

RESOLUTION NO. 102-2024

Introduced by Joel Hagy

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

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

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

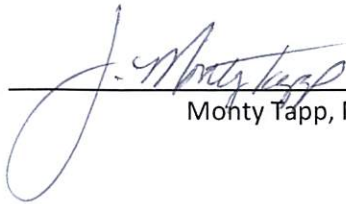
SECTION 1: That Council hereby authorizes the City Manager to enter into a labor agreement with The American Federation of State, County and Municipal Employees, Local 2024, and Ohio Council 8 for compensation and other terms of employment of municipal employees for the period of January 1, 2025 through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

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

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

ATTEST:


Clerk of Council


Monty Tapp, Mayor

ADOPTED:

18 DEC 2024

**A COLLECTIVE BARGAINING AGREEMENT
BETWEEN**

**THE
CITY OF HURON**

AND

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

*JANUARY 1, 2025
DECEMBER 31, 2027*

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ARTICLE 1

PURPOSE

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

ARTICLE 2

MANAGEMENT RIGHTS

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

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

ARTICLE 3

UNION REPRESENTATION

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

ARTICLE 4

LABOR MANAGEMENT MEETINGS

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

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

ARTICLE 5
SUBCONTRACTING/BARGAINING UNIT WORK

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

ARTICLE 6
RECOGNITION

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

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

ARTICLE 7

NON-DISCRIMINATION SECTION

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

ARTICLE 8

Dues Deduction

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

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

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

ARTICLE 9

NO STRIKE / NO LOCKOUT

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

ARTICLE 10

PROBATIONARY PERIOD

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

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

ARTICLE 11

SENIORITY

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

ARTICLE 12
LAYOFFS AND RECALL

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

ARTICLE 13
LOSS OF CDL/INSURABILITY

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

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

ARTICLE 14

BID PROCEDURE

- 14.01** Whenever the City decides to fill a vacancy in a classification within the bargaining unit, the City shall post notice where the vacancy exists. The City will notify the Local Union president of any job postings. The bid notice shall contain the classification, job description, minimum qualifications as determined by the City and salary. The classification, not the specific assignment in the classification, will be posted. The bid notice shall be posted for a minimum of five (5) consecutive working days. Where applicable, minimum qualifications may include licensing, bonding and/or testing requirements. Official notification of the posting will be made to Union representation after approval by the City, but no later than five (5) days after approval.
- 14.02** Any employee wishing to apply for a posted vacancy must submit an application in writing to the City Manager by the end of the posting period in order to be considered for the position. City Employment Seniority, skill, and ability shall be the determining factors in filling all vacancies. City Employment Seniority shall be the determining factor only when, in the judgment of the City, skill and ability are of equal measure. If no full-time bargaining unit employee meets the minimum qualification, the posted vacancy may be filled by a qualified part-time bargaining unit employee. If no bargaining unit employee meets the minimum qualification, the posted vacancy may be filled by the City from outside the bargaining unit.

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

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

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

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

ARTICLE 15

HOURS OF WORK AND OVERTIME

- 15.01 A.** The City shall devise a regular schedule of work for the Water Filtration Division employees who work an eighty (80) hour two (2) week pay period that meets the following criteria:

- 1) A regular recurring shift on no more than a two (2) week rotation with thirty-six (36) hours in the first week and forty-eight (48) hours in the second week, except as may be affected by holiday rotation;
- 2) Employees shall have every other weekend (Saturday and Sunday) off;
- 3) Regular starting and ending times on no more than a two (2) week rotation;
- 4) No more than five (5) days on duty in a row;
- 5) At least eight (8) hours between shifts;
- 6) Overtime is triggered when regular hours worked in the two (2) week pay period exceeds eighty (80) hours; and
- 7) Scheduled overtime shall not be converted to Compensatory Time and will be paid out in the pay period it is earned.

Adjustments to (1) through (5) above are available through mutual agreement and/or through the payment of overtime. Employees may trade shifts with approval of the Superintendent of Water Filtration and so long as such trading does not generate overtime.

- B.** For all other Departments or Divisions, the normal work week shall be established consecutive workdays Monday through Friday, with specified starting and ending times. The workday shall include two (2) fifteen-minute paid break times and a lunch opportunity. The lunch opportunity shall be established by the City on a Department or Division basis with input from the affected employees.

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

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

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

ARTICLE 16

VACATIONS

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

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

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

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

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

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

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

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

ARTICLE 17

Holidays and Personal Days

17.01

A) All regular fulltime Employees shall be entitled to the following holidays:

B)

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

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

- 17.02** Should any of the recognized holidays fall on Sunday, the following Monday shall be observed as the holiday. Should any of the recognized holidays fall on a Saturday, the preceding Friday shall be observed as the holiday.
- 17.03** To be entitled to Holiday Pay, an Employee must be on the active payroll (i.e., actually receives pay) during the pay period in which the holiday falls.
- 17.04** For those Employees on a seven (7) day operation, an Employee assigned to work on a holiday, or whose regularly scheduled day off falls on a holiday will be paid one and one-half (1 ½) times their rate of pay for each hour worked in addition to eight (8) hours at their straight time hourly rate for each of the holidays listed above. Employees may not substitute another working day for the holiday
- 17.05** In addition to Holiday Pay, Employees in the Bargaining Unit shall receive five (5) Personal Days consisting of eight (8) hours each. The scheduling of Personal Days shall follow the same procedure used in the Scheduling of Time Off and shall be approved at the discretion of the Department Head or designee. Personal Days shall not be converted into monetary payout and will not roll over into the next calendar year.

ARTICLE 18

APPLICATION FOR LEAVE OF ABSENCE

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

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

ARTICLE 19

SICK LEAVE

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

- H) A regular full-time employee who has a minimum of 1,000 hours accumulated sick leave may request, by the last working day of January of any calendar year on the form provided by the City and shall be granted the right to convert thirty (30) hours sick leave to ten (10) hours personal time per three month period. An employee shall not convert or accumulate in excess of forty (40) hours personal time on any calendar year.
- I) As of December 31st, 2002, a regular full-time employee who has a minimum of 1,000 hours accumulated sick leave may request, by the last working day of October of any calendar year on the form provided by the City and shall be granted the right to convert a maximum of eighty (80) hours sick leave to a cash payment. Forty (40) hours shall be paid to the employee with the first pay of February and forty (40) hours shall be paid with the first pay of July. These payments shall be made by separate check.
- 19.02 SICK LEAVE PAYOUT.** Effective January 1, 2009, all sick leave hours shall be frozen, for those employees employed on December 31, 2009 at the hourly rate in effect on December 31, 2009. The frozen hours shall be multiplied by the 12/31/09 hourly rate to arrive at the amount of payout to which the employee is eligible for accumulated sick leave. The employees will continue to accrue sick leave without maximum accrual for the remainder of their tenure with the city. Upon retirement, the employee has the option of being paid out sick leave on the basis of one (1) day for each accrued three (3) days up to a maximum of 480 hours at the employee's current hourly rate or the frozen amount determined on December 31, 2008, whichever is greater. These two plans are mutually exclusive and any employee employed as of December 31, 2009 may accept one of the two alternatives upon retirement or their beneficiary upon death in office. Employees hired after January 1, 2010 shall be paid sick leave payout upon retirement on the basis of one (1) day for each accrued three (3) days up to a maximum of 480 hours at the employees current hourly rate. In the event of the death of a regular full-time employee, the City shall pay to the named survivor (provided, however, if none is named then to the surviving spouse or next of kin) the above listed benefit as if the employee had retired.
- 19.03 MEDICAL EXAMINATION.** Where the City believes an employee may be unable to perform the essential functions of their position, the City may require a physical or mental fitness for duty examination by a licensed physician, psychologist or psychiatrist of its selection at its expense. In the event the results of the City's physical or mental examination is in dispute with a similar examination by the employee's medical professional, the two (2) medical professionals shall designate a third, neutral medical professional, and an examination shall be scheduled with that professional. The results of the third examination shall be binding on the City and the employee. The cost of the third examination shall be divided equally between the City and the employee.

ARTICLE 20

BEREAVEMENT LEAVE

- 20.01** A regular full-time employee shall be granted up to four (4) days leave in the event of the death of a member of their immediate family. When in the opinion of the responsible Department/Division Head, additional leave of absence for family death is in the best

interest of both parties; such additional leave may be granted and deducted from accumulated sick leave. The granted leave shall include the day of the funeral.

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

ARTICLE 21

FAMILY AND MEDICAL LEAVE POLICY

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

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

- B) Any period of incapacity for pregnancy or prenatal care.
- C) Any period of incapacity for a chronic serious health condition (e.g. asthma, diabetes, epilepsy) which may be episodic in nature.
- D) A period of incapacity for a long term condition for which treatment may not be effective (e.g., Alzheimer's disease, severe stroke, terminal stage of cancer).
- E) Any period of incapacity to receive multiple treatments by a health care provider for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days.

21.06 Designation of Leave as Family Leave. If an employee qualifies for leave under the FMLA, the City will designate the leave as Family and Medical Leave and so notify employee within five (5) business days.

21.07 Inability to Work. An employee is unable to work when a health care provider finds that they are unable to perform any one of the essential functions of the job.

21.08 Health Insurance FMLA. If the employee is covered by group health/medical insurance, the insurance coverage will be maintained for the duration of the Family and Medical Leave. The employee remains responsible for any co-payment of premium. Insurance may be terminated if:

- A) The employee notifies the City that they do not intend to return from leave.
- B) The employee fails to return from leave.
- C) The employee exhausts the leave entitlement.
- D) The employee's co-payment is more than thirty (30) days late, and the City then gives the employee fifteen (15) day's notice of termination of benefits.

21.09 Reinstatement to Job from FMLA. On return from leave, an employee is required to provide the employer with a completed fitness for duty certification. The employee is entitled to be returned to their their old job or an equivalent position with equivalent pay, benefits and other terms and conditions of employment. This right to reinstatement may not extend to employees who qualify as "key employees" under the statute.

21.10 Substitution of Paid Leave. Any accrued, eligible leave shall run concurrently with the FMLA.

21.11 Employee Notice.

- A) The employee must give the City thirty (30) day's notice of Family and Medical Leave if the leave is foreseeable.
- B) If the leave is unforeseeable, notice must be given as soon as practicable.

21.12 Proof of Serious Health Condition.

- A) At the City's request, employees must obtain certification of a serious health condition on a form supplied by the City from a physician in advance of the leave.
- B) The City may, when appropriate in its judgment, require recertification of the leave.
- C) If the City disagrees with the certification, it may require a second opinion from a different physician (not affiliated with the City).

- 21.13** Intermittent Leave, Reduced Schedule. Intermittent leave or a reduced schedule may be taken for serious health conditions *under* this policy when medically necessary. However, the employee must attempt to avoid conflicts with their work schedule, and the City may assign the employee to a different, equivalent job to facilitate the intermittent or reduced schedule leave.

ARTICLE 22
MILITARY TRAINING LEAVE

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

ARTICLE 23
CIVIL SERVICE LAW

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

ARTICLE 24
SAFETY, HEALTH AND UNIFORMS

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

imminent danger of death or serious harm to the employee. The City may discipline an employee who refuses to perform assigned tasks but fails to meet these conditions for refusing to work.

- 24.05** The grievance arbitration procedure of this contract is the exclusive method of asserting a violation of the City's obligations under this Article, and grievance arbitration shall be in lieu of any other available remedy. Nothing in this 24.05 shall be interpreted as taking away or limiting any rights granted to employees by any statute.
- 24.06** The City will provide any protective devices and other equipment which it determines are necessary to properly protect employees from injury while performing required job functions.
- 24.07** The City may require employees to attend general wellness programs.
- 24.08** Where the City believes an employee may be unable to perform the essential functions of their position, the City may require a physical or mental fitness for duty examination by a licensed physician, psychologist or psychiatrist of its selection at its expense. In the event the results of the Employer's physical or mental examination is in dispute with a similar examination by the employee's medical professional, the two (2) medical professionals shall designate a third, neutral medical professional, and an examination shall be scheduled with that professional. The results of the third examination shall be binding on the City and the employee. The cost of the third examination shall be divided equally between the City and the employee.
- 24.09** The City may require employees to wear uniforms. The City will provide, at its cost, a uniform service for the employees whom it requires to wear uniforms. The City will provide two [2] sweatshirts during the first year of this Contract and one [1] sweatshirt each of the remaining years of the Contract. Only on an "as needed basis," and subject to verification by management, the City will pay for the purchase of safety shoes based on job function. The maximum amount the City will pay for such shoes is three hundred dollars (\$300.00) per pair.

"Safety shoes," at a minimum, must have adequate toe protection. Employees whose safety shoes are paid for by the City are required to wear said safety shoes.

Other Items.

The City will provide and pay for clothing to be worn during inclement weather. That clothing shall include, but is not limited to: sweatshirts, Carharts, raingear, water proof gloves, leather work gloves, rubber boots, etc. The City will provide prescription safety glasses on an "as needed basis," but not to exceed one pair per year. Employees whose clothing is paid for by the city are required to wear same.

- 24.10** The Union agrees to provide a representative to the City Health and Safety Committee.

ARTICLE 25

DISCIPLINE

25.01 An employee may be disciplined for just cause.

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

Oral Reprimand;
Written Reprimand;
Suspension;
Dismissal;

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

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

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

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

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

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

*provided there is no intervening discipline

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

25.07 INVESTIGATION OF INFRACTIONS. The City has fifteen (15) workdays from notice of the infraction to investigate alleged infractions of City Ordinances, policies or job performance. The City has an additional fifteen (15) workdays, if necessary, to hold a disciplinary hearing on

the matter under investigation. If discipline is imposed, it will be served within fifteen (15) workdays of the date of the hearing. Any of these deadlines may be extended by mutual consent of the Parties.

ARTICLE 26

DRUG-FREE WORKPLACE

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

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

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

Employees, while being compensated for being on call, shall refrain from consuming alcoholic beverages and/or any drugs of abuse or mood altering substances.

Employees may be tested for illegal drug usage where there are reasonable grounds to believe that the employee to be tested is using, abusing, or under the influence of illegal drugs as objectively found by at least one (1) qualified City representative.

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

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

ARTICLE 27

PERSONNEL FILES

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

ARTICLE 28

Health Coverage

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- A) **Dependent Children:** appropriate documentation shall be provided per the following:

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

- D) **Legally Married Spouses:** appropriate documentation shall include:

- 1. If married within the prior 12 months of enrollment, a Government Issued

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

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

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

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

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

ARTICLE 29

LIFE INSURANCE

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

ARTICLE 30

Wages

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

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

Calendar Year	Wage Increase
2025	\$1.75

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

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

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

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

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

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

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

Longevity Formula

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

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

ARTICLE 31
TRAVEL REIMBURSEMENT

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

ARTICLE 32
JURY DUTY

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

ARTICLE 33
GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 34 **SAVINGS CLAUSE**

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

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

- 35.01** The City agrees that all clearly established benefits in effect and regularly provided to employees at the time of signing of this Agreement, but which are not specifically referred to in this Agreement shall remain in full force during the term of this Agreement. Nothing in this section shall prevent the City from exercising those management rights set forth in this Agreement.
- 35.02** The City and the Union acknowledge that during negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- 35.03** Therefore, for the life of this Agreement, the City and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to negotiate collectively with respect to any subject or matter referred to or covered in this Agreement. In addition, each party agrees that the other shall not be obligated to negotiate regarding any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 36
BULLETIN BOARDS

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

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

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

ARTICLE 37
SAFETY TRAINING/CONTINUING EDUCATION

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

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

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

ARTICLE 38
JOB RELATED INJURY LEAVE

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

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

ARTICLE 39

RESTRICTED DUTY ASSIGNMENT

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

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

ARTICLE 40
COPIES OF AGREEMENT

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

ARTICLE 41
Unpaid Leave for Union Business

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

ARTICLE 42
New Employee Orientation

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

ARTICLE 43
Phone Allowance

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

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

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

ARTICLE 44

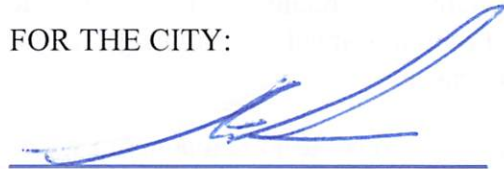
Duration

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

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

FOR THE CITY:



Matthew Lasko, City Manager

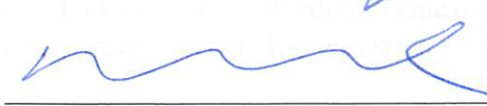
Date: _____

1-7-25

FOR AFSCME, OC 8/LOCAL 2024:



Local 2024 President



Local 2024 Vice-President



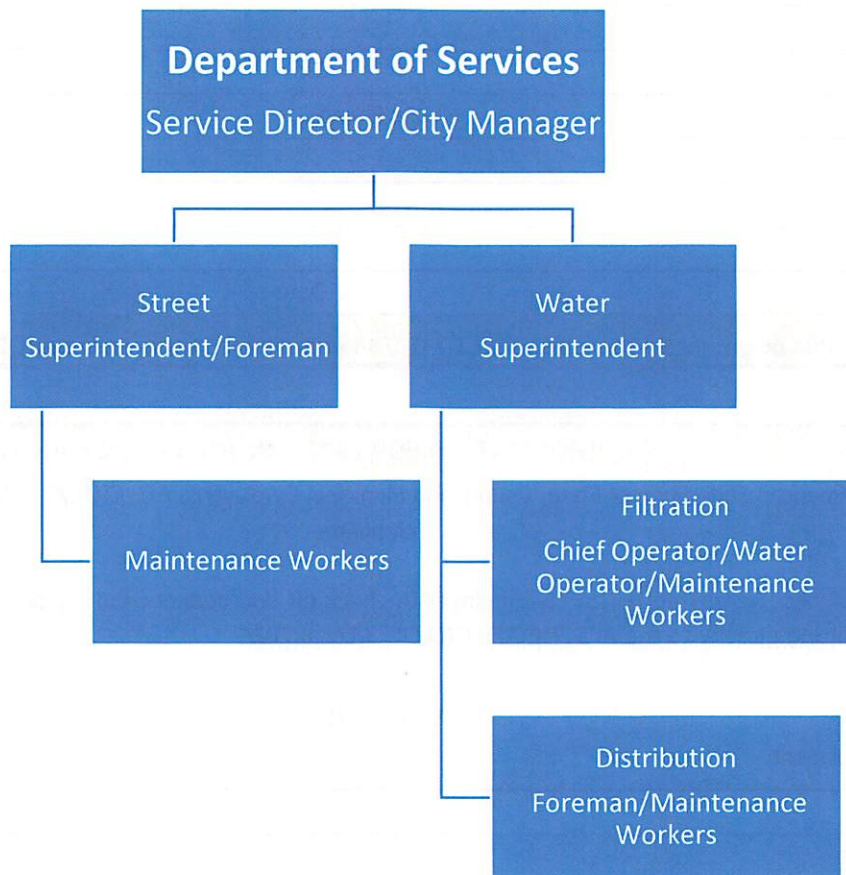
Staff Representative

Date: _____

1/7/2025

APPENDIX A
Organizational Chart

ORGANIZATIONAL CHART



APPENDIX B
Authorization for Union Dues Deduction

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

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

APPENDIX C



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

APPENDIX C

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 D
Wage Information

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

Wage Grids:

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

Maintenance Worker I

Maintenance Worker II

2025

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

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

Maintenance Worker II - Floater

Maintenance Worker III

2025

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

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

Street Foreman

Distribution Foreman

2025

\$ 31.97

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

Chief Operator

2025

\$ 32.89

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

APPENDIX E
Grievance Form

AFSCME, AFL-CIO OC 8/Local 2024

PLEASE PRINT OR TYPE. Attach separate sheets if needed.

Name of Grievant: _____ Date: _____

Classification: _____ Assignment: _____

Date and time of Incident: _____

Description of Grievance: _____

Articles and Sections of Agreement Violated: _____

Remedy Requested: _____

Grievant Signature: _____ Date: _____

Received by: _____ Date: _____

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

APPENDIX F
Healthcare and Wages Re-Opener

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