

RESOLUTION NO. 71-2021

Introduced by Joe Dike


A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT ON BEHALF OF THE CITY OF HURON, OHIO, WITH THE FRATERNAL ORDER OF POLICE/OLC/PATROL OFFICERS FOR THE CONTRACT PERIOD JANUARY 1, 2022 THROUGH DECEMBER 31, 2024

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

SECTION 1: The City Manager is authorized and directed to execute an agreement for and on behalf of the City of Huron, Ohio with the Fraternal Order of Police, OLC/Patrol Officers, 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.



Sam Artino, Mayor

ATTEST: 

Clerk of Council

ADOPTED: 26 OCT 2021

Fraternal Order of Police



Ohio Labor Council, Inc.

**Collective Bargaining Agreement
City of Huron
and
Patrol Officers
January 1, 2022 to December 31, 2024**



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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".

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 as Coordinator and one of their members as alternate Coordinator. The Coordinator shall be the ranking labor official within the bargaining unit. Coordinator or alternate 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.

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) 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 workweek shall be forty (40) hours.

13.02 Bargaining unit Members will be permitted to bid on shift assignments each calendar year by seniority, between October 1 and October 15th the preceding year. These shift bids will be effective for the following four (4) month cycle:

First cycle on or about January 1 through April 30th

Second cycle on or about May 1 through August 31st

Third cycle on or about September 1 through December 31st.

13.03 One of the Patrol Officer's positions on the afternoon shift 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 C 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 14, 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."

ARTICLE 14 **Compensation**

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, 2022, there will be a one-time equity adjustment of One Dollar (\$1.00) plus an additional two percent (2%) added to the Base Rate.
 - 2. Effective January 1, 2023, the Base Rate shall be increased by two and one-quarter percent (2.25%).
 - 3. Effective January 1, 2024, the Base Rate shall be increased by two and one-half percent (2.5%).
- 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 E 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 forty (40) hours in one (1) 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. Compensatory time off in lieu of payment for overtime shall continue to be governed by Administrative Order No. 160 dated February 5, 1993 and revised March 10, 2000, except that each Employee, during the terms of this Agreement, may accumulate up to forty (40) hours of compensatory time off. Any accumulation of compensatory time in excess of 40 hours shall be paid.

- 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 twelve (12) 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.

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. An officer becomes eligible for the entire range of incentive

increments, which include 3 steps in the education field and several steps in the combined training.

- A. **Education.** Beginning with the first pay in December after eligibility requirements are met, and continuing each year thereafter, the Education Incentive Pay shall be paid in a single lump sum in accordance with the following:
 - 1. A one percent (1%) increase over the officer's Base Rate for forty-eight (48) quarter hours toward an Associate's or Bachelor's Degree in Police Science/Criminal Justice or related field or for one-half (½) the necessary credits or hours toward an Associate's degree, whichever is greater.
 - 2. An additional one percent (1%) increase over the Officer's Base Rate for an Associate's Degree in Police Science/Criminal Justice or related field or for 96 hours or one-half the necessary credits or hours toward a Bachelor's degree, whichever is greater.
 - 3. An additional one percent (1%) increase over the Officer's Base Rate for a Bachelor's Degree or Police Science/Criminal Justice or related field.
- B. **Documentation.** All credit hours shall be at an accredited college or university and must be in the curriculum of a Police Science or Criminal Justice Program which culminate in a degree.
 - 1. A copy of the degree, if applicable, and certified transcripts must be submitted to the Chief for evaluation to be eligible for each incentive step.
 - 2. Should there be any questions on the acceptability of a course, or the credit hour equivalent for courses taken on a semester basis as opposed to quarter basis, or similar matters, the Registrar of Lorain Community College, or the Registrar of an accredited college or university having a Police Administration Program, shall be consulted and shall make said determination.
- C. All Members who have previously attained an incentive increment described above this Article will receive an amount not to exceed the value earned based on the Base Rate attained as of January 1, 2015. This schedule shall remain in effect for 2022, 2023, 2024. The only increase in the incentive increment for all Members who have previously attained payment pursuant to this article will occur if the Member completes an additional education level.
- D. All Members current and future who have not received an education incentive as of the effective date of this Agreement will earn education incentives in accordance with the following schedule:
 - 1. \$500.00 one-time for the completion of an Associate's Degree;
 - 2. \$1,000.00 one-time for the completion of a Bachelor's Degree.

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. Each Member who successfully completes forty (40) hours of training over and above the State of Ohio Mandated Training Per Year will receive a one percent (1%) salary increment in the first pay of December in the year following the year in which the training was completed. The one percent (1%) will be calculated on the Base Rate in effect during the year in which the training was completed.

15.05 Longevity. A Member shall receive a longevity payment in accordance with the completion of the required years of service as hereinafter set forth. This payment shall be paid in an annual payment as part of the twenty-fourth (24th) payroll of each year, provided, however, that should a Member not have reached his/her/their anniversary date by the time of the close of said pay period, the payment shall be paid as part of the payroll during which the Member reaches his/her/their anniversary date.

	Patrol C	Patrol B	Patrol A
Upon completion of 3 years service	\$398	\$473	\$531
Upon completion of 8 years service	\$796	\$946	\$1,062
Upon completion of 13 years service	\$1,194	\$1,419	\$1,593
Upon completion of 18 years service	\$1,592	\$1,892	\$2,124
Upon completion of 23 years service	\$1,990	\$2,356	\$2,655

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 following completion of the Member's original probationary period, a Member shall be authorized to requisition for each calendar year during the term of this Agreement in uniforms and required equipment subject to procedures as promulgated by the City as follows: one thousand dollars (\$1000.00); 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.

<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 Codified Ordinance 163.04 as in effect on January 1, 1991. 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.

19.02 The holidays are as follows:

New Years Day	Martin Luther King Jr. Day	President's Day
Memorial Day	Juneteenth	Independence Day
Labor Day	Veteran's Day	Thanksgiving Day
The Friday after Thanksgiving Day	Christmas Day	

In addition, there shall be three (3) one-half day paid holidays as follows:

- A. One-half ($\frac{1}{2}$) day on the day before Christmas;
- B. One-half ($\frac{1}{2}$) day before New Years Day, and
- C. One-half ($\frac{1}{2}$) day on Good Friday afternoon.

19.03 In addition to the paid holidays set forth in in Section 19.02, each Employee shall be entitled to three (3) extra days off with pay each calendar year. Such extra days shall be the choice of the Employee, subject to the approval of the Department Head.

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 ($1\frac{1}{2}$) 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 order to be eligible for Holiday Pay, the Employee must work the last regularly scheduled shift immediately preceding the holiday and the first regularly scheduled shift immediately following the holiday unless the Employee has an excused absence.
- A. For purposes of this section, excused absence shall be defined as funeral leave as provided for in this Agreement, illness which is verified by a Physician's certificate, approved vacation, personal day or other approved time off as provided in this Agreement.
 - B. The Employee must be on the active payroll during the week in which the holiday falls.

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 three (3) or more consecutive days 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. 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.

20.025 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.

20.03 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.

20.04 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.

20.05 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 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 responsible Division Head, 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 responsible Division 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.

21.02 In addition to the foregoing, any Employee may use up to three (3) days of sick leave upon approval of the responsible Division Head for the birth of a child by the Employee or the Employee's spouse.

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 fifteen (15) days 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 days, 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 days 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.

22.02 The FOP will designate a Member to be part of the City of Huron Health & Safety Committee.

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 as in effect on April 22, 2002.

ARTICLE 29
Maternity Leave

29.01 The City shall continue to grant maternity leave in accordance with Codified Ordinance 163.07 as in effect on January 1, 1988.

29.02 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 is granted shall be in accordance with federal law and regulations.

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 5% of the employee benefits program including medical/prescription drugs, dental and vision. The following schedule will be used to gradually achieve the 5% contribution.

Calendar Year	Employee Contribution
---------------	-----------------------

2022	No Change
2023	4%
2024	5%

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 4% in the calendar year 2023 and 5% in the calendar year 2024.

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 2022, Opt-Out Payments are listed in the table below. The City will provide Members of the bargaining unit a cash incentive plan for those eligible Employees electing to “opt-out” of the medical, dental, vision, and prescription drug coverage that is made available.

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

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 Reimbursement Account. The City will provide Health Reimbursement Accounts (HRA) for all Employees enrolling in the medical plan, which can be used to offset network deductible, coinsurance, and prescription expenses. Beginning with plan year 2022, the chart below reflects the HRA dollars that will be provided by coverage tier.

Coverage Elected	HRA Amount
Employee Only Coverage	\$5,600
Employee + Child(ren)	\$11,200
Employee + Spouse	\$10,700
Employee + Family	\$10,200

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 as in effect on January 1, 1988.

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 as in effect on January 1, 1988, and in accordance 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 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 or 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 Sergeant and 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

Duration

43.01 This Agreement shall become effective January 1, 2022 and shall terminate on December 31, 2024.

43.02 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.

ARTICLE 44

Alcohol/Drug Abuse Policy

44.01 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.

44.02 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.

44.03 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.

44.04 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.

44.05 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 disciplinary action will be administered in accordance with standards established here in.

ARTICLE 45
Extra Duty Events

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


ARTICLE 46
Field Training Officer

46.01 Bargaining unit Members acting in the capacity of a field training officer shall receive one (1) additional day off 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 one (1) additional day off, 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.

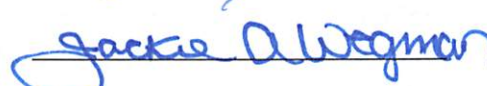
FOR THE EMPLOYER:



Matthew Lasko, City Manager

FOR THE UNION:





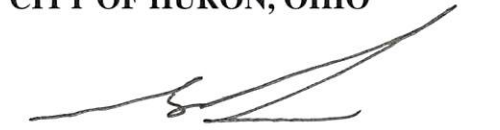
Date submitted: _____

Date signed: _____

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have hereunto set their hands to this Agreement, to be effective January 1, 2022.

CITY OF HURON, OHIO

A handwritten signature in black ink, appearing to read "Matthew Lasko", written over a horizontal line.

Matthew Lasko, City Manager

A handwritten signature in black ink, appearing to read "Todd A. Schrader", written over a horizontal line.

Todd A. Schrader, Law Director

F.O.P. OHIO LABOR COUNCIL, INC.


A handwritten signature in blue ink, appearing to read "Jackie A. Wegman", written over a horizontal line.


Jackie Wegman, FOP/OLC Staff Representative

A handwritten signature in blue ink, appearing to read "Matt Jacobs", written over a horizontal line.

Officer Matt Jacobs

APPENDIX A

AUTHORIZATION FOR LABOR UNION DUES DEDUCTION	
	
Fraternal Order of Police, Ohio Labor Council, Inc. 222 East Town Street, Columbus Ohio, 43215-4611 Telephone 800-367-6524	
I, the undersigned, hereby authorize my Employer to check off and deduct from my payroll an amount equal to dues, remitting directly to the F.O.P. Ohio Labor Council, Inc.	
(PLEASE PRINT)	
Place of Employment	
Name	
Home Address	
City	Zip
Home Phone	Mobile Phone
Email Address	
Classification	
Department	
Signature	Date
Mail this original to FOP/OLC. This card is kept Confidential.	

AUTHORIZATION FOR LABOR UNION DUES DEDUCTION	
	
Fraternal Order of Police, Ohio Labor Council, Inc. 222 East Town Street, Columbus Ohio, 43215-4611 Telephone 800-367-6524	
I, the undersigned, hereby authorize my Employer to check off and deduct from my payroll an amount equal to dues, remitting directly to the F.O.P. Ohio Labor Council, Inc.	
(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 B

Hourly Rates of Pay

COMPENSATION SCHEDULE

<i>Officers</i>	2021	2022 (\$1 + 2%)	2023 (2.25%)	2024 (2.5%)
<i>A</i>	<i>\$30.19</i>	<i>\$31.81</i>	<i>\$32.53</i>	<i>\$33.34</i>
<i>B</i>	<i>\$26.91</i>	<i>\$28.47</i>	<i>\$29.11</i>	<i>\$29.84</i>
<i>C</i>	<i>\$22.64</i>	<i>\$24.11</i>	<i>\$24.66</i>	<i>\$25.27</i>
<i>D</i>	<i>\$20.69</i>	<i>\$22.12</i>	<i>\$22.62</i>	<i>\$23.19</i>
<i>E</i>	<i>\$19.98</i>	<i>\$21.40</i>	<i>\$21.88</i>	<i>\$22.43</i>
<i>Sergeants</i>	2021	2022 (2%)	2023 (2.25%)	2024 (2.5%)
<i>A</i>	<i>\$37.34</i>	<i>\$38.09</i>	<i>\$38.94</i>	<i>\$39.92</i>
<i>B</i>	<i>\$35.63</i>	<i>\$36.34</i>	<i>\$37.16</i>	<i>\$38.09</i>
<i>C</i>	<i>\$33.99</i>	<i>\$34.67</i>	<i>\$35.45</i>	<i>\$36.34</i>

APPENDIX C

Huron Police Department / General Request

Print Date/Time:

Employee

Unit #:

Requesting Select One:

Start Date:

Start Time:

End Date:

End Time:

Comments:

Approved

☐

Employee Signature: _____

Disapproved

Returned By: _____

☐

Returned Date: _____

Cut Here

Huron Police Department / General Request

Print Date/Time:

Employee

Unit #:

Requesting Select One:

Start Date:

Start Time:

End Date:

End Time:

Comments:

Approved

☐

Employee Signature: _____

Disapproved

Returned By: _____

☐

Returned Date: _____

APPENDIX D
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
CITY OF HURON
DEPARTMENT OF FINANCE
SICK LEAVE COVERSION 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

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 (*check only 1 box*):

- ☐ Employee Only
- ☐ Employee Plus Child(ren)
- ☐ Child(ren)

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.

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

222 EAST TOWN STREET
COLUMBUS, OHIO 43215-4611
(614) 224-5700
FAX (614) 224-5775
1-800-367-6524

OLC Unit: _____ OLC Grievance #: _____
Employer: _____ Employer Phone #: _____
Employer Address: _____

PLEASE PRINT OR TYPE

**Please have your Associate
call your Staff Representative
when filing a grievance**

Remedy requested:

Grievant's signature: _____ Date and time: _____

Received by: _____ Date and time: _____

Respondent's Name and Title

Date of meeting: _____ Time: _____ Place: _____

Step one response:

Respondent's Signature and Title

Date and Time

Received by: _____

Grievant's Signature

Date and Time _____

ANSWER IS: Accepted: Rejected:

STEP TWO (if applicable)

Received by: _____ Date and time: _____

Respondent's Name and Title

Date of meeting: _____ Time: _____ Place: _____

Step two response: _____

Respondent's Signature and Title

Date and Time

Received by: _____

Grievant's Signature

Date and Time

ANSWER IS: Accepted: _____ Rejected: _____

STEP THREE (if applicable)

Received by: _____ Date and time: _____

Respondent's Name and Title

Date of meeting: _____ Time: _____ Place: _____

Step three response: _____

Respondent's Signature and Title

Date and Time

Received by: _____

Grievant's Signature

Date and Time

ANSWER IS: Accepted: _____ Rejected: _____

STEP FOUR (if applicable)

Received by: _____ Date and time: _____

Respondent's Name and Title

Date of meeting: _____ Time: _____ Place: _____

Step four response: _____

Respondent's Signature and Title

Date and Time

Received by: _____

Grievant's Signature

Date and Time

ANSWER IS: Accepted: _____ Rejected: _____

F.O.P./O.L.C. intention to arbitrate (Yes) _____ (No) _____

Signature

APPENDIX H

PATROL OFFICER'S SHIFT BID FORM

SHIFT BID PERIODS: On or about January 1st thru April 30th
 On or about May 1st thru August 31st
 On or about September 1st thru December 31st

YEAR: 2022 2023 2024

EMPLOYEE: _____

On or about January 1st thru April 30th

Day shift (8am to 4pm with Friday/Saturday off): _____

Afternoon shift (4pm to midnight with Friday/Saturday off): _____

Midnight shift (midnight to 8am with Saturday/Sunday off): _____

On or about May 1st thru August 31st

Day shift (8am to 4pm with Friday/Saturday off): _____

Afternoon shift (4pm to midnight with Friday/Saturday off): _____

Midnight shift (midnight to 8am with Saturday/Sunday off): _____

On or about September 1st thru December 31st

Day shift (8am to 4pm with Friday/Saturday off): _____

Afternoon shift (4pm to midnight with Friday/Saturday off): _____

Midnight shift (midnight to 8am with Saturday/Sunday off): _____

Patrol Officers will be allowed to bid on a preferred shift assignment each calendar year by seniority. Number the shift bids 1-3 by preference with #1 being the first requested. This form must be submitted by October 1st prior to the year of the bid shifts. Patrol Officers not completing this form by the deadline or choosing not to complete the form will be assigned an un-bid shift by the City.