

RESOLUTION NO. 7-2022

Introduced by Joe Dike

A RESOLUTION RATIFYING THE CITY MANAGER'S EXECUTION OF AN AGREEMENT ON BEHALF OF THE CITY OF HURON, OHIO WITH THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS/HURON LOCAL 4168, HURON, OHIO FOR THE CONTRACT PERIOD JANUARY 1, 2022 THROUGH DECEMBER 31, 2024

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

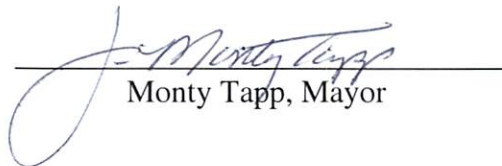
SECTION 1: The City Manager's execution of an agreement for and on behalf of the City of Huron, Ohio with the International Association of Fire Fighters/Huron Local 4168 is hereby ratified, said agreement to be substantially in the form of "Exhibit A" which shall be attached hereto and made a part hereof 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.

ATTEST:


Clerk of Council


Monty Tapp, Mayor

ADOPTED: 11 JAN 2022



**A COLLECTIVE BARGAINING AGREEMENT
BETWEEN**

**THE
CITY OF HURON**

AND

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

*JANUARY 1, 2022
DECEMBER 31, 2024*

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ARTICLE 1

PURPOSE

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

ARTICLE 2

RECOGNITION

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

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

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

2.4 The Employees covered under this agreement presently include:

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

ARTICLE 3

MANAGEMENT RIGHTS

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

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

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

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

ARTICLE 4 **NO STRIKE/NO LOCKOUT**

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

4.2 The Union, its members and Employees, shall cooperate with the City in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate violations of Section 1 committed by its members or Employees. In the event a violation occurs, the Union shall promptly notify all members and Employees that such action is prohibited and advise all members to return to work at once.

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

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

ARTICLE 5 **DISCRIMINATION**

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

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

5.3 The use of the male or female gender of nouns or pronouns is not intended to describe any

specific Employee or group of Employees but is intended to refer to all Employees in the job classifications, regardless of sex.

ARTICLE 6
STEWARDS/REPRESENTATIVES/BARGAINING TEAM

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

Representation of a bargaining unit member at any step of the grievance process, conferences or inquires.

Attendance at IAFF, OAPFF, AFL-CIO or labor relations seminars or any meeting or seminar the President of Local 4168 or his/her designee deems necessary to attend.

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

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

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

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

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

ARTICLE 7
UNION SECURITY

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

7.2 For all members of the bargaining unit who become dues-paying members of the Union, and upon presentation of a written deduction authorization from a member, the Administration shall deduct dues from the compensation of such member, as a condition of continued employment, on or after sixty (60) days following the probationary period or the effective date of this Agreement, whichever is later. The Employees in the Bargaining Unit who are not members shall pay to the Union a fee not to exceed dues paid by members of the Bargaining Unit in accordance with the provisions of the Ohio Revised Code 4117.09(c). An amount shall be deducted from the wages of all such non-member on the same basis as the deductions made for dues from members of the Union. Nothing in this section shall be construed to require any Employee to become a member of the Union, and the internal rebate procedure, as defined by federal and/or state law, shall provide a rebate for contributors of expenditures in support of partisan political or ideological causes not germane to the work of Employee organizations in the realm of collective bargaining. The Union agrees to save City and/or Township of Huron, Erie County, Ohio, harmless in the event of any legal controversy with regard to the application of this Section. All dues and collected shall be remitted once each pay period by the Administration to the Union Treasurer, or its designee, who shall forward the fees to the Union. The Union agrees to establish a fair share fee rebate procedure which meets the requirements of Chicago Teachers Union v. Hudson, U.S. Supreme Court, Case Number 84-1503, decided March 4, 1986. This article shall be governed by the holding of Janus v. AFSCME Council 31,138 S.Ct. 2448 decided June 27, 2018.

ARTICLE 8
PREVAILING RIGHTS

8.1 The City agrees not to reduce or rescind any clearly established benefits in effect and regularly provided to Employees at the time of the signing of this Agreement, but which are not specifically referred to in this Agreement, and they shall remain in full force during the terms of this Agreement; provided, however, that nothing provided for herein shall interfere with or prevent the City from exercising those management rights as set forth in Article 3 of this Agreement.

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

ARTICLE 9
PRINTING AND SUPPLYING OF AGREEMENT

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

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

ARTICLE 10
LABOR/MANAGEMENT MEETING

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

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

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

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

ARTICLE 11
BULLETIN BOARDS

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

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

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

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

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

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

ARTICLE 12 **PROBATIONARY PERIOD**

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

ARTICLE 13 **MINIMUM QUALIFICATIONS**

13.1 The Employer will not remove or discipline any Employee in the bargaining unit for failure to meet any minimum qualifications that were not in effect for his classification on his date of hire, except as otherwise provided in Section 2 below.

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

ARTICLE 14 **RESIDENCY REQUIREMENT**

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

ARTICLE 15 **Hours of Work**

15.1 Each shift shall be staffed with a minimum of one (1) Captain, one (1) Lt. and three (3) firefighters. The Division shall work under the FLSA 7(k) exemption and have a work period of twenty-eight (28) days. This type of shift is also known as the California Shift: on, off, on, off, on, off, off, off, off. Personnel's base salaries are for all regularly scheduled hours worked during the

work period. The standard twenty-four (24) hour workday for shift personnel of the Division is 0700 hours on one day to 0701 hours on the following day. FLSA (daily) compensable hour deductions shall include the following:

- a) one (1) meal hour if the shift had an uninterrupted lunch;
- b) one (1) meal hour if the shift had an uninterrupted dinner; and
- c) five (5) sleep hours if the shift had an opportunity to receive five (5) hours of sleep

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

15.3 The "O.I.C." of each shift shall be responsible for submitting the required time sheet for each firefighter on their shift to the Chief of the Division, or his designee, on the Monday preceding a payday.

ARTICLE 16

Overtime Pay

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

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

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

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

ARTICLE 17

Compensatory Time/Comp Time

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

- a) You may opt to take comp time for hours worked (emergency call-in) in excess of your regular shift at the 150% rate. (1.5 hours for each hour i.e., work 3 hours, receive 4.5 hours of comp time.)

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

ARTICLE 18

Sick Leave

18.1 A member shall be entitled, for each month of service, to sick leave of one and one fourth (1 ¼) work days with pay and shall be entitled to accumulate an unlimited amount of sick leave pursuant to Codified Ordinance 163.02 as in effect on January 1st, 1991. Sick time will be accumulated in the same manner as all other City Employees, yet because of the duty schedule of 24-hour shifts, a 24-hour period off will be charged at the rate of 13.3 hours. If less time than 24 hours is used, a rate of .55 hours of sick time for each hour the Employee is actually off will be charged. A member may use sick leave, upon approval of the responsible Division Head, or his designee, for absence due to illness, injury or exposure to contagious disease which could be communicated to other Employees and to illness or injury in the Employee's immediate family. Immediate family shall be as described in Codified Ordinance 163.03. The responsible 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.

18.2 Any member may use up to three (3) workdays sick leave for the birth of a child by the member or the member's spouse.

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

18.4 Each member whose employment with the City commenced on or after January 1st, 1973 shall be allowed a credit for accumulated sick leave accrued while in the employ of another Ohio political subdivision up to a maximum of fifteen (15) days.

18.5 A member who has a minimum of 1,000 hours accumulated sick leave may request, by the last working day of January of any calendar year on the form provided in Appendix "A" and shall be granted the right to convert thirty (30) hours sick leave to ten (10) hours compensatory time per three month period. A member shall not convert in excess of forty (40) hours compensatory time on any calendar year.

18.6 As of December 31st, 2002, a member who has a minimum of 1,000 hours accumulated sick leave may request, by the last working day of October of the proceeding calendar year on the form provided in Appendix "B" and shall be granted the right to convert a maximum of eighty

(80) hours sick leave to a cash payment to be paid to the Employee. Forty (40) hours shall be paid with the first pay of February and forty (40) hours shall be paid with the first pay in July.

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

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

18.9 Effective January 1, 2009, all sick leave hours shall be frozen, for those employees employed on December 31, 2008 at the hourly rate in effect on December 31, 2008. The frozen hours shall be multiplied by the 12/31/08 hourly rate to arrive at the amount of payout to which the employee is eligible for accumulated sick leave. The employees will continue to accrue sick leave without maximum accrual for the remainder of their tenure with the city. Upon retirement, the employee has the option of being paid out sick leave on the basis of one (1) day for each accrued three (3) days up to a maximum of 480 hours at the employee's current hourly rate or the frozen amount determined on December 31, 2008, whichever is greater. These two plans are mutually exclusive and any employee employed as of December 31, 2008 may accept one of the two alternatives upon retirement or his beneficiary upon death in office. Employees hired after January 1, 2009 shall be paid sick leave payout upon retirement on the basis of one (1) day for each accrued three (3) days up to a maximum of 480 hours at the employees current hourly rate.

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

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

Sick leave bank policy to remain in effect until the creation of an Employer sanctioned sick leave bank:

Employees shall be permitted to contribute sick leave hours to a sick leave bank for use by any Employee who has exhausted all of his own sick leave under the following conditions:

- A) The Sick Leave bank shall have a maximum balance of three thousand (3000) hours.
- B) Employees that have suffered any illness or injury in the scope of their employment and have exhausted the benefits under Article 27 or were not covered under the provisions of Article 27 may draw from the sick leave bank after all their available benefits have been exhausted.
- C) Employees that have suffered any illness or injury to themselves or their immediate family outside the scope of their employment may draw from the sick leave bank only after the Employee has exhausted all of their own sick leave, vacation, and compensatory time.

- D) In no event shall an Employee be eligible to receive more than 1,000 hours from the Sick Leave Bank.
- E) No Employee shall be permitted to contribute more than one thousand (1000) hours during the term of his employment.

ARTICLE 19

WORK RULES

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

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

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

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

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

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

ARTICLE 20

CONTRACTING OUT

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

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

ARTICLE 21
FACILITY STANDARDS

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

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

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

ARTICLE 22
CORRECTIVE ACTION, DISCHARGE OR SUSPENSION

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

22.2 Discipline

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

22.03

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

ARTICLE 23
DEFINITION OF DEPARTMENTAL SENIORITY

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

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

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

ARTICLE 24
Maternity Leave

24.1 The City shall continue to grant maternity leave in accordance with Codified Ordinance 163.07.

ARTICLE 25
Vacations

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

<u>YEARS OF SERVICE</u>	<u>ANNUAL ACCUMULATION</u>
After 1 Year	2 Weeks
After 7 Years	3 Weeks
After 13 Years	4 Weeks
After 20 Years	5 Weeks
After 27 Years	6 Weeks

<u>ANNUAL VACATION ENTITLED TO</u>	<u>CREDIT PER PAY PERIOD</u>
80 Hours	3.1 Hours
120 Hours	4.6 Hours
160 Hours	6.2 Hours
200 Hours	7.7 Hours
240 Hours	9.2 Hour

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

ARTICLE 26
Holiday Compensation

26.1 Employees on a fifty-six hour workweek shall be paid an annual allowance of one hundred sixteen (116) hours at their regular base rate per year in lieu of the following holidays:

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

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

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

ARTICLE 27
JOB RELATED INJURY LEAVE

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

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

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

27.4 The City has the right to insist on an examination of the Employee by a physician of the City's choice, and the City shall have the right to disapprove paid leave and/or require the Employee to return to work at any time from service injury leave status. If the Employee's

physician disagrees with the City's physician, the Employee shall be examined by a third physician selected jointly by the Union and the City, and the opinion of this physician shall be used to determine the Employee's eligibility for medical leave under this section. This examination shall be at the City's expense.

ARTICLE 28

RESTRICTED DUTY ASSIGNMENT

28.1 Employees unable to fully perform normal duties because of a job-related injury or illness will be placed on restricted duty assignment by the Employer. Employees unable to fully perform normal duties because of an off duty-related injury or illness may be placed on restricted duty assignment by the Employer. Such restricted duty shall be for no less than five (5) calendar days and no longer than one hundred twenty (120) calendar days. Such assignments shall be based upon operational needs and requirements as determined by the Fire Chief or his designee and will be within the scope of the Fire Department. Said Employee shall receive compensation and benefits, attached to his normally assigned position.

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

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

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

ARTICLE 29

FUNERAL LEAVE

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

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

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

ARTICLE 30 **JURY DUTY**

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

ARTICLE 31 **GRIEVANCE PROCEDURE**

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

31.2 The following matters shall constitute a “grievance”: an allegation by a member that there is or has been (1) a breach, misinterpretation or improper application of this Agreement; (2) abnormally dangerous or abnormally unhealthy working conditions; (3) disciplinary action administered in accordance with Article 22 hereof. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters controlled by City Charter, Ordinances or the Constitutions of the State of Ohio or the United States of America. No grievance may be initiated based on allegations regarding events which occur at a time other than the contract period of this Agreement.

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

31.4 All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. A grievance may be brought by any member. Where a group of members desire to file a grievance involving a situation affecting each member in the same manner, one member selected by such group shall process the grievance. The member may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements of any step to lapse without further appeal. Any grievance not answered by the City within the stipulated time limits may be advanced by the Union member to the next step in the grievance procedure. All time limits on grievances may be waived upon mutual consent of the parties. For purposes of counting time under this procedure, “Calendar Days” shall be used. All written grievances must contain the following information to be considered:

- (1) Aggrieved employee's name and signature;
- (2) Aggrieved employee's classification;

- (3) Date grievance was first discussed;
- (4) Date grievance was filed in writing;
- (5) Name of supervisor with whom grievance discussed;
- (6) Date and time grievance occurred;
- (7) Where grievance occurred;
- (8) Description of incident giving rise to grievance;
- (9) Articles and Sections violated; and
- (10) Resolution requested.

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

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

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

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

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

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

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

31.11 Procedural Steps

1. **INFORMAL STEP:** As a preliminary step, prior to pursuing the formal steps of the grievance procedure, should a conflict arise between the City and a member related to issues of this Agreement, the member shall, within twenty-one (21) days of the time an alleged incident occurs, discuss the matter with his immediate supervisor. It shall be the intent of the City and the Union to resolve such conflicts prior to the issue escalating into the formal grievance procedure set forth below.
2. **STEP 2. IMMEDIATE SUPERVISOR:** If the Employee and the immediate supervisor are unable to resolve the alleged grievance in the Informal Step, the Employee may process the grievance to Step 2 of 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 C). It shall be the Immediate Supervisor

who shall investigate and provide written answers to the grievant within seven (7) days following the day on which the immediate supervisor was presented with the written grievance.

3. **STEP 3. FIRE CHIEF:** If the Employee and the immediate supervisor are unable to resolve the grievance at Step 2, the Employee may process the grievance at Step 3 of the procedure. The grievant must present the alleged grievance which may contain additional relevant information to the Fire Chief within seven (7) calendar days following the reply at Step 2. It shall be the responsibility of the Chief to investigate and provide written answers to the grievant within seven (7) calendar days following the day on which the Chief was presented the Grievance.
4. **STEP 4. CITY MANAGER:** The Union member may appeal the grievance to the City Manager within seven (7) calendar days after receiving the Step 3 reply. The City Manager shall attempt to adjust the matter and shall respond to the grievant with a written answer within fifteen (15) calendar days following the meeting.
5. **STEP 5. BINDING ARBITRATION:**
 - A. If the grievance is not resolved at Step 4, the Union or City may, within fifteen (15) calendar days, appeal to arbitration by serving notice of intent on the other party.
 - B. Within ten (10) calendar days of receipt of intent to file under arbitration, the City and the Union shall by joint letter, solicit nominations of five (5) arbitrators to hear the case from the Federal Mediation and Conciliation Service or others as may mutually agree.
 - C. On receipt of the nominations, the Union and the City shall eliminate two (2) names. Elimination shall be accomplished by each party alternately striking a name with the first strike determined by a coin flip. A date for arbitration shall be set as soon as availability of the arbitrator is determined and both the City and Union agree.
 - D. The parties may be represented by representatives or legal counsel and necessary witnesses and/or documents may be subpoenaed at the arbitrator's hearing. The arbitrator shall reduce his decision to writing and state his reasons for reaching the decision.
 - E. The cost of the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and rent, if any, for the hearing rooms, shall be borne equally by the parties. The expenses on any non-employee witness shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of the transcript. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during his normally scheduled working hours on the day of the hearing.
 - F. It is expressly understood that the ruling and decision of the arbitrator, within his function described herein, shall be final and binding upon the parties provided that such decision conforms to State and Federal law.

ARTICLE 32

SAFETY AND HEALTH

32.1 The City will continue to exert every reasonable effort to provide and maintain safe and healthy working conditions for every employee. The employees agree that, in the course of

performing their regularly assigned duties, they will be alert to unsafe and/or unhealthy practices or conditions and report them to their immediate supervisors for corrective action, within a reasonable amount of time, provided the supervisor determines that an unsafe and/or unhealthy practice or condition exists. A grievance alleging a violation of this Article may be filed directly with the City Manager.

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

ARTICLE 33 **CLOTHING ALLOWANCE**

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

33.2 The parties further agree that the City shall pay for the purchase of one c(1) dress uniform for each member of the bargaining unit who has not previously had a dress uniform provided by the City. The City will maintain and upgrade the dress uniform as the need arises.

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

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

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

- a. \$ 600.00 for 2022
- b. \$ 600.00 for 2023
- c. \$ 600.00 for 2024

33.6 During the first two (2) years as a full-time salaried employee with the City of Huron Fire Division, a member shall be authorized to requisition for each calendar year during the term of this contract in uniforms and required equipment subject to procedures as promulgated by the City as follows:

- a. \$750.00 for 1st year of employment; and
- b. \$750.00 for 2nd year of employment

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

33.8 When it is clearly shown that the personal property of an employee was damaged while discharging his duties as an employee of the City and through no fault of his/her own, then the City Manager may, by written order, authorize the replacement or repair of the personal property to its original state at the initial expense of the City. The term personal property may include such items as eye glasses, dentures, watches, flashlights, etc.

ARTICLE 34

SAFETY EQUIPMENT AND PROTECTIVE CLOTHING

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

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

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

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

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

ARTICLE 35

WELLNESS AND FITNESS PROGRAM

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

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

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

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

ARTICLE 36 **MILEAGE AND TRAVEL ALLOWANCE**

36.1 Employees shall be reimbursed for reasonable travel expenses for authorized trips on approved City business. The Employee must keep a complete and accurate record of expenditures and present an itemized statement with receipts to the City Manager for approval. Mileage will be reimbursed at the prevailing IRS rate.

ARTICLE 37 **Educational Differential**

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

One percent (1 %) of their base pay for completion of forty-eight (48) credit hours towards an Associate or Bachelor's Degree in Fire Science, EMS, or related field.

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

An additional one percent (1 %) increase for a Bachelor's degree in Fire Science, EMS, or related field.

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

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

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

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

38.2 Full-time (regular) Employees who have completed their probationary period may be reimbursed for tuition, fees, and books and materials upon successful completion of job-related courses. All courses and cost must be approved, in writing, by both the Employee's Department Head and the City Manager. The City of Huron will reimburse an Employee, for twelve (12) semester hours or twenty (20) quarter hours not to exceed three thousand (\$3,000.00) dollars in total, per calendar year, as described below, in 38.3., for the portion of the costs that were preapproved.

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

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

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

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

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

ARTICLE 39
Health and Life Insurance Plan

39.1 The City will make available a group insurance program covering certain hospitalization, surgical, and medical benefits for Employees and dependents who meet the City's eligibility guidelines. The program will be better or equal in actuarial value to other employees of the City. The level of insurance benefits provided to bargaining unit Members shall be the same level of insurance benefits provided to other, general non-bargaining employees of the City of Huron, including management. In the event the City proposes to substantially change the plan as described in this section, it shall bring such proposed changes to a labor/management meeting at least sixty days (60) days prior to the proposed effective date of said changes.

39.2 The Employee's share shall be paid through payroll deduction, which deduction is hereby specifically authorized. Employees will be responsible for 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.

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

- A. An annual form must be completed communicating to the City that the Employee was offered coverage but has elected to opt-out. This form can be found in Appendix D.
- B. The Employee must provide reasonable evidence that the Employee and all other individuals (*for whom the Employee reasonably expects to claim a personal exemption deduction for the taxable year or years that begin or end with the City's plan year to which the opt-out arrangement applies*) will have minimum essential coverage during the period of coverage to which the opt-out arrangement applies.
 1. Individual coverage does not meet this requirement.
 2. If the Employee loses coverage during the plan year, this would be considered a qualifying event and the Employee would be able to enroll in the City's plan with no lapse in coverage. The Employee must complete an enrollment form requesting coverage under the City's plan within 30 days of losing coverage.
- C. Certification of Other Coverage. Before an Employee may opt out of the City's Health Insurance plan, the Employee must provide proof of coverage under another insurance policy by providing one or more of the following: certificate of insurance, summary plan

description, evidence of coverage, contract of coverage, or IRS form 1095-A, 1095-B, or 1095-C.

- D. Beginning for plan year 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

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

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

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

- A. Dependent Children: appropriate documentation shall be provided per the following:
 1. Biological Child: Government-Issued Birth Certificate, with all parent names contained thereon;
 2. Adopted Child: Government-Issued Birth Certificate or Adoption Certificate or Placement Agreement or Petition;
 3. Stepchild: Government-Issued Birth Certificate, with all parent names contained thereon, AND documents to verify Spouse as outlined below;
 4. Legal Guardianship: Legal documentation from the state court or federal government documenting the legal guardianship status; or
 5. Court Order to provide medical benefits.
- B. Legally Married Spouses: appropriate documentation shall include:
 1. If married within the prior 12 months of enrollment, a Government Issued Marriage Certificate, including the date of Employee’s marriage. (Church-issued certificates are not acceptable.)
 2. If married more than 12 months prior to enrollment, a Federal Tax Return filed for the prior calendar year listing Employee’s spouse, consisting of the first page of the Form 1040 showing names of dependents with all financial information and social security numbers redacted.
- C. Audit. An audit will be conducted for all dependent children currently covered on the plan. Once complete, dependent children can remain on the plan until the end of the month in which they turn age 26. Spouses may be audited on an annual basis to ensure all spouses

meet the City's eligibility guidelines which include Spousal Carve Out, as described in Section 30.05.

39.6 Health 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 40

Wages

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

ARTICLE 41

LONGEVITY

41.1 Full-time salaried Employees of the City of Huron Fire Division shall receive longevity pay in accordance with the following schedule:

	Firefighter	Lieutenant	Captain
Upon completion of 3 years service	\$531	\$584	\$673
Upon completion of 8 years service	\$1,062	\$1,168	\$1,346
Upon completion of 13 years service	\$1,593	\$1,644	\$2,019
Upon completion of 18 years service	\$2,124	\$2,336	\$2,692
Upon completion of 23 years service	\$2,655	\$2,920	\$3,365

41.2 Longevity pay shall be paid in a lump sum annually on the 24th pay period.

ARTICLE 42

TERMINATION AND SEVERANCE PAY

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

ARTICLE 43
PROMOTIONAL TESTING

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

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

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

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

ARTICLE 44
WORKING OUT OF CLASSIFICATION

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

ARTICLE 45
DRUG FREE WORKPLACE

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

ARTICLE 46
MILITARY TRAINING LEAVE

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

46.2 Any Employee of the City who qualifies under 46.1 above who is called to active duty for a national or state emergency by order of the President of the United States, the Congress of the United States, the Governor of the State of Ohio or the legislature of the State of Ohio shall be granted a leave of absence for the duration of such active duty. During this leave of absence, and at the expiration of the time limit specified in 46.1 above, such Employee shall receive from the City the difference between the Employee's gross monthly base wage or salary with the City and

the sum of the Employee's gross monthly base wage or salary received from the military, per month. During the leave of absence, such Employee shall continue to accumulate vacation, sick leave, longevity credit, and other such benefits as would normally be available to the Employee. Reinstatement rights and other rights shall be in accordance with all relevant provisions of Federal law and their companion rules and regulations.

ARTICLE 47 **LIFE INSURANCE**

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

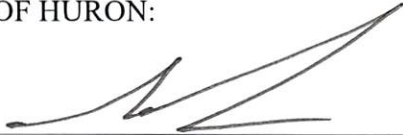
ARTICLE 48 **DURATION OF AGREEMENT**

48.1 This Agreement shall remain in full force and effect from January 1, 2022 until December 31, 2024, unless otherwise terminated as provided herein.

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

SIGNATURE PAGE

CITY OF HURON:



City Manager

I.A.F.F. LOCAL 4168:



Union President

APPROVED AS TO FORM:



Law Director

APPENDIX A
City of Huron – Sick Leave Conversion Request

I, _____, request that _____ hours of Sick Leave be converted to Comp Time in accordance with Article 18 of the Collective Agreement between the City and IAFF Local 4168.

Signed: _____ Date: _____

Approved by Finance:

_____ Date: _____

APPENDIX B
City of Huron – Sick Leave Conversion to Payment Request

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

Signed: _____ Date: _____

Approved by Finance:

_____ Date: _____

APPENDIX C
IAFF Local 4168 Grievance Form

PLEASE PRINT OR TYPE. Attach separate sheets if needed.

Name of Grievant: _____ Date: _____

Classification: _____ Assignment: _____

Date and time of Incident: _____

Description of Grievance: _____

Articles and Sections of Agreement Violated: _____

Remedy Requested: _____

Grievant Signature: _____ Date: _____

Received by: _____ Date: _____

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

APPENDIX D
Health Insurance Opt-Out Form



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*):

- | | |
|---|--|
| <input type="checkbox"/> Employee Only | (Opt-Out Amount = \$3,000 Annually / \$750 Paid Quarterly) |
| <input type="checkbox"/> Employee Plus Child(ren) | (Opt-Out Amount = \$6,000 Annually / \$1,500 Paid Quarterly) |
| <input type="checkbox"/> Child(ren) | (Opt-Out Amount = \$3,000 Annually / \$750 Paid Quarterly) |

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

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

Date Coverage will begin or began _____

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

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

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

If applying for the health plan opt-out payment, I certify that all of my eligible dependents and I (for whom I am waiving

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

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

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

OPT-OUT PAYMENTS

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

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

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

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

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

Employee Signature

Date

APPENDIX E
Drug and Alcohol Policy

City of Huron's Drug and Alcohol Policy
can be found in the
City of Huron's Employee Handbook
at Appendix E.

APPENDIX F
Base Wages

	1/1/2021	1/1/2022		1/1/2023		1/1/2024	
Firefighter		2.00%	Annual	2.25%	Annual	2.50%	Annual
A	\$ 31.40	\$ 32.03	\$ 66,618.24	\$ 32.75	\$ 68,117.15	\$ 33.57	\$ 69,820.08
B (90% Class A)	\$ 28.26	\$ 28.83	\$ 59,956.42	\$ 29.47	\$ 61,305.44	\$ 30.21	\$ 62,838.07
C (80% Class A)	\$ 25.11	\$ 25.61	\$ 53,273.38	\$ 26.19	\$ 54,472.03	\$ 26.84	\$ 55,833.83
Probation (70% Class A)	\$ 21.98	\$ 22.42	\$ 46,632.77	\$ 22.92	\$ 47,682.01	\$ 23.50	\$ 48,874.06
Lieutenant		2.00%	Annual	2.25%	Annual	2.50%	Annual
A (Class A FF + 10%)	\$ 34.53	\$ 35.22	\$ 73,258.85	\$ 36.01	\$ 74,907.17	\$ 36.91	\$ 76,779.85
B (Class A FF + 5%)	\$ 32.96	\$ 33.62	\$ 69,927.94	\$ 34.38	\$ 71,501.31	\$ 35.24	\$ 73,288.85
Captain		2.00%	Annual	2.25%	Annual	2.50%	Annual
A (Class A FF + 20%)	\$ 37.68	\$ 38.43	\$ 79,941.89	\$ 39.30	\$ 81,740.58	\$ 40.28	\$ 83,784.09