.

15.5 In the event a Fulltime opening shall exist due to retirement, termination, or permanent disability, the City shall proceed to fill that position in a prompt and timely manner; provided, however, any such position shall be filled within ninety (90) days of the occurrence of the event creating such vacancy.

15.6 The "OIC" of each shift shall be responsible for submitting the required time sheet for each firefighter on their shift to the Chief of the Department, or their designee, on the Monday preceding a payday.

ARTICLE 16 **Overtime Pay**

16.1 All hours worked in excess of regularly scheduled shifts (average of 53-hour work week; 144 hours in a 19 day cycle) shall be at the call-in overtime rate. (Call-in overtime pay rate is 150% of hourly rate figured on a forty (40) hour week.) With the exception of emergency situations, overtime will be offered in accordance with the procedure now in effect. As per the Codified Ordinances, overtime hours may be taken as either pay or compensatory time.

16.2 Whenever it is necessary to staff a position which is vacant by reason of an emergency, such as sickness, emergency leave, or other unscheduled absences, excluding comp time and vacations, notice of which occurs less than eight (8) hours prior to the need, overtime shall be utilized to staff the position.

16.3 Rotating overtime list and scheduling shall be maintained by the Administrative Officer or their designee per the current MOT policy found in the Huron Fire Department Policy Manual.

16.4 Provided the City follows the order of the list prepared by Union in calling overtime personnel, no grievance may be filed by any member concerning overtime.

ARTICLE 17

Compensatory Time/Comp Time

17.1 Comp time is available, but you may not have in excess of one hundred forty-four (144) hours on the record at any one time. Comp time that is earned in excess one hundred forty-four (144) hours will be paid at the members hourly rate:

- a) You may opt to take comp time for hours worked (emergency call-in) in excess of your regular shift at the 150% rate. (1.5 hours for each hour i.e., work 3 hours, receive 4.5 hours of comp time.)
- b) If you attend a mandatory class off duty, you will be given the choice of comp time or pay at the 150% rate. If you attend a non-mandatory course off duty, the Department will pay the tuition (in accordance with om· regular training allowance per man), you will not be charged with time-off, and you will accumulate comp time hour for hour for each course hour.
- c) Compensatory time will be accumulated in the same manner as all other City Employees (i.e. 1 hour of eligible time is banked as 1.5 hours), yet because of the duty schedule of 24-hour shifts, a 24-hour period off will be charged at the rate of 13.3 hours. If less time than 24 hours is used, a rate of .55 hours of compensatory time for each hour the Employee is actually off will be charged.

ARTICLE 18

Sick Leave

18.1 A member shall be entitled, for each month of service, to sick leave of one and one fourth (1 1/4) work days-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 1st, 1991. Sick time will be accumulated in the same manner as all other City Employees, yet because of the duty schedule of 24-hour shifts, a 24-hour period off will be charged at the rate of 13.3 hours. If less time than 24 hours is used, a rate of .55 hours of sick time for each hour the Employee is actually off will be charged. A member may use sick leave, upon approval of the responsible Department Head, or their 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. The responsible Department Head 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.

18.2 Any member may use up to three (3) workday's sick leave for the birth of their biological or adoptive child.

18.3 A member who transfers from one City department to another shall be credited with the unused balance of their accumulated sick leave.

18.4 Each member whose employment with the City commenced on or after January 1st, 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 fifteen (15) days.

18.5 A member 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 "A" and shall be granted the right to convert thirty (30) hours sick leave to ten (10) hours compensatory time per three-month period. A member shall not convert in excess of forty (40) hours compensatory time on any calendar year.

18.6 As of December 31st, 2002, a member who has a minimum of 1,000 hours accumulated sick leave may request, by the last working day of October of the proceeding calendar year on the form provided in Appendix "B" 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. Forty (40) hours shall be paid with the first pay of February and forty (40) hours shall be paid with the first pay in July.

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

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

18.9 Effective January 1, 2009, all sick leave hours shall be frozen, for those employees employed on December 31, 2008 at the hourly rate in effect on December 31, 2008. The frozen hours shall be multiplied by the 12/31/08 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, 2008 may accept one, of the two alternatives upon retirement or their beneficiary upon death in office. Employees hired after January 1, 2009 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.

18.10 Abuse of sick leave, including falsification of information provided in connection with sick leave, shall be grounds for discipline up to and including discharge.

18.11 Members of the Union shall be entitled to participate in an Employer sanctioned sick leave bank. The Employer and Union agree that Union participation shall be utilized in the creation the policies of an Employer sanctioned sick leave bank. Until the creation and ratification by the Union of an Employer sanctioned sick leave bank, the Union shall preserve the sick leave bank and the controlling policy below as was in existence at the time of the signing of this document. Any and all hours remaining in the fire sick leave bank shall be addressed by the Employer and the Union in the creation of the Employer sanctioned bank.

Sick leave bank policy to remain in effect until the creation of an Employer sanctioned sick leave bank. Employees shall be permitted to contribute sick leave hours to a sick leave bank for use by any Employee who has exhausted all of their own sick leave under the following conditions:

- A. The Sick Leave bank shall have a maximum balance of three thousand (3000) hours.
- B. Employees that have suffered any illness or injury in the scope of their employment and have exhausted the benefits under Article 27 or were not covered under the provisions of Article 27 may draw from the sick leave bank after all their available benefits have been exhausted.
- C. Employees that have suffered any illness or injury to themselves or their immediate family outside the scope of their employment may draw from the sick leave bank only after the Employee has exhausted all of their own sick leave, vacation, and compensatory time.
- D. In no event shall an Employee be eligible to receive more than 1,000 hours from the Sick Leave Bank.
- E. No Employee shall be permitted to contribute more than one thousand (1000) hours during the term of their employment.

ARTICLE 19 **WORK RULES**

19.1 The Union recognizes that the Employer, in order to carry out its required mandates and goals, as established by the Huron City Charter and Codified Ordinances, has the right to declare reasonable work rules, policies, and directives consistent with the statutory authority to regulate the Employees on-duty conduct and the conduct of the Employer's services and programs.

19.2 It is the Employer's intentions that work rules, policies, and directives shall be interpreted and applied uniformly to all Employees under similar circumstances.

19.3 It is agreed that, where the Employer has determined that written work rules are necessary, the Employer will make them available to the Employees. Employees will be notified in advance of any change in the work rules. This notice shall be by posting a notice on the bulletin board(s), or through general distribution of a memorandum. Copies of newly established written work rules, or amendments to existing written work rules, will be furnished to and discussed with, representatives of the Union, upon the Union's request.

19.4 This Article shall not be interpreted in any manner to relieve an Employee of their responsibilities to follow established rules and procedures of good work-related conduct, whether or not such rules and procedures have been reduced to writing.

19.5 A copy of Fire Department work rules, policies, and directives shall be maintained and kept current and shall be available for inspection.

19.6 The Employee shall have the right to grieve any work rule(s), policies, procedures, or directives that they feel are not consistent with the terms of this Agreement.

ARTICLE 20

CONTRACTING OUT

20.1 The Employer shall not during the life of this Agreement, contract out work that results in the layoff or reduction of regular hours of any Employee in the bargaining unit. This would not prohibit the Employer from contracting out work or services of a nature and size that they could not be economically performed by Employees in the bargaining unit.

20.2 Grievances over whether the contracting out violated this provision of the Agreement shall be filed at the City Manager level of the grievance procedure.

ARTICLE 21

FACILITY STANDARDS

21.1 During the life of this agreement the Employer will continue to provide Employees with such sleeping quarters, lounge facilities with adequate furniture, kitchen equipment, microwave ovens, dishwasher, eating facilities, air conditioning, lockers, and restroom facilities as are currently provided by City funds.

21.2 Furthermore, Employee(s) may own, use, and maintain televisions, radios, video recorders, microwave ovens, vending machines, and kitchen equipment as currently allowed.

21.3 Employee(s) may continue such activities of watching television, listening to radios, receiving and reading newspapers, telephones, and visitation privileges and to own, operate, and maintain exercise, sporting, and recreation equipment provided such activities do not interfere with their responsibilities and duties and are approved by the appropriate O.I.C.

ARTICLE 22

CORRECTIVE ACTION. DISCHARGE OR SUSPENSION

22.1 No Employee, for disciplinary reason, shall be reduced in pay or position, suspended, discharged or disciplined without just cause. Disciplinary action must be initiated within a reasonable time provided the Employer can show that it exercised due diligence in investigating the alleged incident.

22.2 Discipline

- A. Except in cases of serious misconduct, discipline will be progressive.
- B. Progressive discipline shall take into account the nature of the violation, the Employee's record of discipline and the Employee's record of performance and conduct.
- C. The Employer agrees not to discharge or suspend an Employee without first offering the Employee an opportunity for a hearing. This hearing is to be held between the Employer, the Employee, and Union representation. The hearing shall consist of written notice of the charges, a written notice from the Employer to the Employee with the names of those attending the hearing, a brief explanation of the evidence, and an opportunity for the Employee to respond.
- D. Any disciplinary action imposed may be appealed by the member by following the grievance procedure contained within this contract.

22.3

1. Oral and written reprimands shall have no force and effect in future disciplinary actions after twenty-four [24] months provided there are no same of similar disciplinary actions during such period of time.
2. Suspension shall have no force and effect in future disciplinary actions after forty-eight (48) months, provided there are no same or similar disciplinary actions during such period of time.

ARTICLE 23 **DEFINITION OF DEPARTMENTAL SENIORITY**

23.1 Departmental seniority shall be determined by the continuous service in the Huron Fire Department calculated from the date of full-time employment. Continuous services shall be broken only by resignation, discharge, or retirement. Employees with the same employment date shall be assigned to the seniority list in order of their ranking eligibility on the Huron Fire Department's Testing Eligibility List.

23.2 Departmental seniority shall be used in the determination of the following:

1. Order of vacation pick
2. Layoff & call back procedures

ARTICLE 24 **Reserved for future use**

ARTICLE 25 **Vacations**

25.1 The city shall provide vacation with full base pay in accordance with the schedule listed below:

<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

<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 Hour

25.2 Vacation time will be accumulated in the same manner as all other City Employees, yet because of the duty schedule of 24-hour shifts, a 24-hour period off will be charged at the rate of 13.3 hours. If less time than 24 hours is used, a rate of .55 hours of vacation for each hour the Employee is actually off will be charged.

ARTICLE 26

Holiday Compensation

26.1 Employees on a fifty-three hour workweek shall be paid an annual allowance of one hundred eight (108) hours at their regular base rate per year in lieu of the following holidays:

New Year's Day	Patriot Day (September 11)	New Year's Eve (half-day)
Martin Luther King Jr. Day	Veteran's Day	
President's Day	Thanksgiving Day	
Good Friday (half-day)	Day after Thanksgiving Day	
Memorial Day	Christmas Eve (half-day)	
Juneteenth	Independence Day	
Labor Day	Christmas Day	

26.2 Employees in the Bargaining Unit shall receive Holiday Pay on the 24th pay period.

26.3 Employees in the Bargaining Unit shall receive three (3) personal days. Personal days will be used for days off of work and will be used in 24 hour increments, covering one full shift day (07:00-07:00). The scheduling of Personal days shall follow the same procedure used in the scheduling of Vacation time and shall be approved at the discretion of the Captain or their designee. Personal days will not be able to be converted into monetary payout and will not roll over into the next calendar year.

26.4 Employees shall receive eight (8) hours of personal time at the regular base rate paid at the time employees receive holiday pay.

ARTICLE 27

JOB RELATED INJURY LEAVE

27.1 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 base pay during the period of each disability, or fifty-two (52) consecutive weeks, whichever is less.

27.2 Injury or 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 Worker's Compensation on account of said injury to the Employer. 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.

27.3 During the period of disability leave, the Employer, 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 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.

27.4 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 28

RESTRICTED DUTY ASSIGNMENT

28.1 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 Fire Chief or their designee and will be within the scope of the Fire Department. Said Employee shall receive compensation and benefits, attached to their normally assigned position.

28.2 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 Fire Chief 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.

28.3 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.

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

ARTICLE 29

FUNERAL LEAVE

29.1 A funeral leave of up to four (4) duty days shall be granted to any Employee without loss of pay or accumulated sick leave due to the death of a member of Employee's immediate family, beginning with the day of the death and continuing for fourteen (14) calendar days.

29.2 Three days leave of absence shall be granted to any Employee to be deducted from accrued sick leave due to the death in the following other members of the Employee's family (aunts, uncles, nieces, nephews, step grandparents.) Additional leave may be granted by the City Manager under special circumstances and for the best interest of both parties, to be deducted from accumulated sick leave.

29.3 For the purpose of this Section, "immediate family" shall include, mother, father, sister, brother, spouse, child, stepson, stepdaughter, stepbrother, stepsister, stepparent, half-brother, half-sister, grandparent, mother-in-law and father-in-law.

ARTICLE 30 **JURY DUTY**

30.1 An Employee who has been called to jury duty shall, upon notice to the Fire Chief, be paid his regular salary or wages, less the amount of pay received for jury duty service. Members called to report for jury duty shall notify the Fire Chief, who may place the member on leave of absence status.

ARTICLE 31 **GRIEVANCE PROCEDURE**

31.1 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.

31.2 The following matters shall constitute a "grievance" an allegation by a member that there is or has been (1) a breach, misinterpretation or improper application of this Agreement; (2) abnormally dangerous or abnormally unhealthy working conditions; (3) disciplinary action administered in accordance with Article 22 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, Ordinances 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.

31.3 Where a matter is of nature that qualifies for appeal under the rules of the Personnel Appeals Board as set forth in the City Charter or Ordinances, the Ohio Civil Rights Commission, the Equal Employment Opportunity Commission or the State Employment Relations Board, the member may appeal through that body in accordance with its rules or may file a grievance or both.

31.4 All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. 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. 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. 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. All written grievances must contain the following information to be considered:

- 1) Aggrieved employee's name and signature;
- 2) Aggrieved employee's classification;
- 3) Date grievance was first discussed;
- 4) Date grievance was filed in writing;
- 5) Name of supervisor with whom grievance discussed;
- 6) Date and time grievance occurred;
- 7) Where grievance occurred;
- 8) Description of incident giving rise to grievance;
- 9) Articles and Sections violated; and
- 10) Resolution requested.

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

- 1) A decision;
- 2) Facts upon which the decision is made;
- 3) Remedial action taken or recommended; and
- 4) Signature of superior.

31.6 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). An Employee 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 opportunity to be present at every step beyond Step 2.

31.7 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 seven (7) consecutive calendar days.

31.8 A copy of a written grievance and response which resolves such grievance at Step (2) shall be forwarded to the Fire Chief and the coordinator.

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

31.10 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 decisions contrary to, inconsistent with, or modifying in any way the terms of this Agreement.

31.11 Procedural Steps

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 issues of this Agreement, the member shall, within twenty-one (21) days of the time an alleged incident occurs, discuss the matter with his immediate supervisor. 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.

2. **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 their 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 C). It shall be the Immediate Supervisor who shall investigate and provide written answers to the grievant within seven (7) days following the day on which the immediate supervisor was presented with the written grievance.
3. **STEP 3. FIRE CHIEF:** 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 alleged grievance which may contain additional relevant information to the Fire Chief 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.
4. **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.
5. **STEP 5. BINDING ARBITRATION:**
 - A. If the grievance is not resolved at Step 4, the Union or City may, within fifteen (15) calendar days, appeal to arbitration by serving notice of intent on the other party.
 - B. 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 mutually agree.
 - C. On receipt of the nominations, the Union and the City shall 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 arbitration shall be set as soon as availability of the arbitrator is determined and both the City and Union agree.
 - D. 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 their decision to writing and state their reasons for reaching the decision.
 - E. 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-employee 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 the 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 working 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 32

SAFETY AND HEALTH

32.1 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.

32.2 The IAFF Local 4168 will designate a member to be pan of the City of Huron Health & Safety Committee.

ARTICLE 33

CLOTHING ALLOWANCE

33.1 The City shall continue to provide all uniforms and equipment to persons who are appointed as full-time salaried employees of the City of Huron Fire Department. Persons who fail to successfully complete their probationary period shall return all uniforms to the City.

33.2 The parties further agree that the City shall pay for the purchase of one Class A dress uniform for each member of the bargaining unit who has not previously had a dress uniform provided by the City. The City will maintain and upgrade the dress uniform as the need arises.

33.3 The City will replace uniforms damaged or stained in the line of duty, at the scene of a fire or during response to and from an emergency call. Damaged or stained uniforms shall be reported no later than the next duty day after the damage occurred.

33.4 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 of uniform and the City agrees to adopt the requested change, the members shall purchase those items in appropriate quantities.

33.5 Effective January 1 of each calendar year, any member who has completed two (2) years of service shall be authorized to requisition for each calendar year during the term of this contract uniforms and required equipment subject to procedures as promulgated by the City as follows:

- a) \$750.00 for 2025
- b) \$750.00 for 2026
- c) \$750.00 for 2027

33.6 Serviceable clothing, including badges, shall be returned to the City at the time of retirement or termination.

33.7 When it is clearly shown that the personal property of an employee was damaged while discharging their duties as an employee of the City and through no fault of his/her 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 eye glasses, dentures, watches, flashlights, etc.

ARTICLE 34

SAFETY EQUIPMENT AND PROTECTIVE CLOTHING

34.1 The City shall provide and maintain safety equipment and clothing to be utilized by employees in the performance of their job duties. Such equipment and clothing will include that which is currently provided and is not necessarily limited to the following:

1. Helmets
2. Gloves
3. Bunker Pants
4. Bunker Coats
5. Respirator apparatus
6. Nomex hoods
7. Approved firefighting boots
8. EMS Personal Protective Equipment
9. Specialty Rescue Equipment

34.2 The City shall repair or replace all protective clothing or equipment clearly damaged or lost in the line of duty. Damaged equipment and protective clothing shall be reported no later than the next duty day after the damage or loss occurred. Articles may also be replaced when worn out as approved by the City.

34.3 When purchasing and/or replacing safety equipment, the City shall take into consideration, among other factors, the standards recommended by NFPA.

34.4 The City agrees, during the life of this contract, to provide a spare set of turnout gear for members of the bargaining unit to use while their primary set is being cleaned, repaired, or becomes unserviceable.

ARTICLE 35

WELLNESS AND FITNESS PROGRAM

35.1 The Employer and the Union agree that, for the duration of this agreement, both parties shall appoint two (2) members each to a Committee who shall meet and consider the implementation of fitness standards for the Fire Department through the creation of a comprehensive Wellness & Fitness Program.

35.2 The committee shall meet as determined by the parties annually.

35.3 At any time a program is developed or adopted, in part or in whole, the details will be attached to this document and adopted as a memo of understanding.

35.4 The City of Huron agrees, at its sole expense, to secure, maintain, replace and/or upgrade current physical fitness equipment as determined by the committee.

ARTICLE 36 **MILEAGE AND TRAVEL ALLOWANCE**

36.1 Employees shall be reimbursed for reasonable travel expenses for authorized trips on approved City business. The Employee must follow the rules contained in the employee handbook and H.C.O 163.06

ARTICLE 37 **Educational Differential**

37.1 All full time employees on the Fire Department shall be entitled to an educational incentive for one Associates or Bachelor's Degree as follows:

- One percent (1%) of their base pay for completion of forty-eight (48) credit hours towards an Associate or Bachelor's Degree in Fire Science, EMS, or related field.
- An additional one percent (1%) of their base pay for an Associate's Degree in Fire Science, EMS, or related field or for 96 hours or one-half the necessary credits toward a Bachelor's degree, whichever is greater.
- An additional one percent (1%) increase for a Bachelor's degree in Fire Science, EMS, or related field.

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

37.2 If the Employee completes forty (40) hours of continuing education in a calendar year, that Employee shall be eligible to receive an educational bonus equal to one percent (1 %) on the Employee's Base pay. The employee 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 Fire Chief or designee.

ARTICLE 38 **TUITION REIMBURSEMENT/ EDUCATION ASSISTANCE PROGRAM**

38.1 Individuals who possess a desire to continue their education in pursuit of a degree on their own time, in addition to performing their full-time job duties, show a commitment to improving themselves and therefore, indirectly improve their potential for performance with the City. To encourage these individuals, the City of Huron will continue to implement an educational assistance program.

38.2 Full-time (regular) Employees 1 who have completed their probationary period may be reimbursed for tuition, fees, and books and materials upon successful completion of job-related courses. All courses and cost must be approved, in writing, by both the Employee's Department Head and the City Manager. The City of Huron will reimburse an Employee, for twelve (12)

semester hours or twenty (20) quarter hours not to exceed three thousand (\$3,000.00) dollars in total, per calendar year, as described below, in 38.3., for the portion of the costs that were preapproved.

38.3 In order to qualify for this benefit, an Employee must:

- a) Advise their Department Head, prior to enrolling for the class, that such Employee intends to take a particular course. The Department Head will advise the Employee whether the course is of a nature that the City Manager will approve for partial or total reimbursement of tuition and/or instructional fees.
- b) The course must be job related and offered by an accredited educational institution.
- c) Once the course is complete, the Employee must submit a certified transcript of grades with receipts for all expenses, (tuition, fees, etc.).
- d) The amount of the course reimbursement is based on the final grade received for the course as follows:
 - A= 100%, B= 75%, C= 50%, D or below= 0%
- e) An Employee must have successfully completed his/her/their probationary period prior to enrolling for any class.
- f) If an Employee terminates his/her employment with the City of Huron within one (1) year after completing the course, the Employee will be required to repay the City for the total amount of tuition reimbursed. If the Employee terminates his/her employment two (2) years after completing the course, the Employee will be required to repay the City for 50% of the amount of tuition reimbursement.
- g) A signed acknowledgment of this policy must be on file prior to an Employee enrolling for any classes.
- h) If an employee is eligible to receive educational benefits from other sources, the City of Huron will only reimburse that amount not covered from other sources.
- i) The Employee must be enrolled in an accredited educational institution in pursuit of either an associate's, bachelors, or master's degree in a field related to their current job duties and responsibilities.

38.4 The undertaking of any course work is strictly voluntary on the part of the Employee and will not be considered integral or essential to the performance of the Employee's current job duties. Consequently, an Employee's undertaking of such extracurricular courses is not considered hours worked and not included in the payment of regular or overtime wages. Travel time under this policy is not reimbursable, nor is it considered hours worked. Employees shall bear the cost of all transportation.

38.5 Employees are encouraged to consider the time costs associated with the undertaking of additional coursework. The Department Head may grant an Employee a schedule change, in order to attend a course, so long as such adjustment does not materially affect operations of the department. What constitutes material is at the sole discretion of the Department Head.

38.6 Each request requires a signed acknowledgement. Members electing to participate in the Education Assistance Program must notify the City in writing of such election by October 31st of each year for the coming year.

ARTICLE 39
Health and Life Insurance Plan

39.1 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. 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.

39.2 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.

<u>Calendar Year</u>	<u>Employee Contribution</u>
2025	6%
2026	8%
2027	8%

Bargaining unit Members shall be responsible for paying the same amount as the general non--bargaining employees including management for their monthly insurance cost not to exceed 6% in the calendar year 2025, and not to exceed 8% in calendar years 2026 and 2027.

39.3 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 D.
- 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.

<u>Enrollment Tier</u>	<u>Annual Amount</u>	<u>Quarterly Amount</u>
Waive Employee Only	\$3,750	\$937.50
Waive Employee plus Child(ren)	\$7,500	\$1,875
Waive Children	\$5,500	\$1,375

39.4 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;

39.5 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.

39.6 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 with plan year 2025, the chart below reflects the HSA dollars that will be provided by coverage tier.

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

ARTICLE 40 **Wages**

40.1 During the term of this Agreement, existing members of the bargaining unit shall be paid in accordance with the grids attached hereto and made a part hereof as Appendix E.

ARTICLE 41 **LONGEVITY**

41.1 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 42 **TERMINATION AND SEVERANCE PAY**

42.1 A bargaining unit member who resigns, retires, or is terminated is eligible to be, and shall be, compensated accordingly in a cash lump sum calculated at present rates of compensation contained within this Agreement for all their accumulated unused overtime, compensatory time, prorated holiday time, vacation time, and sick time payoff allowed under Article 18.

ARTICLE 43 **PROMOTIONAL TESTING**

43.1 All promotions to the rank of Lieutenant or Captain shall be made utilizing a promotional candidate list established by the City of Huron in accordance with the City Charter and pertaining Codified 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.

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

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

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

ARTICLE 44 **WORKING OUT OF CLASSIFICATION**

44.1 Captains shall receive a payment of \$700.00 annually (paid in a lump sum with the closest pay period on or before June 1st of each year of this Agreement) as compensation for performing supervisory duties above and beyond those duties performed as a Shift Leader within the Department.

ARTICLE 45 **DRUG FREE WORKPLACE**

45.1 All members of this bargaining unit shall comply with the City's drug and alcohol policy as stated in the City of Huron's Employee Handbook.

ARTICLE 46 **MILITARY TRAINING LEAVE**

46.1 All officers and Employees of the City who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or who are members of other reserve components of the armed forces of the United States, are entitled to a leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed thirty-one days in any one calendar year.

46.2 Any Employee of the City who qualifies under 46.1 above who is called to active duty for a national or state emergency by order of the President of the United States, the Congress of the United States, the Governor of the State of Ohio or the legislature of the State of Ohio shall be granted a leave of absence for the duration of such active duty. During this leave of absence, and at the expiration of the time limit specified in 46.1 above, such Employee shall receive from the City the difference between the Employee's gross monthly base wage or salary with the City and the sum of the Employee's gross monthly base wage or salary received from the military, per month. During the leave of absence, such Employee shall continue to accumulate vacation, sick leave, longevity credit, and other such benefits as would normally be available to the Employee. Reinstatement rights and other rights shall be in accordance with all relevant provisions of Federal

law and their companion rules and regulations.

ARTICLE 47 **LIFE INSURANCE**

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

ARTICLE 48 **DURATION OF AGREEMENT**

48.1 This Agreement shall remain in full force and effect from January 1, 2025 until December 31, 2027, unless otherwise terminated as provided herein.

48.2 If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration day, but not later than ninety (90) calendar days prior to the expiration of this Agreement. Such notice shall be as outlined by requirements as set forth by the State Employment Relations Board. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

48.3 All aspects of Article 39 Health and Life Insurance Plan and Article 40 and Appendix F Wages will be re-opened for negotiation in the event the primary health plan rating results in a premium increase in excess of 20%, with the understanding and agreement that parties will agree to submit any or all issues in dispute on health care and wages to conciliation with conciliation scheduled for the hearing to be held on or before August 14, 2026. 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 4117.14 of the Revised Code as permitted by OAC 4117-9-03 (A). This will allow for open enrollment in September 2026.

SIGNATURE PAGE

CITY OF HURON

I.A.F.F. LOCAL 4168

City Manager

Union President

APPENDIX A

CITY OF HURON

DEPARTMENT OF FINANCE

SICK LEAVE CONVERSION

I, _____, request that _____ hours of sick leave be converted to compensatory time in accordance with Article 18 of the Collective Agreement between the City and the IAFF Local 4168.

Signed: _____ Date: _____

Approved by Finance:

Signed: _____ Date: _____

APPENDIX B

CITY OF HURON

DEPARTMENT OF FINANCE

SICK LEAVE CONVERSION TO PAYMENT REQUEST

I, _____, request that _____ hours of sick leave be converted to a cash payment in accordance with Article 18 of the Collective Agreement between the City and the IAFF Local 4168.

Signed: _____ Date: _____

Approved by Finance:

_____ Date: _____

APPENDIX C
IAFF LOCAL 4168 GRIEVANCE FORM

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:

Date: _____

Received by: _____

Grievant Signature: _____

Date: _____

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

Appendix D Health Insurance Opt-out



Conditional Opt Out Form for Health Insurance

Print, Complete, and Return to the City Manager's Office Along with Proof Of Other Insurance

This form is due within 30 days of your initial eligibility for medical/prescription drug coverage and annually during open enrollment. If this form is not received within the appropriate timeline and you do not enroll for medical/prescription drug coverage, you will not be enrolled for coverage AND you will NOT receive the opt-out payment.

Date _____

Employee Name _____

Name of Dependents _____

Employee is opting out of medical/prescription/vision/dental coverage for the following (<i>check only 1 box</i>):	
<input type="checkbox"/> Employee Only	{Opt-Out Amount = \$3,000 Annually / \$750 Paid Quarterly}
<input type="checkbox"/> Employee Plus Child(ren)	{Opt-Out Amount = \$6,000 Annually / \$1,500 Paid Quarterly}
<input type="checkbox"/> Child(ren)	{Opt-Out Amount = \$3,000 Annually / \$750 Paid Quarterly}

Group Medical Coverage Provided By
(Company Name i.e. spouse's employer) _____

Name of the Medical Provider
(Anthem, United Healthcare, Etc.) _____

Date Coverage will begin or began _____

PLEASE ATTACH A COPY OF YOUR MEDICAL ID CARD OR PRINT OUT OF YOUR ENROLLMENT RECORD

I understand I am eligible for medical coverage in accordance with the employer mandates of the Affordable Care Act (ACA). I am voluntarily waiving this coverage through the City of Huron health plan and understand that by waiving coverage for myself, I may not cover dependents under the health plan.

I certify that I have been given the opportunity to elect health coverage and by signing this form, I am waiving coverage for myself and/or my eligible dependents (if applicable). If I am waiving coverage for myself, I acknowledge that I will not be eligible to enroll in the health plan until the next open enrollment period unless I experience a family status change or qualifying life event.

If applying for the health plan opt-out payment, I certify that all of my eligible dependents and I (for whom I am waiving coverage) are enrolled under other group health coverage that is considered affordable, minimum value coverage in accordance with the employer mandates of the ACA. I understand that the health plan opt-out payments are taxable income. Additionally, I understand that I can use this compensation for any purpose, but these monies are not intended to reimburse me for an individual plan in the marketplace or a state exchange plan.

coverage) are enrolled under other group health coverage that is considered affordable, minimum value coverage in accordance with the employer mandates of the ACA. I understand that the health plan opt-out payments are taxable income. Additionally, I understand that I can use this compensation for any purpose, but these monies are not intended to reimburse me for an individual plan in the marketplace or a state exchange plan.

I further understand that I will not be able to revoke this waiver of coverage and enroll in this health plan until the next open enrollment period (unless a qualifying life event occurs).

NOTE: If you gain a new dependent through birth, adoption, or marriage, you may enroll yourself, the new dependent, and the entire family at that time, subject to the City's eligibility rules but you must do so within 30 days of gaining the new dependent. If you miss the 30-day enrollment deadline, you must wait until the next open enrollment.

OPT-OUT PAYMENTS

If you are covered under another group health plan, you may waive medical, dental and vision coverage and receive a quarterly payment.

In order to take advantage of the opt-out payments when you waive benefits, you must provide proof of other coverage to the City Manager's office and verify your waiver of benefits. If you and your spouse are both employed by the City you will not be eligible for the opt-out payment if either you or your spouse carries health coverage through the City's plan.

The City's health plan is a qualifying health plan in accordance with the employer mandates of the Affordable Care Act (ACA). If you waive coverage, it may affect your eligibility for subsidized coverage in the Marketplace (health exchange).

To be eligible for the opt-out payment you must certify you are waiving coverage for yourself and/or your dependents AND you must certify that you and all of your tax-eligible dependents are enrolled in other group health coverage that is considered to be affordable, minimum essential coverage. Although the opt-out payment can be used for any purpose, it is not intended to be a form of reimbursement for coverage in the Marketplace (health exchange).

Again, you will not be eligible to enroll in the health plan until the next open enrollment period unless you experience a family status change or qualifying life event.

Employee Signature

Date

APPENDIX E**Base Wages**

	<i>1-1-2024</i>		<i>1-1-2025</i>		<i>1-1-2026</i>		<i>1-1-2027</i>	
Firefighter	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
A	\$33.57	\$69,820.08	\$35.32	\$73,465.60	\$36.38	\$75,670.40	\$37.56	\$78,124.80
B (90% Class A)	\$30.21	\$62,838.07	\$31.79	\$66,123.20	\$32.74	\$68,099.20	\$33.80	\$70,304.00
C (80% Class A)	\$26.84	\$55,833.83	\$28.26	\$58,780.80	\$29.11	\$60,548.80	\$30.06	\$62,524.80
Probation (70% Class A)	\$23.50	\$48,874.06	\$24.72	\$51,417.60	\$25.46	\$52,956.80	\$26.29	\$54,683.20

	<i>1-1-2024</i>		<i>1-1-2025</i>		<i>1-1-2026</i>		<i>1-1-2027</i>	
Lieutenant	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
A (Class A FF + 10%)	\$36.91	\$76,779.85	\$38.85	\$80,808.00	\$40.02	\$83,241.60	\$41.32	\$85,945.60
B (Class A FF + 5%)	\$35.24	\$73,288.85	\$37.09	\$77,147.20	\$38.20	\$79,456.00	\$39.35	\$81,848.00

	<i>1-1-2024</i>		<i>1-1-2025</i>		<i>1-1-2026</i>		<i>1-1-2027</i>	
Captain	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
A (Class A FF + 20%)	\$40.28	\$83,784.09	\$42.38	\$88,150.40	\$43.65	\$90,792.00	\$45.07	\$93,745.60



TO: Mayor Tapp and City Council
FROM: Stuart Hamilton , Service Director
RE: Resolution No. 74-2025 (*submitted by Stuart Hamilton*)
DATE: October 14, 2025

Subject Matter/Background

As part of the contract signed in 2024 for years 2025, 2026 and 2027, a healthcare reopener was added allowing the City and the bargaining units to renegotiate not only healthcare, but also the wages section. These negotiations were completed and all units agreed to the new healthcare costs (~20% savings), to upping staff contribution from 6% to 8% and yearly pay increases of 3% for 2026 and 3.25% for 2027. The healthcare reopener was kept in but will only be activated if we see an 20% increase to enable closing the contracts out through the end of the term.

Financial Review

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. 73-2025 is in order.

[Resolution No. 74-2025 - 2025-2027 AFSCME CBA \(2026 Reopener\) \(2\).doc](#)
[Exh A 2026 Reopener AFSCME Contract](#)

RESOLUTION NO. 74-2025

Introduced by Sam Artino

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDED AGREEMENT ON BEHALF OF THE CITY OF HURON, OHIO, WITH THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 2024 AND OHIO COUNCIL 8, FOR THE CONTRACT PERIOD JANUARY 1, 2025 THROUGH DECEMBER 31, 2027

WHEREAS, the City of Huron entered into a Collective Bargaining Agreement with the American Federation of State, County and Municipal Employees, Local 2024 and Ohio Council 8, for the contract period January 1, 2025 through December 31, 2027 pursuant to Resolution No. 102-2025 adopted on December 18, 2024 (hereinafter, the "CBA"); and

WHEREAS, the CBA contained a clause to reopen negotiations for 2026 and 2027 relating to healthcare and wages only; and

WHEREAS, negotiations were reopened in August of 2026, resulting in amendment to several sections of the CBA.

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

SECTION 1: The City Manager is authorized and directed to execute an amended agreement for and on behalf of the City of Huron, Ohio with the American Federation of State, County and Municipal Employees, Local 2024 and Ohio Council 8, 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: _____

**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*

2026 RE-OPENER

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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:

B)

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)

C) 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, halfsister, 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 employee's 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 8% 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 with plan year 2026-2027, 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	\$3,750	\$937.50
Waive Employee plus Child(ren)	\$7,500	\$1,875
Waive Children	\$5,500	\$1,375

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 2026-2027, 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)	\$5,000
Employee + Spouse	\$5,000
Employee + Family	\$5,000

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
2026	3.00%
2027	3.25%

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 full EPA laboratory certification 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:

Stuart Hamilton, Interim City Manager

Local 2024 President

Date: _____

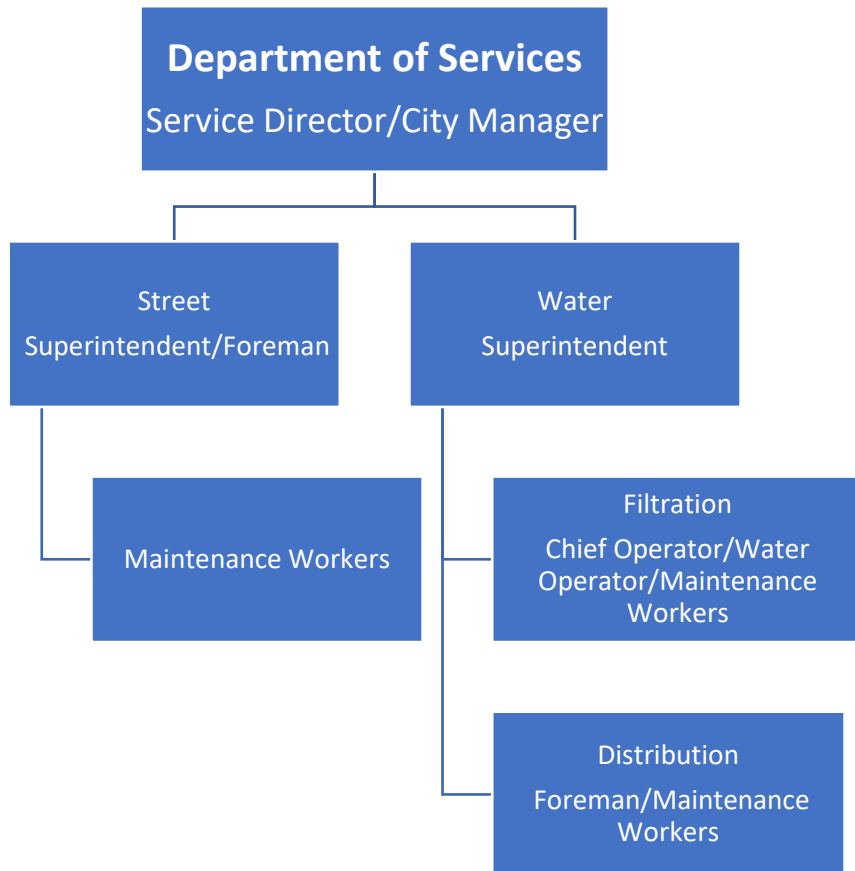
Local 2024 Vice-President

Staff Representative

Date: _____

APPENDIX A
Organizational Chart

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
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	2026	2027
A	\$ 28.20	\$ 29.05	\$ 29.99
B	\$ 25.64	\$ 26.41	\$ 27.27
C	\$ 24.33	\$ 25.06	\$ 25.87
D	\$ 23.42	\$ 24.12	\$ 24.90

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

Maintenance Worker II - Floater

Maintenance Worker III

	2025	2026	2027
A	\$ 29.04	\$ 29.91	\$ 30.88
B	\$ 27.25	\$ 28.07	\$ 28.98
C	\$ 25.64	\$ 26.41	\$ 27.27
D	\$ 25.03	\$ 25.78	\$ 26.62

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

Street Foreman

Distribution Foreman

	2025	2026	2027
	\$ 31.97	\$ 32.93	\$ 34.00

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

Chief Operator

	2025	2026	2027
	\$ 32.89	\$ 33.88	\$ 34.98

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 in the event the primary healthcare plan rerating results in a premium increase in excess of 20%, with the understanding and agreement that parties will agree to submit any or all issues in dispute on healthcare and wages to factfinding with factfinding scheduled for the hearing to be held on or before August 14, 2026. This mutual agreement to proceed directly to factfinding 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 September 2026.