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RESOLUTION NO. 2012-17

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT ON BEHALF OF THE CITY OF HURON, OHIO, WITH THE FRATERNAL ORDER OF POLICE/OLC/SERGEANTS FOR THE CONTRACT PERIOD JANUARY 1, 2012 THROUGH DECEMBER 31, 2014

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

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

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

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

Rick Schaffter, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: FEB 14 2012

CONTRACT

BETWEEN

CITY OF HURON

AND

FRATERNAL ORDER OF POLICE/OLC/SERGEANTS

JANUARY 1, 2012 to DECEMBER 31, 2014

INDEX

Article		Page
	PREAMBLE/PURPOSE	1
1	RECOGNITION - SERGEANTS	1
2	MANAGEMENT RIGHTS	2
3	PREVAILING RIGHTS	2
4	GRAMMAR	2
5	SEVERABILITY	3
6	NON-DISCRIMINATION	3
7	NO STRIKE/NO LOCK OUT	3
8	LABOR COUNCIL ACTIVITY	3
9	DUES	4
10	FAIR SHARE FEE DEDUCTION	5
11	LABOR/MANAGEMENT MEETING	6
12	SENIORITY	6
13	JOB DESCRIPTION, RULES & REGULATIONS, PROCEDURES	6
14	HOURS OF WORK	7
15	COMPENSATION	8
16	EDUCATION/TRAINING INCENTIVE PROGRAM	10
17	UNIFORMS AND MAINTENANCE	12
18	TRAVEL EXPENSES, MILEAGE ALLOWANCE	13
19	VACATIONS	13
20	HOLIDAYS	13
21	SCHEDULING TIME OFF	15
22	SICK LEAVE	16
23	SAFETY AND HEALTH	18
24	JOB RELATED INJURY LEAVE	18
25	LEAVE FOR FAMILY DEATH	19
26	EMERGENCY LEAVE	19
27	JURY DUTY	19
28	MILITARY TRAINING LEAVE	20
29	MATERNITY LEAVE	20
30	WEATHER EMERGENCIES	20
31	HEALTH AND LIFE INSURANCE PLAN	20
32	SPECIAL ASSIGNMENT	21

Article		Page
33	LIFE INSURANCE	21
34	INSURANCE	21
35	SURETY BONDS REQUIRED	22
36	UNION MEETINGS	22
37	BULLETIN BOARD	22
38	PERSONNEL FILES	22
39	DISCIPLINE	24
40	GRIEVANCE PROCEDURE	24
41	COPIES OF AGREEMENT	27
42	DURATION	27
43	ALCOHOL/DRUG ABUSE POLICY	27
44	EXTRA DUTY EVENTS	30
	SIGNATURE PAGE	31
	APPENDIX A AUTHORIZATION FOR DUES DEDUCTION	32
	APPENDIX B COMPENSATION SCHEDULE	33
	APPENDIX C REQUEST FOR TIME OFF	34
	APPENDIX D SICK LEAVE CONVERSION FORM	35
	APPENDIX E SICK LEAVE TO PAYMENT FORM	36
	APPENDIX F INSURANCE PROGRAM	37
	APPENDIX F1 WELLNESS PROGRAM	40
	APPENDIX G GRIEVANCE FORM	43
	APPENDIX H SHIFT BID FORM	45
	APPENDIX G HOLIDAY ELECTION FORM	46

PREAMBLE/PURPOSE

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

WITNESSETH:

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

a. To achieve and maintain a satisfactory and stabilized employer-employee relationship and to promote efficient and effective law-enforcement.

b. To provide for the peaceful and equitable adjustment of differences which may arise.

c. To attract and retain qualified employees by providing those benefits compatible with the financial resources of the Employer.

d. To insure the right of every employee to fair and impartial treatment.

e. To assure the effectiveness of service by providing an opportunity for employees to meet with the Employer, either individually or through their representatives to exchange views and opinions on policies and procedures affecting the conditions of their employment.

f. To provide for orderly and harmonious employee relations in the interest, not only of the parties, but of the citizens of Huron, Ohio; and

WHEREAS, to assure that the above objectives will become a reality, the parties hereto shall cooperate in every way possible to assure that both the officials of the City and the employees within Bargaining Unit comply with the provisions of this Agreement. **NOW, THEREFORE**, it is agreed to as follows:

ARTICLE 1
RECOGNITION – SERGEANTS

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

1.02 The bargaining unit shall include all full-time Sergeants who are or may in the future be employed in the position of Sergeant, which may be referred to herein as "Member" or "Employee".

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

ARTICLE 2

MANAGEMENT RIGHTS

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

1. 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;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 3
PREVAILING RIGHTS

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

ARTICLE 4
GRAMMAR

4.01 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular. Words, whether in the masculine,

feminine or neuter genders, shall be construed to include all of those genders. By the use of either the masculine or feminine genders it is understood that the use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 5
SEVERABILITY

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

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

ARTICLE 6
NON-DISCRIMINATION

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

ARTICLE 7
NO STRIKE/NO LOCK OUT

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

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

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

ARTICLE 8
LABOR COUNCIL ACTIVITY

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

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

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

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

ARTICLE 9
DUES

9.01 The City agrees to deduct regular Union membership dues, as uniformly required, from the wages of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the member. The signed payroll deduction authorization on the form provided by the Union, a copy of which is attached as Appendix "A", shall be provided by the ranking Union official to the Director of Finance. Upon receipt of the authorization, the City will deduct Union dues on the earliest date available within the payroll system and then once each month unless and until the authorization is revoked or the City is otherwise relieved by terms of the Agreement. Nothing in this section shall be construed to require any employee to become a member of the Union.

9.02 The City shall be relieved from continuing a dues deduction upon the employee's (a) termination, or (b) transfer to a job outside a bargaining unit for which the Union is the recognized exclusive bargaining representative, or (c) layoff, or (d) agreed upon unpaid leave of absence, or (e) failure to receive sufficient wages to equal the regular deduction, or (f) voluntary termination by the member of the written authorization of the dues deduction.

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

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

ARTICLE 10
FAIR SHARE FEE DEDUCTION

10.01 This Article provides that an employee within a bargaining unit shall not be required to become or remain a Union member. Employees within the bargaining unit on the effective date of this Agreement or persons appointed to positions within the bargaining unit after the effective date of this Agreement, who choose not to become dues paying members of the Union shall be required to make a payroll deduction of a fair share fee in an amount to be determined by the Union. Union members who subsequently withdraw written authorization for payroll deduction of dues and remain a member of the bargaining unit shall immediately provide written authorization for payment of the aforementioned fair share fee as a condition of continued employment. The fair share fee as determined by the Union shall not exceed the amount of regular Union dues paid by members of the Union within the bargaining unit.

10.02 Members who, during the term of this Agreement, furnish the City with written authorization for payroll deduction of a fair share fee shall, as a condition of continued employment, maintain said authorization for the term of this Agreement, unless relieved as provided in Section 5 of this Article.

10.03 The Labor Council shall prescribe an internal rebate procedure as provided for and in accordance with Section 4117.09(C) of the Ohio Revised Code. A non-member of the Labor Council may file a challenge on the Labor Council's determination of a rebate, if any, with the State Employment Relations Board in accordance with Section 4117.09(C) of the Ohio Revised Code.

10.04 Non-members of the Labor Council shall be entitled to file for exemption from this Article in accordance with the provisions of Section 4117.09(C) of the Ohio Revised Code.

10.05 The City shall be relieved from making a fair share fee deduction upon the employee's (a) termination, or (b) transfer to a job outside a bargaining unit for which the Labor Council is the recognized exclusive bargaining representative, or (c) layoff, or (d) agreed upon unpaid leave of absence, or (e) failure to receive sufficient wages to equal the regular deduction, or (f) exemption by the State Employment Relations Board.

10.06 All fair share fees collected by the City shall be paid over once each month to the F.O.P. Ohio Labor Council, Inc. at 222 East Town Street, Columbus, Ohio 43215.

10.07 The Labor Council agrees to save the City and its officials harmless in the event of any legal controversy with regard to this Article.

ARTICLE 11
LABOR/MANAGEMENT MEETING

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

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

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

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

ARTICLE 12
SENIORITY

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

12.02 Seniority in the ranks of Sergeant and above shall be determined by date of appointment to the specific rank. If two (2) or more employees have the same date of appointment, the employee ranking highest on the promotional examination shall be the senior. Seniority in rank shall only be broken by reduction in rank for disciplinary reasons, resignation, discharge or retirement. An employee reduced in rank shall assume a position within the lower rank as determined by the entrance appointment date or promotional appointment date. An employee reduced in rank as the result of layoff shall be considered senior in the lower rank.

ARTICLE 13

JOB DESCRIPTION, RULES & REGULATIONS, PROCEDURES

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

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

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

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

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

ARTICLE 14
HOURS OF WORK

14.01 For the purposes of this Agreement, a regularly scheduled workweek shall be forty (40) hours.

14.02 Subject to the approval of the Chief of Police as provided below, Sergeants shall be permitted to bid on a preferred shift assignment, three (3) times per calendar year. Available shifts shall be posted by December 1st, March 1st, and July 1st of each calendar year. Sergeants shall submit a "Shift Bid/Days Off" form (Appendix H) by January 1st, April 1st, and August 1st of each calendar year indicating their shift and days off preference; failure to file Appendix H by January 1st, April 1st, and August 1st shall be deemed a waiver of this provision of the contract. Shifts and days off assignments pursuant to bid shall begin on February 1st, June 1st, and September 1st of each calendar year. Shifts and days off will be assigned based upon a Sergeant's

preference and based upon seniority as determined in accordance with Article 12 of this Agreement where there is a conflict in preference, unless the Chief of Police shall determine, in the interest of the efficient and effective operation of the Division, that valid reasons exist for assigning a Sergeant to a shift different than the stated preference. In such event, the Chief shall respond in writing to the bidding Sergeant setting forth his reasons for not following the stated bid preference.

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

14.04 Nothing contained in this Article 14, or anywhere else in this Agreement, shall prevent the Chief of Police from fulfilling his duties under Huron Codified Ordinance 145.02 in controlling the assignment of all police officers in the Division. In the event the Chief shall make a good faith determination that, for the effective and efficient operation of the Division, a Sergeant should not be assigned to the shift as bid, the Chief shall be free to assign such officer as he sees fit. In such event, the Chief shall respond in writing to the bidding Sergeant setting forth his reasons for not following the stated bid preference."

ARTICLE 15
COMPENSATION

15.01 WAGES

All Sergeants employed as of January 1, 2012, all shall be paid in accordance with Appendix "B" attached hereto and made a part hereof through the duration of this Agreement.

"Base Rate" shall be defined as the gross pay less all incremental adjustments resulting from training, education and longevity.

Each Sergeant shall progress from step to step of the wage scale upon his/her anniversary dates of employment in accordance with the example shown in Appendix B.

15.02 OVERTIME

a. All hours worked in any one day in excess of the regularly scheduled shift as determined by the Chief or forty (40) hours in one (1) week shall be paid at one and one-half (1-1/2) times the employee's regular rate as defined by the Fair Labor Standards Act.

Compensatory time off in lieu of payment for overtime shall continue to be governed by Administrative Order No. 160 dated February 5, 1993 and revised March 10, 2000, except that each member, during the terms of this Agreement, may accumulate up to forty (40) hours of compensatory time off. Any accumulation of compensatory time in excess of 40 hours shall be paid.

b. Whenever it is necessary to man a position which is vacant by reason of an emergency such as sickness, emergency leave, or other unscheduled absences, excluding compensatory time, holidays and vacations, notice of which occurs less than eight (8) hours prior to the need, the Police Chief or his designee shall have the option to first utilize part time to staff the position. It shall be within the discretion of the Police Chief to utilize overtime to staff the position.

Whenever it is determined that overtime is to be utilized, the City will select the employee to be called from a rotating list to be prepared, maintained and posted by the union.
Provided the City follows the order of the lists prepared by the union (that is, both the "Overtime List" and the "Order-In List") in calling overtime personnel, no grievance may be filed by any member concerning overtime.
The City may call more than one (1) member from the overtime list so that no member would work more than twelve (12) consecutive hours.

15.04 COURT TIME

A. A member directed to appear in any court or hearing in response to a subpoena or other writ commanding appearance in a criminal, quasi-criminal or civil case arising out of a duty- related incident and scheduled at a time not in conjunction with the member's regular duty time shall be compensated for a minimum of three (3) hours or the amount of time actually worked, whichever is greater, at the overtime rate. All fees received shall be returned to the City in accordance with established procedure.

b. Court time, when incurred by a member when on sick leave, shall be compensated and paid by the City at a three (3) hour minimum or for hours actually worked, whichever is greater, at the overtime rate within the first ten (10) work days a member is on sick leave and directed to appear in any court or hearing in response to subpoena or other writ commanding appearance in a criminal or quasi-criminal or civil case arising out of duty related incident. This court time compensation will be paid to all members regardless of their scheduled work shift prior to the sick leave use.

C. When a member is on sick leave for more than ten (10) work days, that member shall be paid at "straight time" rates for court appearances regardless of the shift the member was scheduled prior to sick leave use.

15.05 CALL BACK

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

15.06 PENSION PICKUP

Notwithstanding the foregoing provisions on member's compensation, the parties agree that:

A. The City shall reduce each member's gross compensation which is subject to and qualifies as compensation subject to contributions to the Ohio Police and Firemen's Disability and Pension Fund by ten percent (10%) and shall contribute to the Ohio Police and Firemen's Disability and Pension Fund in addition to the City's required employer contribution, the said ten percent (10%) reduction in lieu of payment by City of such amount to such member.

B. This treatment of compensation shall be mandatory as to each member.

C. The City shall, in reporting and making remittances to the Ohio Police and Firemen's Disability and Pension Fund, report that each member's contribution has been made as provided by statute.

D. The parties further agree that a member's contract salary for purposes of (1) determining the contribution base for contributions to the fund, and (2) determining any benefits which are determined by reference to the member's rate of pay, shall consist of (a) the member's cash salary as actually payable to the member in accordance with paragraph A hereunder, plus (b) the amount of contribution to the fund paid by the City in lieu of payment by the member pursuant to paragraph A above.

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

ARTICLE 16
EDUCATION/TRAINING INCENTIVE PROGRAM

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

16.02 EDUCATION INCENTIVE PROGRAM

A Sergeant becomes eligible for the entire range of incentive increments, which include 3 steps in the education field and several steps in the combined training.

A. **EDUCATION** – An annual lump sum payment equal to one percent (1%) increase over the officer's base pay for forty-eight (48) quarter hours toward an Associate's or Bachelor's Degree in Police Science/Criminal Justice or related field or for one-half (1/2) the necessary credits or hours toward an Associate's degree, whichever is greater.

B. An additional annual lump sum payment equal to one percent (1%) increase over the officer's base pay for an Associate's Degree in Police Science/Criminal Justice or related field or for 96 hours or one-half the necessary credits or hours toward a Bachelor's degree, whichever is greater.

C. An additional annual lump sum payment equal to one percent (1%) increase over the officer's base pay for a Bachelor's Degree or Police Science/Criminal Justice or related field.

A copy of degree and certified transcripts must be submitted to the Chief for evaluation to be eligible for this incentive step.

All credit hours shall be at an accredited college or university, and must be in the curriculum of a Police Science or Criminal Justice Program which culminate in a degree.

D. Should there be any questions on the acceptability of a course, or the credit hour equivalent for courses taken on a semester basis as opposed to quarter basis, or similar matters, the Registrar of Lorain Community College, or the Registrar of an accredited college or university having a Police Administration Program, shall be consulted and shall make said determination.

E. Education Incentive pay shall be paid in a lump sum in the first pay of December.

F. All members who have previously attained an incentive increment described above this Article will receive an amount not to exceed the value earned based on the base pay attained as of January 1, 2012. This schedule shall remain in effect for 2013 and 2014. The only increase in the incentive increment for all members who have previously attained payment pursuant to this article will occur if the member completes an additional education level.

G. All members current and future who have not received an education incentive as of the effective date of this agreement will earn education incentives in accordance with the following schedule:

$500.00 one time for the completion of an associate's degree
$1,000.00 one time for the completion of a bachelor degree

16.03 <u>EDUCATION ALTERNATIVE</u> –Members may elect to participate in the City's Education Assistance Program as set forth in the Administrative Order date March 10, 2000. To elect to participate in the Education Assistance Program, a member must notify the City in writing of such election by October 31st of each year for the coming year. A Sergeant may avail himself of both the "Education Incentive Program described in Article 16, paragraph 1, and this "Education Alternative" described in this Article 16, paragraph 2.

16.04 <u>TRAINING</u> - Each Sergeant who has completed the grade steps and who successfully completes forty (40) hours of training over and above the State of Ohio Mandated Training Per Year will receive a one percent (1%) salary increment in the first pay of December in the year following the year in which the training was completed. The one percent (1%) will be calculated on the base wage rate in effect during the year in which the training was completed. Any Sergeant retiring during the life of this Agreement and who otherwise qualifies for this training

bonus shall receive his training bonus for the year in which he retires prior to the end of his last year of service rather than in his next year's pay as with non-retiring Sergeants.

16.05 **LONGEVITY** - A member shall receive a longevity payment in accordance with the completion of the required years of service as hereinafter set forth. This payment shall be paid in an annual payment as part of the first payroll in December of each year, provided, however, that should an employee not have reached his anniversary date by the time of the close of said pay period, the payment shall be paid as part of the payroll during which the employee reaches his anniversary date.

	Sgt. C	Sgt. B	Sgt. A
Upon completion of 3 years service	$580	$608	$637
Upon completion of 8 years service	$1,160	$1,216	$1,274
Upon completion of 13 years service	$1,740	$1,824	$1,911
Upon completion of 18 years service	$2,320	$2,432	$2,548
Upon completion of 23 years service	$2,900	$3,040	$3,185

ARTICLE 17
UNIFORMS AND MAINTENANCE

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

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

17.03 Effective January 1 of each calendar year following completion of the member's original probationary period, a member shall be authorized to requisition for each calendar year during the term of this contract in uniforms and required equipment subject to procedures as promulgated by the City as follows:

2012	$ 900.00*	*Officers shall supply their SRT gear
2013	$ 950.00*	from these allowances.
2014	$ 1000.00*	

17.04 In addition, City shall replace the bullet resistant vest of each member as each vest becomes five (5) years of age. The vest shall be of the officer's choosing up to a maximum cost of Six Hundred Dollars ($600.00). Vests that are issued to the SRT Officers shall also be

replaced when they become over five (5) years old. On termination of employment for whatever reason, the City may request and shall receive uniforms and equipment equal to its original issue.

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

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

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

ARTICLE 18
TRAVEL EXPENSES, MILEAGE ALLOWANCE

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

ARTICLE 19
VACATIONS

19.01 The City shall provide vacation with full base pay in accordance with the schedule listed below.

Years of Service	Annual Accumulation
After 1 Year	2 Week
After 7 Years	3 Weeks
After 13 Years	4 Weeks
After 20 Years	5 Weeks
After 26 Years	6 Weeks

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

ARTICLE 20
HOLIDAYS

20.01 The City shall continue to grant paid holidays in accordance with Codified Ordinance 163.04 as in effect on January 1, 1991. The date of a given holiday shall be the actual date of the holiday and not the date the holiday is observed by the City.

20.02 The holidays are as follows:
New Years Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, The Friday after Thanksgiving Day, Christmas Day. In addition, there shall be three (3) one-half day paid holidays as follows: One-half day on the day before Christmas, one-half day before New Years Day, and one-half day on Good Friday afternoon.

20.03 In addition to the paid holidays set forth in Codified Ordinance 163.04, each member shall be entitled to two (2) extra days off with pay each calendar year. Such extra days shall be the choice of the member subject to the approval of the department head.

20.04 Employees shall be paid for eight (8) hours at their straight time hourly rate for each of the holidays listed above when no work is performed on such holidays. Employees working holidays will be paid one and one-half (11/2) 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 shall have the option of being compensated at a regular straight time hourly rate in the first pay period of December as outlined below; or, employees may elect to take holiday pay in the form of a day off for each holiday listed above. All elections shall be made in writing to the city manager no later than November 1 in the preceding year. Should an employee fail to notify the city manager of his or her election, the city will automatically determine that the employee will be compensated as outlined below and will not afford holiday hours for time off to the employee.

For the purposes of this Agreement, all elections for the 2012 calendar year shall be made no later than March 1, 2012. All carryover hours recorded as of January 1, 2012 shall be distributed in the same manner as the employee's designated election for the 2012 holiday hours.

Any employee electing to utilize holiday time in the form of time off shall be compensated for no more than forty hours of unused holiday time in the first pay period of January in the following year. At no time will unused holiday time be carried over to be used as paid time off in the following year.

An employee on vacation or approved sick leave status on the specified holiday will be charged with eight (8) hours vacation or paid leave time and will be paid for the holiday in addition.

Holiday hours not worked will not be recorded or charged.

In order to be eligible for holiday pay the employee must work the last regularly schedule shift immediately preceding the holiday and the first regularly scheduled shift that immediately

follows the holiday unless the employee has an excused absence. For purposes of this section, excused absence shall be defined as funeral leave as provided in the Agreement, illness which is verified by a physician's certificate, approved vacation leave, and personal day as provided in this Agreement. The employee must be on the active payroll during the week in which the holiday falls.

Payment for all holidays outlined above shall be made to an employee at his regular straight time hourly rate in a lump sum draft in one separate check on the normal pay day in the first pay period of December of each year. An employee shall not be entitled to any interest which may accrue on such deferred holiday pay.

An employee who leaves employment with the Employer prior to December of each year other than for reasons outlined in this article shall receive payment in a lump sum and in a separate check for all earned but not deferred holiday pay which he has accrued as of the date of his separation. Such employee shall not be entitled to interest which may accrue on such deferred holiday pay.

An employee shall not be entitled to any holiday pay as provided in this Article during the period he is on an approved leave of absence, or during a period in which he is on layoff.

Holiday hours begin at 0800 on the date of the holiday until 0800 on the day following the holiday.

ARTICLE 21
SCHEDULING TIME OFF

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

21.02 Members making written request to the Chief or his designee for use of five (5) or more consecutive days off must give at least thirty (30) days notice.

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

21.04 In the event two members of the Police Division request the same starting date for scheduled time off, preference shall be given to the employee making their request first. In the

event the dates are the same, rank seniority, then division seniority shall be the determining factor with the request of the ranking member recognized.

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

ARTICLE 22
SICK LEAVE

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

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

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

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

22.05 As of January 1, 2002, a member who retires from service with the City may request and shall be paid an amount equal to one (1) day's compensation, at his current salary, for every one (1) day sick leave accumulated as of the date of the retirement but not to exceed an amount equal to his salary or wage for one thousand seven hundred fifty (1,750) hours in accordance with Codified Ordinance 163.02 (c.) as in effect January 1, 1991. If an employees dies while still employed within the bargaining unit, the City shall pay to his designated beneficiary the employee's accumulated, but unused sick time up to a maximum of one thousand seven hundred

fifty (1750) hours Should there be no designated beneficiary or should the designated beneficiary and all alternate designated beneficiaries fail to survive the employee, said accumulated sick leave shall be paid to the employee's surviving spouse, if any, or, if none, to his/her estate.

22.06 A member who has a minimum of 1,000 hours accumulated sick leave and who does not use sick leave in a three month period beginning with the last sick day used (a "month" consisting of 30 days) may request, by the last working day of January of any calendar year on the form provided in Appendix "D" and shall be granted the right to convert thirty (30) hours sick leave to ten (10) hours personal time per three month period. A member shall not convert or accumulate in excess of forty- (40) hour's personal time on any calendar year.

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

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

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

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

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

22.12 Effective January 1, 2012, all sick leave hours shall be frozen, for those employees employed on December 31, 2011 at the hourly rate in effect on December 31, 2011. The frozen hours shall be multiplied by the 12/31/11 hourly rate to arrive at the amount of payout to which the employee is eligible for accumulated sick leave. The employees will continue to accrue sick leave without maximum accrual for the remainder of their tenure with the city. 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, 2011, whichever is greater. These two plans are

mutually exclusive and any employee employed as of December 31, 2011 may accept one of the two alternatives upon retirement or his beneficiary upon death in office. Employees hired after January 1, 2012 shall be paid sick leave payout upon retirement on the basis of one (1) day for each accrued three (3) days up to a maximum of 480 hours at the employees current hourly rate.

ARTICLE 23
SAFETY AND HEALTH

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

23.02 The FOP will designate one member of the Division of Police to be part of the City of Huron Health & Safety Committee.

ARTICLE 24
JOB RELATED INJURY LEAVE

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

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

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

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

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

ARTICLE 25
LEAVE FOR FAMILY DEATH

25.01 The City shall continue to grant leave for a death in the family in accordance with Codified Ordinance 163.03 as in effect on August 25, 2000; provided, however, the City agrees to amend Section 163.03 to provide for four (4) days bereavement leave when dealing with the death of "immediate family members" as defined in such section. Upon request, a sergeant may be granted additional leave of absence, deducted from accumulated sick leave, when in the opinion of the responsible Department head sick leave is in the best interest of both parties.

25.02 In addition to the family members set forth in Codified Ordinance 163.03, leave shall also be granted for the death of a step-son, step-daughter, step-brother, step-sister, step-mother, step-father, half-brother, half-sister, grandparents, mother-in-law and father-in-law, which shall not be chargeable against sick leave.

ARTICLE 26
EMERGENCY LEAVE

26.01 If a serious or unexpected emergency occurs to a member's spouse or children, or a member of the immediate family in his household, the employee shall be allowed to leave his duties for a maximum of three (3) days, upon approval of the department head.

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

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

ARTICLE 27
JURY DUTY

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

ARTICLE 28
MILITARY TRAINING LEAVE

28.01 The City shall continue to grant a leave of absence for military training in accordance with Codified Ordinance 163.09 as in effect on April 22, 2002.

ARTICLE 29
MATERNITY LEAVE

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

29.02 The City and the employees covered by the collective bargaining agreement are subject to the terms of the Family and Medical Leave Act. The conditions under which Family and Medical Leave is granted shall be in accordance with federal law and regulations.

ARTICLE 30
WEATHER EMERGENCIES

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

ARTICLE 31
HEALTH AND LIFE INSURANCE PLAN

31.01 The City shall provide each member and his legal dependents with the same or substantially similar health insurance coverage to that described in Appendix "F" attached hereto and made a part hereof; provided, however, the City shall retain the right to make administrative or procedural changes which it determines are economically sound.

31.02 In the event the City proposes to change the plan as described in "Appendix F", it shall bring such proposed changes to a labor/management meeting at least forty-five (45) days prior to the proposed effective date of said changes.

31.03 The member's share shall be paid through payroll deduction, which deduction is hereby specifically authorized. Employee contributions for single plan coverage shall be $55.00 per month for the term of this agreement and the employee contributions for family plan (employee plus spouse only) coverage shall be $65.00 per month for the term of this agreement. Family Plus (family participants with dependent children) will be responsible for an additional $10.00 per child. These rates shall go into effect on June 1, 2012.

For example, an employee with a spouse and two children will be charged $85.00 per month ($65.00 + $10.00 + $10.00 = $85.00)

31.04 Employees that have health insurance available other than their coverage provided for the City as the primary health insurance provider, may opt out of the City's health insurance (e.g. to go on spouse's plan) and will receive a $4,000.00 per year payment from the City, in 2 equal quarterly payments.

ARTICLE 32
SPECIAL ASSIGNMENT

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

ARTICLE 33
LIFE INSURANCE

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

ARTICLE 34
INSURANCE

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

34.02 AUTO LIABILITY
Further, the City shall continue to provide insurance or provide competent legal counsel to each member named as a defendant in a civil action resulting from the operation of a Division of Police vehicle while in performance of police duties and responsibilities and shall indemnify the

member to no less than the minimum limits of motor vehicle liability as set forth in the Ohio Revised Code.

ARTICLE 35
SURETY BONDS REQUIRED

35.01 The City shall continue to furnish a corporate surety bond for each Union member in accordance with Codified Ordinance 163.01 as in effect on January 1, 1988.

ARTICLE 36
UNION MEETINGS

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

ARTICLE 37
BULLETIN BOARD

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

1. Recreational and social events.
2. Elections and election results.
3. General membership and business meetings.
4. Business of interest to employees.

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

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

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

SECTION 38
PERSONNEL FILES

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

1. The address of the actual personal residence of a peace officer, except for the state or political subdivision in which the peace officer resides;
2. Information compiled from referral to or participation in an employee assistance program;
3. The social security number, the residential telephone number, any bank account, debit card, charge card, or credit card number, or the emergency telephone number of, or any medical information pertaining to, a peace officer;
4. The name of any beneficiary of employment benefits, including, but not limited to, life insurance benefits, provided to a peace officer by the peace officer's employer;
5. The identity and amount of any charitable or employment benefit deduction made by the peace officer's Employer from the peace officer's compensation unless the amount of the deduction is required by state or federal law;
6. The name, the residential address, the name of the Employer, the address of the Employer, the social security number, the residential telephone number, any bank account, debit card, charge card, or credit card number, or the emergency telephone number of the spouse, a former spouse, or any child of a peace officer ;
7. A photograph of a peace officer who holds a position or has an assignment that may include undercover or plain clothes positions or assignments as determined by the peace officer's appointing authority.

The employee may be given advance written notice of an oral or written request to view his personnel file.

38.02 A member will be allowed to review his personnel file at any reasonable time upon request to the Chief of Police and in the presence of the Chief or his designee. The employee shall be permitted to copy any documents contained in his personnel file.

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

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

38.05 Except as otherwise set forth in Article 38, upon written request of the employee, oral and written reprimands will be removed from the employee's active personnel file after twenty-four

(24) months, provided there are no same or similar disciplinary actions during such period of time. Records of oral or written reprimands thus removed from an employee's active personnel file will be presented for destruction at the first meeting of the City's Records Commission occurring after removal from the active file. Except as otherwise set forth in Article 38, upon written request of the employee, records of a suspension shall be removed from the employee's active personnel file after sixty (60) months, provided there are no same or similar disciplinary actions during such period of time. Records of suspensions shall be retained in the employee's inactive personnel file. Records of suspensions thus retained in the employee's inactive personnel file shall not be used for progressive discipline purposes, but shall be available for review and consideration by the City Manager when considering promotions.

ARTICLE 39
DISCIPLINE

39.01 All disciplinary actions shall be for just cause, and in accordance with Codified Ordinance 161.10 as in effect on January 1, 1988, and in accordance with the division rules and regulations and procedures referred to in Article 13 of this Agreement.

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

ARTICLE 40
GRIEVANCE PROCEDURE

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

40.02 The following matters shall constitute a "grievance": an allegation by a member that there is or has been (1) a breach, misinterpretation or improper application of this Agreement; (2) abnormally dangerous or abnormally unhealthy working conditions; (3) disciplinary action administered in accordance with Article 39 hereof. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters controlled by City Charter, or the Constitutions of the State of Ohio or the United States of America. No grievance may be initiated based on allegations regarding events which occur at a time other than the contract period of this Agreement.

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

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

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

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

1. aggrieved employee's name and signature
2. aggrieved employee's classification
3. date grievance was first discussed
4. date grievance was filed in writing
5. name of supervisor with whom grievance was discussed
6. date and time grievance occurred
7. where grievance occurred
8. description of incident giving rise to the grievance
9. Articles and Sections of Agreement violated
10. resolution requested

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

1. a decision
2. facts upon which the decision is made
3. remedial action taken or recommended
4. signature of the superior

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

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

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

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

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

40.13 PROCEDURAL STEPS

STEP 1. INFORMAL STEP:

As a preliminary step, prior to pursuing the formal steps of the grievance procedure should a conflict arise between the City and a member related to the issues of this Agreement, the member shall, within twenty-one (21) days of the time an alleged incident occurs, discuss the matter with his immediate superior. It shall be the intent of the City and the Union to resolve such conflicts prior to the issue escalating into the formal grievance procedure set forth below.

STEP 2. IMMEDIATE SUPERVISOR:

If the employee and the immediate supervisor are unable to resolve the alleged grievance in the Informal Step, the employee may process the grievance to Step 2 of this procedure. The grievant will present the alleged grievance, in writing, within seven (7) days following the Immediate Supervisor's oral response, using the form jointly developed by the parties (see Appendix "G"). It shall be the responsibility of the Immediate Supervisor to investigate and provide written answers to the grievant within seven (7) days following the day on which the immediate supervisor was presented the written grievance.

STEP 3. CHIEF OF POLICE:

If the employee and the Immediate Supervisor are unable to resolve the grievance at Step 2, the employee may process the grievance at Step 3 of the procedure. The grievant must present the written alleged grievance which may contain additional relevant information to the Chief of Police within seven (7) calendar days following the reply at Step 2. It shall be the responsibility of the Chief to investigate and provide written answers to the grievant within seven (7) calendar days following the day on which the Chief was presented the Grievance.

STEP 4. CITY MANAGER:

The union member may appeal the grievance to the City Manager within seven (7) calendar days after receiving the Step 3 reply. The City Manager shall attempt to adjust the matter and shall respond to the grievant with a written answer within fifteen (15) calendar days, following the meeting.

STEP 5. BINDING ARBITRATION:

A. If the grievance is not resolved at Step 4, the Union or the City may, within fifteen (15) calendar days, appeal to arbitration by serving notice of intent on the other party.

B. Within ten (10) calendar days of receipt of intent to file under arbitration, the City and the Union shall by joint letter, solicit nominations of five (5) arbitrators to hear the case from the Federal Mediation and Conciliation Service or others as may be mutually agreed.

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

D. The parties may be represented by representatives or legal counsel and necessary witnesses and/or documents may be subpoenaed at the arbitrator's hearing. The arbitrator shall reduce his decision to writing and state his reasons for reaching the decision.

E. The cost of the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and rent, if any, for the hearing rooms, shall be borne equally by the parties. The expenses on any non-employee witness shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcript. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during his/her normally scheduled working hours on the day of the hearing.

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

ARTICLE 41
COPIES OF AGREEMENT

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

ARTICLE 42
DURATION

42.02 This Agreement shall become effective and retroactive to January 1, 2012 and shall terminate on December 31, 2014.

ARTICLE 43

ALCOHOL/DRUG ABUSE POLICY

43.01 PURPOSE:

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

43.02 POLICY STATEMENT:

A. No employee shall possess or use any controlled substances, narcotics, or hallucinogens except when prescribed in the treatment of employee by a physician or dentist. When a controlled substance, narcotics, or hallucinogens are prescribed, employees shall notify their immediate supervisor and show written confirmation from the attending physician.

B. No employee shall store or bring into any City facility or vehicle, any alcoholic beverages, controlled substances, narcotics, or hallucinogens, except those which are held as evidence.

C. No employee shall consume intoxicating beverages while in uniform or on duty except in the performance of duty, and while acting under specific orders from the Chief of Police.

D. No employee shall appear for duty, or be on duty, if any of the following apply.
   1. the employee is under the influence of alcohol, a drug of abuse, or alcohol and any drug(s) of abuse;
   2. the employee has a concentration of two-hundredths of one percent (0.02%) or more by weight of alcohol in the blood;
   3. the employee has a concentration of two-hundredths (0.02) of one gram or more by weight of alcohol per 210 liters of his breath.

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

43.03 PROCEDURES:

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

A. Any employee who has reasonable suspicion of employee substance abuse will immediately relieve the involved employee from his or her duties and will immediately notify the Chief or his designee of the reason he suspects substance abuse. The Chief or designee will determine whether sufficient suspicion exits to warrant testing.

B. If the Chief or designee determines there is sufficient reasonable suspicion to believe there is a violation, the involved employee will be transported to Firelands Regional Medical Center by the employee's supervisor for testing. If the parties have not previously agreed otherwise in writing, the Medical Provider shall be Firelands Regional Medical Center.

C. The involved employee will be required to submit to a test of their blood, breath or urine as selected by the Chief or his designee.

D. The involved employee will be suspended with pay until such time as analysis is completed. If the analysis is returned with no drugs being found, the employee shall be reinstated and all records of the suspension and testing shall be purged from the employee's personnel record.

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

43.04 SCREENING PROCESS:

A. The sample collection, testing methodology, and screening standards for drugs of abuse will be a routine 8 - panel screen, which is performed with chain of custody procedures. An automatic confirmation process is to be included with this screen; i.e., the specimen has been through two rounds of testing. The first screening is via the immuno-assay method and then any positive screen is confirmed via gas chromatography/mass spectroscopy (GC/MS).

B. The sample collection, testing methodology, and screening standards for alcohol will be done in accordance with established standards acceptable to the Ohio Department of Health as if the sample was collected and processed for a driving under the influence violation. Chain of custody procedures will be maintained.

43.05 DISCIPLINARY ACTION:

A. Failure to comply with the policy as it applies to the misuse of alcohol will result in disciplinary actions as follows:

1. **First offense:** the employee will be suspended for three (3) working days without pay.
2. **Second Offense:** The employee will be suspended for ten (10) working days without pay. An employee assistance program (EAP) will be mandatory for the involved employee to be paid for as provided for in existing health care benefits. Accrued sick time may be used for EAP. No sick time may be used toward the suspension.
3. **Third Offense:** The employee will be terminated immediately.

B. Failure to comply with the policy as it applies to the misuse of drugs of abuse will result in disciplinary actions as follow:

1. **First Offense:** The employee will be suspended for ten (10) working days without pay. An employee assistance program will be mandatory for the involved employee to be paid for as provided for in existing health care benefits. Accrued sick time may be used for EAP. No sick time may be used toward the suspension.
2. **Second Offense:** The employee will be terminated immediately.

C. Voluntary entry into an employee assistance program is not grounds for disciplinary action outside a violation of this policy.

D. The failure by an employee to attend a mandatory employee assistance program will result in termination.

E. An employee who has successfully completed the employee assistance program as part of disciplinary action resulting from an alcohol related offense may have his/her records

expunged of the incident providing there is no related offense within a five (5) year period. There is no provision for an expungement of a drug related offense.

F. An employee who refuses to submit to the requested test or tests shall be considered to have tested positive and disciplinary action will be administered in accordance with standards established here in.

ARTICLE 44
EXTRA DUTY EVENTS

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

SIGNATURE PAGE

CITY OF HURON, OHIO

Andrew D. White, City Manager

Laura E. Alkire, City Law Director

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

Chuck Choate, FOP/OLC

Sgt. Terry Graham

Dated: 3-13-12

APPENDIX A

AUTHORIZATION FOR (FAIR SHARE FEE/DUES) DEDUCTION
FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.
222 EAST TOWN STREET, COLUMBUS, OHIO 43215

I, the undersigned, hereby authorize the City of Huron (Employer) to check off and deduct from my payroll, an amount equal to dues, to be remitted directly to the F.O.P. Ohio labor Council, Inc.

(Please Print)

Place of Employment: _____
Name of Employee: _____
Home Address: _____
City: _____ Zip Code: _____
Phone: _____
Classification: _____
Department: _____

Signature: _____ Date: _____

APPENDIX B
HOURLY RATES OF PAY
COMPENSATION SCHEDULE FOR SERGEANTS

Sergeants	2012 (0%)	2013 (0%)	2014 (0%)
A	30.96	31.26	31.57
B	29.56	29.85	30.14
C	28.18	28.46	28.74

Example:

A Sergeant, being paid at Step B as of 12-31-11 would move to Step B of the new wage scale for 2012 and would move to Step A on his anniversary date of employment.

APPENDIX C

Huron Police Department / General Request

Print Date/Time:
Employee Unit #:
Requesting Select One:
Start Date: Start Time:
End Date: End Time:
Comments:

Approved

Employee Signature:_____ **Disapproved**
Returned By: _____
Returned Date: _____

_____**Cut**
Here_____

Huron Police Department / General Request

Print Date/Time:
Employee Unit #:
Requesting Select One:
Start Date: Start Time:
End Date: End Time:
Comments:

Approved

Employee Signature:_____ **Disapproved**
Returned By: _____
Returned Date: _____

APPENDIX D
CITY OF HURON
DEPARTMENT OF FINANCE
SICK LEAVE CONVERSION FORM

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

Signed: _____ Date: _____

Approved by Finance:

_____ Date: _____

APPENDIX E
CITY OF HURON
DEPARTMENT OF FINANCE
SICK LEAVE COVERSION TO PAYMENT REQUEST

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

Signed: _____ Date: _____

Approved by Finance:

_____ Date: _____

APPENDIX F

WELLNESS

CITY OF HURON

Effective: January 1, 2009

		In-Network	Out-of-Network
Calendar Year Deductible:	**Individual**	$2,000.00	$2,000.00
	Family	$4,000.00	$4,000.00

Plan Coshare Percentage 2X's Family	80% of first $10,000.00 then 100% for balance of calendar year	60% of 1st $10,000.00 then 100% for balance of calendar year

Hospital Charges: Inpatient/Outpatient	80% Plan Coshare	60% Plan Coshare
Emergency Room	80% Plan Coshare	80% Plan Coshare
Physician Charges	80% Plan Coshare	80% of Target Prices
Office Visit	80% Plan Coshare	80% of Target Prices
Well Care –*Provider Services* - *Office Visit*	100% Plan Coshare Deductible Waived 100% Plan Coshare	100% of Target Prices 100% of Target Prices
Other Covered Expenses *Example: supplies, lab & X-ray* *Durable Medical Equipment, injections, etc.*	80% Plan Coshare	80% of Target Prices
Prescription Drug Card *(Network provider is Caremark* *Mail Order is 2X Retail)*	$40.00 Non-Preferred $20.00 Preferred $10.00 Generic	60% Plan Coshare All Deductibles apply

Mental & Nervous, Alcohol & Drug Disorders:			
(All Deductibles apply)	***Inpatient:***	80% for 30 days per calendar year	60% for 30 days per calendar year
	Outpatient:	80% for 50 visits per calendar year	60% for 50 visits per calendar year
Lifetime Maximum for Substance Abuse Disorders:			**$15,000.00**
Increased Coshare (100% reimbursement) does not apply to substance abuse disorders.			

- Second Surgical Opinion requested by BAC, Hospice, Centers of Excellence, and Pre-Admission Testing recommended by BAC, and Optional Benefits are paid at 100% of covered expenses.
- Deductible waived for maternity Care (if treatment begins within 1st trimester).
- Lifetime Maximum for all benefits paid under this plan is $2,000,000.00.

Out-of-area Benefits will be the paid the same as in-network except:

1. Physicians office visits, and emergency room visits (if applicable), are subject to the calendar year Deductible and Plan Coshare;
2. The annual Benefits for mental & nervous, alcohol & drug disorders is limited to 30 days inpatient and 50 visits outpatient.

Target Prices – are used as the maximum allowable payment for out-of-Network (non-participating) providers. The target Price fee schedule Applies to a provider procedure codes (called CPT-4's) and will cover mo Charges made by a physician. The Target fee schedule is 115% of the Medicare reimbursement rate, which means that reimbursement is set at 15% more under this Plan than is paid for providing the same service to a Medicare patient. Any provider charge in excess of the Target Price will Not be a covered expense under the terms of this Plan and will be the Responsibility of the Covered Person.

If you choose to see an out-of-network Physician, you should ask prior to Treatment if he or she will accept Target Price (115% of the Medicare Reimbursement) as payment-in-full. If not, you will be responsible for pay the balance of the charges.

Out-of-network provider charges that are not based on CPT-4 codes,

When Target Prices Are not available, Out-of-network Benefits Will be paid according To the following schedule

Percent Paid In-Network	Percent Paid Out-of-Network
100	80
90	70

Which include most Hospitals and other facilities, will be paid at the in-Network Coshare percentage minus twenty (20) percentage points (see Table at right).	**80**	**60**

APPENDIX F 1

WELLNESS PROGRAM

CITY OF HURON

Effective: January 1, 2009

Wellness Rewards
Earn Up to $2,000 Single or $4,000 Family in a Health Reimbursement Account

Each employee and spouse will need to complete a Personal Health Risk Assessment and Screenings to qualify.

The employee will receive a deposit in his/her Health Reimbursement Account for each screening where the Target is reached. Both the employee and the spouse must hit the Target to receive the reward. If no spouse is covered the family reward will be based on the employee screening.

Screenings

Cholesterol

Target = Cholesterol (LDL) under 130
Reward = $450 single or $900 Family
According to the National Heart, Lung, and Blood Institute, your LDL cholesterol level is a better indicator of your risk for a heart attack and stroke than total cholesterol. LDL is sometimes referred to as "bad" cholesterol because elevated levels of LDL correlate with coronary heart disease.

Glucose

Target = Glucose Under 110
Reward = $450 single or $900 Family
This test is used to evaluate blood glucose levels. It may be used to diagnose or screen for diabetes and to monitor patients who have diabetes. Diabetes is a very common disease, affecting about 2% of the general population. Diabetes results from an insulin deficiency or insulin insensitivity.

Blood Pressure

Target = Systolic between 100 – 140
Diastolic between 60 – 90
Reward = $450 single or $900 Family
Blood pressure is a measurement of the force applied to the walls of the arteries as the heart pumps blood through the body. The pressure is determined by the force and amount of blood pumped, and the size and flexibility of the arteries. Most people cannot sense if their blood pressure is high (hypertension) because these are usually no symptoms. High blood pressure increases the risk of heart failure, heart attack, stroke, and kidney failure.

For people who have high blood pressure, this test is a way of monitoring the effectiveness of medications and dietary modifications.

Tobacco/Nicotine

Target = None

Reward = $450 single or $900 Family

Smokers and people who use tobacco products have an increased risk of lung cancer, lung disease, heart attack, heart disease, hypertension, stroke, oral cancer, bladder cancer, pancreatic cancer, cervical cancer, pregnancy complications, low birth weight babies, early menopause, lower estrogen level for women, and facial wrinkles.

Completion of Personal Health Risk Assessment

Target = Complete the Assessment

Reward = $200 single or $400 Family

The Personal Risk Assessment is designed to provide information regarding your overall health status and risk factors.

Earn Back Rewards for Screenings where the Targets were missed:

Each individual can earn back the lost rewards by working with the BAC nurses. Measurable goals will be developed for each participant to help the individual work toward hitting the target(s). For each quarter of compliance, the individual will receive 25% of the missed reward.

Use of Credits

These rewards will be used only on claims dollars applied to the deductible. BAC will issue a check to the participant either via paper or direct deposit (employee's choice). The money will be paid to the participant. It is the participant's responsibility to pay the provider any monies owed.

Procedure to Obtain Credits

Go to Firelands Corporate Health for Wellness Tests

Both you and your spouse will need to go to Firelands Corporate Health and have a simple blood test. **You must "Fast" for at least 9 – 12 hours prior to the test. This means no food or drink, except water.** The following tests will be done:

- Total Cholesterol (TC)
- "Good" Cholesterol (HDL)
- Triglyceride Level (TRG)
- "Bad" Cholesterol (LDL)
- Glucose (GLU)
- Height
- Weight
- Waist Girth
- Blood Pressure

Firelands Corporate Health will provide the results to BAC. BAC will enter these results into the Personal Health Risk Assessment in WorldDoc.

Complete a Personal Health Risk Assessment Online

Both you and your spouse need to complete a health risk assessment. This can be found on the BAC web site in WorldDoc. Each individual must have a separate login. To access WorldDoc Online:

- Visit BAC's web site at www.bactpa.com, then select the "Participant" option located under our "members Area"
- If this is your first time logging in, click on "First Time Users" and follow the prompts to establish your secure login. If you already have a login, simply login.
- Once you have logged in, select "WorldDoc" located in the left hand navigation column.
- Your personalized and secure version of WorldDoc.com will launch a new window.
- You will see 3 blocks – click on the one marked "Health Risk Assessment" and follow the instructions.

You need to complete all the questions except the results from the Firelands Wellness Tests which will be completed by BAC.

Once completed BAC will notify you of your results and Wellness Rewards.

ATTACHMENT 1 – GRIEVANCE FORM

FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL, INC.
222 EAST TOWN STREET
COLUMBUS, OH 43215-4611
(614) 224-5700
FAX (614) 224-5775
1-800-FOP-OLCI

O.L.C. Unit_____ Employer_____
O.L.C. Grievance No._____ Address_____
Phone No.( )_____

GRIEVANCE REPORT FORM

PLEASE PRINT OR TYPE

A copy of this form must be sent to the O.L.C. Office - IMMEDIATELY

Please have your Associate call your Staff Representative when

Name of Grievant_____ Badge No._____
Grievant address_____ Phone No. ( )_____
Classification_____ Assignment_____
Shift_____ Date of appointment_____
Immediate Supervisor at time of incident_____
O.L.C. Representative_____ Date and time_____
Grievance first discussed with_____ Date and time_____
Article and section number of contract violation_____
Statement of grievance (Give times, dates, who, what, when, where, why, and how):

_____
_____
_____
_____
_____

Remedy requested:

_____
_____

Grievant's signature_____ Date and time_____

STEP ONE
Received by_____ Date and time_____
Respondent Name and Title
Date of meeting_____ Time_____ Place_____
Step one response_____
_____
_____
_____
_____

_____ _____
Name and Title Date and Time
Received by_____ _____
Grievant Date and Time

ANSWER IS: Accepted _____ Rejected _____

STEP TWO if applicable

Received by _____ Date and time _____

Respondent Name and Title

Date of meeting _____ Time _____ Place _____

Step two response _____

_____

_____

_____

_____

_____ _____

Name and Title Date and Time

Received by _____ _____

Grievant Date and Time

ANSWER IS: Accepted _____ Rejected _____

STEP THREE if applicable

Received by _____ Date and time _____

Respondent Name and Title

Date of meeting _____ Time _____ Place _____

Step three response _____

_____

_____

_____

_____

_____ _____

Name and Title Date and Time

Received by _____ _____

Grievant Date and Time

ANSWER IS: Accepted _____ Rejected _____

STEP FOUR if applicable

Received by _____ Date and time _____

Respondent Name and Title

Date of meeting _____ Time _____ Place _____

Step four response _____

_____

_____

_____

_____

_____ _____

Name and Title Date and Time

Received by _____ _____

Grievant Date and Time

ANSWER IS: Accepted _____ Rejected _____

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

_____

Signature

APPENDIX H

HURON POLICE DIVISION

BID SHIFT FORM

Shift Bid Period: _____

Employee: _____

Classification: Sergeant Officer (circle one)

Number the shifts 1-4 by preference with #1 being first requested.

Day Shift (8A-4P): _____

Afternoon Shift (4P-12M): _____

Midnight Shift (12A-8A): _____

Relief Shift: _____

APPENDIX G

HURON POLICE DIVISION

HOLIDAY COMPENSATION ELECTION FORM

Employee Name: _____

Select one of the following designations for the distribution of holiday compensation in accordance with Article 20 of the collective bargaining agreement:

Holiday Time Off: _____

Holiday Cash Payment: _____

This designation shall be effective for the following year and is due to the city manager no later than November 1.