

**IN THE MATTER OF FACT-FINDING
BEFORE GREGORY J. LAVELLE, FACT-FINDER**

STATE EMPLOYMENT
RELATIONS BOARD

2009 JAN 26 A 9:29

**FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.**

**CASE NO. 08-MED-09-1021
(Sergeants)**

AND

**RECOMMENDATION OF THE
FACT-FINDER**

THE CITY OF HURON, OHIO

FOR THE EMPLOYEE ORGANIZATION:

**Dennis E. Sterling
Jane L. Dean
Gregory Bodkin
Terry Graham**

**Staff Representative
Dispatcher Representative
Sergeant Representative
Patrol Officer Representative**

FOR THE PUBLIC EMPLOYER

**Terry R. Griffith
Andrew White
Catherine Raney**

**Law Director
City Manager
Director of Finance**

January 24, 2009

DESCRIPTION OF THE UNIT AND BARGAINING HISTORY

The bargaining unit covered by this Fact-Finding Report consists of four (4) full-time employees of the City of Huron, Ohio Police Department in the rank/classification of Sergeant. This Fact-Finding bears SERB Case Number 08-MED-09-1021. This Fact-Finding Report relates to the collective bargaining agreement between the City of Huron, Ohio (hereinafter, the City) and the Fraternal Order of Police, Ohio Labor Council, Inc. (hereinafter, the F.O.P.) which will cover Sergeants. Patrol Officers and Dispatchers are covered under separate collective bargaining agreements between the F.O.P. and the City. The Sergeant and Patrol Officer Units were certified by SERB on October 25, 1985 and the Dispatcher Unit was certified by SERB on August 4, 1988. The prior collective bargaining agreement for each unit had a duration from January 1, 2006 through December 31, 2008. The parties negotiated in six (6) sessions between October 16, 2008 and December 23, 2008 and were unable to reach tentative agreement.

INTRODUCTION

Preliminary Matters:

The Fact-Finder was appointed on December 8, 2006. The parties thereafter mutually extended the period for negotiations and the issuance of the Fact-Finding Report. The Fact-Finding Hearing was held on January 16, 2009 with a Telephone Pre-Hearing Conference being held on January 15, 2007. Copies of the Collective bargaining agreement and the Position Statements of each party were timely received by the Fact-Finder as required under the Ohio Administrative Code. The parties were requested by the Fact-Finder to provide copies of tentatively agreed items, including sections from the collective bargaining agreements which the parties agreed would remain unchanged.

The Position Statements and representations of the parties confirmed that the following articles of the collective bargaining agreement were unchanged:

Article 1	Recognition – Sergeants
Article 2	Management Rights
Article 3	Prevailing Rights
Article 4	Grammar
Article 5	Severability
Article 6	Non-Discrimination
Article 7	No Strike/No Lockout
Article 8	Labor Council Activity
Article 9	Dues
Article 10	Fair Share Fee Deduction
Article 11	Labor/Management Meeting
Article 12	Seniority
Article 13	Job Description, Rules and Regulations
Article 18	Travel Expenses
Article 19	Vacations
Article 20	Holidays
Article 21	Scheduling Time Off
Article 23	Safety and Health
Article 24	Job Related Injury Leave
Article 25	Leave for Family Death
Article 26	Emergency Leave
Article 28	Military Training Leave
Article 30	Weather Emergencies
Article 32	Special Assignment
Article 33	Life Insurance
Article 34	Insurance
Article 35	Surety Bonds Required
Article 36	Union Meetings
Article 37	Bulletin Boards
Article 39	Discipline
Article 41	Copies of Agreement
Article 43	Drug and Alcohol Policy
Article 44	Extra Duty Events
Appendices A, C, D, E and G.	

The parties indicated in their Position Statements that there were open issues relative to the following articles/appendices:

Article 14	Hours of Work
Article 15	Compensation
Article 16	Education/Training Incentive Program
Article 17	Uniforms and Maintenance
Article 22	Sick Leave
Article 27	Jury Duty
Article 29	Maternity Leave and Medical Leave
Article 31	Health Insurance
Article 38	Personnel Files
Article 40	Grievance Procedure
Article 42	Duration
Appendix B	Wages
Appendix F	Wellness

In the Telephone Pre-Hearing Conference, the parties confirmed that the copy of the collective bargaining agreement submitted by the F.O.P. was the proper collective bargaining agreement. It was further confirmed and stipulated that there are no separate Letters of Understanding or other side agreements governing the collective bargaining relationship of the parties. The size of the unit as stated by the F.O.P. in its Position Statement was confirmed and stipulated to be correct and it was acknowledged that the parties had entered into an agreement to make the provisions of the new collective bargaining agreements retroactive to January 1, 2009.

The parties stipulated that the Fact-Finder was to issue a separate report for the Patrol Officers Unit on or about January 24, 2009 and that email copies were to be forwarded to the representatives of the parties in order to facilitate the consideration and ratification processes of the respective parties.

THE HEARING IN CHIEF

The Fact-Finding Hearing was conducted pursuant to the Ohio Collective Bargaining Law and the Regulations of the State Employment Relations Board on January 16, 2009 in the Municipal Building of the City of Huron. The parties were given full opportunity to present testimony and documentary evidence in support of their respective positions.

In making the recommendations in this report, consideration was given to the following criteria listed in Rule 4117-9-05(K) of the State Employment Relations Board:

- (1) Past collective bargaining agreements between the parties;
- (2) Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to the factors peculiar to the area and classification involved;
- (3) The interest and welfare of the public, the ability of the Public Employer to finance and administer the issues proposed and the effect of the adjustments on the normal standard of public service;
- (4) The lawful authority of the Public Employer;
- (5) The stipulations of the parties;
- (6) Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment

The parties presented evidence and argument, being represented in the hearing by the following individuals:

For the F.O.P.:

Dennis E. Sterling
Jane L. Dean
Gregory Bodkin
Terry Graham

Staff Representative
Dispatcher Representative
Sergeant Representative
Officer Representative

For the City:

Terry R. Griffith
Andrew White
Catherine Raney

Law Director
City Manager
Director of Finance

During the course of the Hearing, the City agreed with the F.O.P. proposal with respect to Article 14, Hours of Work and Shift Assignment and Article 17, Uniforms and Maintenance, the agreement regarding Uniforms and Maintenance being subject to the determination of the duration of the collective bargaining Agreement and the F.O.P. agreed to the City proposals regarding Article 38, Personnel Files. The parties also reached agreement with respect to language changes in Article 22, Section 22.04, Sick Leave, Article 27, Jury Duty and Article 40, Grievance Procedure, leaving the following issues for resolution by the Fact-Finder:

Article 15	Compensation
Article 16	Education/Training Incentive Program
Article 22	Sick Leave
Article 29	Maternity Leave and Medical Leave
Article 31	Health Insurance
Article 42	Duration
Appendix B	Wages
Appendix F	Wellness

DISCUSSION OF THE ISSUES

ARTICLE 15 COMPENSATION

INTRODUCTION

The parties presented three (3) issues relative to Article 15, Compensation. The first issue related to wage scales, the F.O.P. proposing wage increases of three percent (3%) in each year of the collective bargaining agreement while the City proposed

increases of one percent (1%), one and a half percent (1.5%) and two percent (2%) along with a two tiered wage structure. The second third issue related to Shift Differential, the F.O.P. proposing a shift differential of twenty cents (\$.20) per hour on the second shift (4 P.M. to Midnight) and thirty-five cents (\$.35) per hour on the third shift (Midnight to 8 A.M.) and that the shift differential be added to the base rate for the purposes of calculating overtime compensation. The City opposed the creation of a shift differential.

DISCUSSION OF THE WAGE SCALES ISSUE

POSITION OF THE F.O.P.

The F.O.P., in negotiations, had proposed wage increases of five percent (5%) in each year of the collective bargaining agreement. Upon entering Fact-Finding, the F.O.P. modified its demand to propose wage increases of three percent 3% in each year of the collective bargaining agreement. The F.O.P. opposes the creation of a two-tiered wage structure.

The F.O.P., in support of its position with respect to across-the-board wage increases, points to the existence of a pattern of wage increases in comparable collective bargaining agreements and to the bright economic outlook for the City as shown in a newspaper article. With respect to the City proposal to create a two-bargaining agreements. The F.O.P. expressed concerns regarding the quality of applicants who might be available if the starting rate were to be lowered, pointing out that there had a been a drastic reduction in applicants when the starting rate for the City lagged behind those of comparable communities.

POSITION OF THE CITY

The City has proposed annual wage increases of one percent (1.0%), one and one half percent (1.5%) and two percent (2.0%) and has proposed to reduce the number of steps in the wage scale from two (2) to one (1) for employees in the classification of Patrol Officer as of January 1, 2009. The City has also proposed a two-tiered wage schedule under which Patrol Officers hired on or after January 2, 2009 would be compensated under a separate wage structure containing a single level.

The City cited the current national economic crisis and the current and impending layoffs at International Automotive, a major employer within the City as the rationale for its proposal with respect to the wage scales. The City maintains that it will be able to hire qualified employees at the proposed starting rates because of its overall benefit package and the distressed state of the job market.

WAGE SCALES RECOMMENDATION

The determination of the wage issue in this matter, had it been made in early 2008, would have been a bit of a slam-dunk. Patterns of annual wage increases of three percent (3%) seem to have been well-established. The budget of the City would not have indicated any problem with meeting the costs of such a wage package. Even today, there is not a wealth of information which would lead to the conclusion that the City of Huron is in dire financial straits. Certain other facts, however, are undeniable. The national economy is in a recession as is the economy of the State of Ohio where State employees are being asked to take a five percent (5%) pay cut to help meet a multi-million dollar budget deficit. Many local governments are in deficit positions and would be expected to lay-off employees in the classifications represented by the F.O.P. in this case, leading to a

glut of employees who would be willing to accept employment at a significantly lower wage scale.

The present economic conditions might seem to encourage the creation of a two-tiered wage scale. Short-term “fixes”, such as the creation of two-tiered wage scales, and outsourcing, however, are the probable cause of the “fix” we are in where the economy has eliminated the purchasing power of the work-force which is its customer base. A two-tiered wage structure, moreover, can lead to dissention between newer and older employees. This is a significant factor in employment generally and even more so in safety forces where employees stake their very lives on their fellow officers. There is no indication, further, that a two-tiered wage structure exists among safety forces in the State of Ohio.

Generally, where employees’ jobs have not changed and where there is no indication that there is any inequity in compensation, the employees should retain the same economic position; that is, wage increases should match inflation such that the employee should have the same after-tax purchasing power each year. The inflation rate for the last quarter of 2008 was less than 2.0%. (October 3.66, November, 1.07, December .09, totaling $4.84/3 = 1.63\%$ (Bureau of Labor Statistics) Thus, a two percent (2%) increase should create the same after-tax purchasing power for employees. It should be noted also that employees receiving step increases and reaching their next longevity increment level will receive more than a two percent (2%) increase. Anticipating an economic upturn, inflation rates should increase such that a two and one half percent (2 1/2%) increase would be appropriate for 2010 and a three percent (3%) increase would be appropriate for 2011).

For the reasons stated above, a two-tiered wage structure, as proposed by the City, would be inappropriate. This does not mean, however, that the City can not receive during the term of this collective bargaining agreement the benefits of its proposal. Layoffs among safety forces in the area should provide qualified applicants at an even lower rate, especially in the City of Huron which enjoys a low crime rate, excellent schools, ready access to entertainment and leisure activities and an excellent overall reputation.

A lower new-hire step is recommended. The idea of a permanent two-tier wage scale, however, can not be recommended. The problem with a permanent two-tiered wage structure is that while an employer may be able to attract and hire applicants, it may have difficulty retaining those hired as second tiered employees since they do not have an adequate incentive to stay. A revolving door through which qualified applicants come and go is still a revolving door which leads to poor morale, inefficiency and additional costs.

It is recommended, therefore, that the modified wage scale be adopted, adding Step C at the bottom of the scale. Language relative to the proper operation of the wage scale and calculation of "Base Rate" is also recommended as shown below:

ARTICLE 15
Compensation

15.01

All Sergeants 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.

Effective January 1, 2009, 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.

APPENDIX B

<u>Sergeants</u>	<u>2009 (2%)</u>	<u>2010 (2.5%)</u>	<u>2011 (3%)</u>
A	29.04	29.76	30.66
B	27.72	28.41	29.27
C	26.44	27.10	27.91

The rates shown in the above grid do not include individual adjustments resulting from training, education and longevity.

Example:

A Sergeant, being paid at Step B as of 12-31-08 would move to Step B of the new wage scale for 2009 and would move to Step A on his anniversary date of employment.

DISCUSSION OF THE SHIFT DIFFERENTIAL ISSUE

POSITION OF THE F.O.P.

The F.O.P. has requested a shift differential of twenty cents (\$.20) per hour on the second shift (4 P.M. to Midnight) and thirty-five cents (\$.35) per hour on the third shift (Midnight to 8 A.M.) and that the shift differential be added to the base rate for the purposes of calculating overtime compensation. The F.O.P. points out that most comparable jurisdictions provide some form of shift differential and that some jurisdictions provide shift differential at a higher rate than that proposed for this bargaining unit. The F.O.P. argues that employees should be compensated for working less desirable shifts.

POSITION OF THE CITY

The City opposes the creation of a shift differential for economic reasons. The City further points out that the City had bought out the shift differential for this unit in a prior collective bargaining agreement.

SHIFT DIFFERENTIAL RECOMMENDATION

There is good reason to provide for shift differentials. As a general proposition, employees should receive greater compensation for less desirable work. The Law of Supply and Demand would also tend to indicate that a less desirable job would garner a higher wage. Comparables also indicate that the existence of a shift differential is prevalent. In this case, however, the proposal for a shift differential is not recommended for several reasons. The first reason is that employees have the opportunity to bid on and off of shifts. Senior employees are not involuntarily working a non-preferred shift. A second reason to decline to create a shift differential is the fact that the shift differential was bought out of prior contracts, albeit a fairly long time in the past.

The most pressing reason to decline to recommend a shift differential at this time is the consideration of the overall package. Creating a shift differential for the second and third shift would require a re-structuring of the total economic package, decreasing the amount available for first shift employees. The proposed shift differential would give second shift employees a first year increase of about three percent (3%) and third shift employees first year increase of about a three and three quarter percent (3.75). Such increases would have to be offset by lower general increases.

For the above reasons, the proposal of the F.O.P. for shift differentials must be rejected. The Fact-Finder recommends that no Shift Differential be created.

ARTICLE 16 EDUCATION/TRAINING INCENTIVE PROGRAM

INTRODUCTION

There were several language proposals of the parties under this Article. The F.O.P. proposed to correct a typographical error in Section 1, Education to change the word “or” to “in”. That proposal was accepted. The F.O.P. had proposed to add an increment for employees having attained a Masters Degree. That proposal was withdrawn and was not contained in the Position Statement of the F.O.P. The City proposed to limit the earning of educational credits to employees as of January 1, 2009. The City also proposed to correct what it perceived to be an error in the calculation of the Educational Incentive Pay (EIP) by inserting the word “one time” with respect to the payment of each of the three EIP increments. The final proposals under Article 16, Education Incentive Program are proposals relating to increments earned by employees based on years of service which is termed under the F.O.P. and expired collective bargaining agreement as “Experience” and under the City proposal “Longevity”. The proposal of the F.O. P. with respect to the earning and payment of said increments is that employees reaching the required years of service within a given calendar year are to be paid the increment whether or not they have reached that triggering anniversary date before the scheduled payout which is due under the language of the expired agreement in the first payroll in December. The City, with respect to the Experience/Longevity increments, did not accept the F.O.P. proposal. The City further proposed to correct what it perceived to be another mistake in calculations by inserting language that the longevity salary increments were also to be “one time” payments.

DISCUSSION OF THE EDUCATIONAL INCENTIVE PAY ISSUE

POSITION OF THE UNION

The F.O.P. has nor made any proposals to change the language relative to Educational Incentive pay (EIP) The F.O.P. maintains that the calculation of the EIP has been done correctly since the inception of the provision over twenty (20) years ago. The F.O.P. is opposed to limiting the earning of EIP to current employees.

POSITION OF THE CITY

The City maintains that the EIP has been improperly calculated, indicating that the EIP should be based on the employee's base rate at as of the date the particular increment was earned. The City also seeks to limit the payment of the EIP to current employees and only where the employee attains the increment with substantially continuous enrollment. The City also seeks to "freeze" the increments already earned.

EDUCATIONAL INCENTIVE PAY RECOMMENDATION

The first aspect of the City Proposal to be discussed is the "Two-Tiered" aspect of its proposal. The City seeks to limit (EIP) to existing employees, creating a two-tiered benefit structure. As indicated previously, a two-tiered wage structure for safety forces is felt by this Fact-Finder to be ill-advised in light of the fact of its divisive effect on members of the unit. Having a two-tiered educational credit program would result in a an additional permanent three percent (3%) disparity between existing Patrol Officers and Patrol Officers hired after January 1, 2009. In addition, placing no premium on education would tend to send the wrong message to employees and, perhaps, to the community. The overwhelming majority of comparable jurisdictions do provide educational

incentives for good reason. Generally, there is a “hidden benefit” to the employer in having well-educated police officers. Well educated police officers should be less likely to create liability issues for their employer. Obviously, one can not quantify the savings based on what did not happen, but that factor should be considered in deciding whether to eliminate an educational incentive. Considering all factors, the Fact-Finder recommends no change in the contract language relative to the EIP which would create a two-tiered benefit structure.

The next matter to be considered with respect to the EIP is the City proposal aimed at correcting what it perceives as a “mistake” in the calculation of the EIP whereby the incentive “creeps up” because of the annual increases in base pay. A productive question to ask before considering the proposal of the City is whether the past interpretation of the language of the EIP is correct. If it is correct, then the proposal of the City would amount to a takeaway of an existing benefit.

The City argues that the intent of the EIP was to provide an increase of one percent of the base pay at the rate in effect as of the date the increment was earned. Thus, under the City proposal, if a Patrol Officer who was at Step A had completed forty-eight (48) quarter hours toward an Associates Degree in 2006, completed his Associates Degree in 2007 and completed his Bachelors Degree in 2008, he would have permanent increments of \$ 469.29 (1% of \$ 46,929.00), \$ 481.02 (1% of \$ 48,102.00) and \$ 493.04 (1% of \$ 49,305.00), regardless of whether the employee advanced a step in the wage progression and regardless of whether the base rate went up or down. (See Appendix B, 2006-2008 Agreement)

The F.O.P. argued that had the parties intended that result, the language would have stated that the increment was to be calculated based on “ --- the officer’s base rate in effect at the time the increment was earned”. It is interesting to note that such language was utilized in the Training Pay Increment in the Dispatchers contract. The F.O.P. further argued that the language of the EIP has been consistently interpreted for over twenty (20) years.

Additional compensation for educational can be shown in collective bargaining agreements in various ways. In some contracts, such as in those for employees of boards of education or boards of mental retardation, the differentiation between the pay of a person holding a Master’s Degree and a person not holding a Master’s Degree may be indicated by treating the person holding the Masters Degree as being in a different classification. In such case, the value of the “increment” would “creep up” with the general wage increases applicable to the various classifications. Another way to indicate an educational differential would be to show the attainment of a degree as an additional “step” on the wage scale. Likewise, the value of the “increment” would “creep up” with the general wage increases. Generally, premiums which are stated in terms of percentages such as overtime and not set forth at finite dollar amounts do “creep up”.

The language of the collective bargaining agreement is more supportive of an interpretation that the calculation of the EIP is based on the then current base rate. At best, it could be argued that the language is “ambiguous”. Even if ambiguous, however, past practice is generally used to resolve ambiguities. In this case, a clear past practice has been established whereby the EIC has been calculated based on the then current base rate. A past practice is established where the practice is 1) unequivocal, 2) clearly

enunciated and acted upon, 3) readily ascertainable over a reasonable period of time as a fixed, established practice by both parties. Celanese Corporation of America, 24 L.A.

168. As further stated in How Arbitration Works at page 405:

Where practice has established a meaning for language contained in past contracts and continued by the parties in a new agreement, the language will be presumed to have the meaning given to it by that practice.

The proper interpretation of the language of the EIP is that as advocated by the F.O.P. There is no good reason to alter the language of the collective bargaining agreement or the interpretation of that language as it relates to the EIP. It is recommended that the language remain the same and that the below example be incorporated into the collective bargaining agreement setting forth that the incentive increments are added to the base rate.

Example:

Employee A with a Bachelors Degree on Step A of the Wage Scale would have his wages adjusted by 3% of \$ 29.04 in 2009, 3% of \$ 29.76 in 2010 and 3% of \$ 30.66 in 2011.

DISCUSSION OF THE EXPERIENCE/LONGEVITY PAY ISSUE

The F.O.P. and the City have made proposals relative to Experience/Longevity Pay. The City seeks to correct a perceived error in the manner in which the Experience/Longevity Increment (ELPI) is calculated. The F.O.P. seeks to have the ELPI paid in the calendar year in which it is earned, regardless of whether the employee has reached the requisite length of service prior to the date the increment is to be paid. These issues will be discussed separately as the "Calculation Issue" and the "Payment Issue".

CALCULATION ISSUE RECOMMENDATION

POSITION OF THE CITY

One claim of the City relative to the calculation of the ELPI is the same claim it raised relative to the EIP, the claim that the increment had been improperly calculated, allowing the amount of the increment to “creep up” with increases in the Base Rate. For the same reasons stated with respect to the EIP, the Fact-Finder has determined that the increment has been calculated correctly and rejects the proposed language to correct the perceived error. The position of the City with respect a perceived error in the calculation/payment of the ELPI, however, has another element beyond that raised with respect to the EIP. City Manager, Andrew D. White, seemed to have concerns about whether the ELPI should be paid in years other than the increment years; the third, eighth, thirteenth, and twenty-third years.

A careful reading of the provision indicates that the increments are also to be paid in the interim years, the employee receiving the third year increment in the fourth, fifth, sixth and seventh years, and the third year and additional eighth year increments in the ninth, tenth, eleventh and twelfth years and so on through the progression. The language refers to “permanent incremental increases”, rather than bonuses within given years and also states that the increments shall be paid in “annual payments as a part of the first payroll in December in “each year”.

Another way to get an understanding of the ELPI is to refer to other collective bargaining agreements having longevity increases expressed in their wage scales. Typically, contracts in the private sector have gradients in their wage scales expressed in terms of Years of Service, rather than “Steps”, as shown below

Years of Service	2009
0-1	7.00
1-2	8.00
3-7	9.00
8-12	10.00
13-17	11.00
18-22	12.00
23 or more	

When there is an across the board increase, the longevity increments “creep up” along with the wage scale. It is clear also that the “third year increment” continues to be paid in the fourth, fifth, sixth and seventh years. The ELPI has been properly calculated and properly paid. No change in language relative to the calculation of the ELPI is recommended.

PAYMENT ISSUE RECOMMENDATION

POSITION OF THE F.O.P.

The F.O.P. feels it unfair that employees having anniversary dates in late December fail to receive their longevity increment earned during the year if their anniversary date falls after the date the increment is paid. The F.O.P. has proposed that the increment be paid even regardless of whether the employee has reached his anniversary date and that if the employee does not reach his anniversary date that a prorated portion be returned.

POSITION OF THE CITY

The City appears the proposal of the F.O.P. in negotiations. At hearing, the City discussed alternatives to avoid what appeared to be a quirk in the system which produced unfair and unintended results. The City expressed a willingness to consider

having the ELPI paid regardless of the employee's anniversary date, provided that the entire increment be repaid should the employee fail to reach the anniversary date.

PAYMENT ISSUE RECOMMENDATION

Discussions were had at hearing concerning the timing of the payment of the ELPI. It appeared that because the payments were made as a part of the first payroll in December, employees whose anniversary dates fell between the payroll cutoff date for the first payroll in December and December 31st were being denied their additional increment which would become fully earned as of their anniversary date. A suggestion was made to have the payments made in January to be sure that there was no question whether the increment was earned. While that suggestion would help the budget of the City for 2009, employees, however, probably anticipate the receipt of the increment for the purpose of Christmas shopping.

The problem should be addressed since incongruous results do occur. Employees may be granted their earned increment in some years and denied their increment in others, because of where their anniversary date falls compared to the payroll closing date in the respective years. A possibility might be to have those earning the bonus later in the year being paid and then returning the increment should they fail to reach their anniversary date or returning a pro-rata portion of the increment as suggested by the F.O.P. There is nothing in the collective bargaining agreement to suggest that the increment is "accrued", such that a pro-rata return would be appropriate. The problem with a full return of the increment, however, is that there may be less in the final paycheck than the amount owed to the City.

The recommendation of the Fact-Finder, therefore is that the following language be added to the end Article 16, Part 4, Experience

provided, however, that should an employee not have reached his anniversary date by the time of the close of said pay period, the salary increment shall be paid as part of the payroll during which the employee reaches his anniversary date.

ARTICLE 17 UNIFORMS AND MAINTENANCE

POSITION OF THE F.O.P.

The F.O.P. points out there has not been an increase in the Uniform and Maintenance Allowance (UMA) in six (6) years and proposes that the UMA be increased to \$ 800.00 in 2009, \$ 850.00 in 2010 and \$ 900.00 in 2011.

POSITION OF THE CITY

The City has not opposed the increase in the UMA, but maintains that it is not willing to agree to third year increases in the UMA due to its position that it is proposing two (2) year duration to the collective bargaining agreement.

UNIFORM AND MAINTENANCE RECOMMENDATION

Since the only objection of the City to the F.O.P. UMA proposal relates to the third year of the agreement, the F.O.P. proposal is recommended, the issue related to the third year UMA increase being discussed in the recommendation regarding the duration article.

ARTICLE 22 SICK LEAVE

POSITION OF THE F.O.P.

The F.O.P. proposes no change in the sick leave article. The F.O.P. opposes the limitation on the retirement/death payout on sick leave indicating that such a change will not produce a savings to the City. The F.O.P. points out that of the seven (7) employees leaving employment since the expiration of the 2005 collective bargaining agreement, only two (2) left under circumstances entitling them to the payout of sick leave and that neither received the full sick leave payout. The F.O.P. pointed out that only one (1) employee within the bargaining units covered by the collective bargaining agreements covered by the F.O.P. has the age and service to be entitled to retire during the term of the proposed collective bargaining agreement. The F.O.P. further indicates that the limitation on the Sick Leave pay out proposed by the City might change the way employees utilize sick leave and produce a real increased cost to the City.

POSITION OF THE CITY

The City proposes to limit the payout of Sick Leave upon death or retirement to 480 hours, rather than the 1750 hours as stated in the current collective bargaining agreement. The City would provide a window until December 31, 2009 for employees to retire and be entitled to receive the maximum 1750 hours of sick leave. The City also proposes to change the manner in which the payout is made in the case of an employee's death, stating that the payout is to be made to the estate of the employee, rather than to the "named survivor" as stated under current language. The City cites budgetary considerations in making its proposal, contending that it must budget for the payout.

SICK LEAVE RECOMMENDATION

The rationale for the City to propose a limitation on Sick Leave payout relates to the claim that it needs to budget for such a payout. While budgeting for a full sick leave payout for an entire bargaining unit creates a quite substantial number, the reality of the situation is that there is only one (1) employee within the F.O. P. bargaining units who is eligible to retire and there is no allegation that the employee will actually retire or is even considering retirement. Even when budgeting for the retirement of an employee, one must take into account the savings to the City by the retirement.

Since retirement obviously saves money for the City, the question becomes, “Does the proposal create an incentive for the members of this bargaining unit to Retire?” With the loss to the value of individual investments and the slow job market, it is unlikely that the prospect of not losing some sick pay hours would be a strong incentive to give up a job providing a salary of over \$ 60,000.00 a year. The chance of losing the value of sick leave benefits may actually be a disincentive to retirement.

The limitation on sick leave payout also encourages a change in sick leave usage. Where an employee is in a “use it or lose it” situation, the employee is more likely to use it”. Even among the best of employees, if the option is to retire and get surgery on a knee or to get surgery on a knee and then retire, the latter option becomes more popular when the sick leave would only be paid out at 1/3 if the retirement comes first. In some cases, the choices made with respect to one-day absences tend to change in a “use it or lose it” situation, possibly leading to overtime.

While the “retirement incentive” aspect of the City proposal may make sense in some bargaining units or sectors of City employment, the proposal of the City does not

make sense for this particular bargaining unit. One must also consider the impact on the ratification process of a takeaway provision. The Fact-Finder recommends no change in the language of the collective bargaining agreement with respect to the amount of the sick leave payout on death or retirement.

The proposal of the City with respect to the sick leave payout payee does raise issues which should be addressed. The City proposal would have the sick leave payout made to the estate of the employee. Present language provides that the sick leave payout be made to the “employees named survivor”. The problem with the current language is that if the employee had not named a beneficiary or if the named beneficiary did not survive, a question would arise as to whom the payment should be made. The City proposal does provide some certainty as to the payee. In all cases, the estate would be paid. There are problems with the City proposal. The opening of an estate would cost the beneficiary money in attorney fees and court costs. Ultimate payment, even in the best of cases would be delayed. Estate assets, moreover, are subject to estate creditors such that the beneficiary may receive nothing. There are also times when no estate is opened, leaving the City with no person or entity to pay out a small amount which would then remain on the books until processed as unclaimed funds.

There is another slight wrinkle in the language of the sick leave payout. Present language states”

If a **member** shall die while still employed as a **Police Officer** or Patrol Officer.

The recognition clause only refers to “patrol officers”. It appears that the benefit is to be paid to any member of the bargaining unit who dies while still employed. Stating

particular classifications implies that there might be other bargaining unit members who would not be entitled to the sick leave payout on death.

It is recommended, therefore, that the following language be incorporated into the sick leave payout provision:

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.

Employees should be advised to review and update their beneficiary designations be sure that their designations are proper and current.

ARTICLE 27 JURY DUTY

The F.O.P. made a proposal to assure that employees from the second and third shift who performed jury duty would be granted overtime if they also worked their normal shift on the day jury duty was performed. Discussions between the parties lead to an apparent agreement, reflected below which would require that an employee on jury service to be transferred to the first shift to avoid the overtime issue.

27.08 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 29 MATERNITY LEAVE

POSITION OF THE F.O.P.

The F.O.P. proposed to retain the current language on Maternity Leave and to add Language relative to the Family and Medical Leave Act (FMLA). The F.O.P. opposed the proposal of the City to substitute FMLA for Maternity Leave, indicating that to eliminate Maternity Leave would be to reduce an existing benefit which provides six (6) months leave, rather than the twelve (12) weeks provided under the FMLA and further indicating that Maternity Leave might be available where FMLA would not apply such as in the case of an employee having less than a year of service.

POSITION OF THE FMLA

The City proposes to replace the Maternity Leave provision with the provisions of the FMLA. The City argues that having Maternity Leave, a leave which applies only to females would amount to discrimination on the basis of sex and further asserts that having both Maternity Leave and FMLA would be duplicative and could lead to the “piggybacking” of benefits.

MATERNITY LEAVE DISCUSSION

Maternity Leave provides an additional and different benefit than the FMLA, granting six (6) months of leave and granting leave which might not be available under the FMLA such as instances where an employee has not been employed for more than one year and/or has not worked in excess of 1250 hours in the year. There do not appear to be any employees within the City which are no longer covered by the City Maternity Leave. There is no substantial reason for eliminating the Maternity Leave benefit.

Regardless of the provisions of the collective bargaining agreement, bargaining unit employees are covered under the FMLA at the present time. Regulations under the FMLA specifically deal with the “double-dipping” issue. Both parties have proposed citing part of the criteria for qualification for family and medical leave. Citing part of the qualifications, however, may mislead employees with respect to their rights and the rights of the employer under the FMLA. The provisions and regulations of FMLA, further, may change from time to time. Therefore, it is recommended that a more generic reference to the FMLA be contained in the collective bargaining agreement.

It is therefore recommended that current language regarding FMLA be retained and that the following language be added to address entitlement to FMLA.

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 31 HEALTH AND LIFE INSURANCE PLAN

POSITIONS OF THE PARTIES

Neither party has proposed a change in the language of the Health Insurance Article. The parties have also agreed on the terms of a new Wellness Plan. The point of contention between the parties appears to relate to the testing of spouses to earn credits toward the deductible. The F.O.P. requests that accommodating be made to provide spouses a longer time to be tested in order to earn credits toward the deductible.

The parties hereto acknowledge that the new Wellness Plan is better than the old plan and that the choice at this time is either to accept the new plan in its entirety or to revert to the old. The Fact-Finder appreciates the problem that employees may have

difficulty in persuading their spouses to be tested for any number of reasons. It is felt, however, that additional time to reach the goal will not provide as much of an incentive as the potential loss of savings in terms of deductible. Time remains to earn substantial credits and testing is of benefit and not only economic, but health benefit to everyone. The fact-Finder must recommend the City proposal with respect to the Wellness Plan.

ARTICLE 40 GRIEVANCE PROCEDURE

The parties, in discussions at hearing, agreed that a duplicative access to the Personnel Appeals Board added unnecessary delay and confusion in the Grievance Procedure. Each party withdrew its proposal submitted to Fact-Finding and agreed to delete Section 3 (Section 42.03) from the collective bargaining agreement.

ARTICLE 42 DURATION

POSITIONS OF THE PARTIES

The F.O.P. has proposed a standard three (3) year agreement. The City proposed a two (2) year agreement, but indicated that a three (3) year agreement might be acceptable, based on economics.

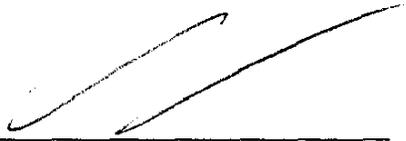
DURATION DISCUSSION

Generally, three (3) year agreements are preferred to promote stability. Negotiations are stressful and costly and additional negotiations should be avoided. The City, however, has indicated some trepidation regarding the economic future and has indicated that it needs to achieve the change in the Sick Leave payout during the term of a three (3) year collective bargaining agreement. Considering the aims of the City in negotiations, the fact that it is unlikely that any bargaining unit member would retire in

the next two (2) years and the probable negative effect on the possibility of ratification of a take-away provision regarding sick leave payout, a three (3) year contract with a limited re-opener after the second year is recommended as shown below:

ARTICLE 45 DURATION

This Agreement shall become effective and retroactive to January 1, 2009 and shall terminate on December 31, 2011, unless extended by mutual agreement of the parties, provided, however, that either party may choose to reopen negotiations for the third year of this agreement with respect to the issues of compensation and sick pay buyout only by giving the other party written notice of the intent to re-open negotiations not later than October 1, 2010.



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S E R V I C E

A copy of the within Recommendation of the Fact-Finder was sent to the City at 417 Main Street, P.O. Box 468, Huron, Ohio 44839 and to the F.O.P. at 222 East Town Street, Columbus, Ohio 43215, by overnight mail this 24th day of January, 2009.



GREGORY J. LAVELLE

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

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.

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". 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

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

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

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

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.

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

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

Section 1. 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.

Section 2. The Union, its members and employees shall cooperate with the City in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate violations of Section 1 committed by its members or employees. In the event a violation occurs, the Union shall promptly notify all members and employees that such action is prohibited and advise all members to return to work at once.

Section 3. The City shall not lock-out any Union member for the duration of this Agreement.

ARTICLE 8

Labor Council Activity

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.

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.

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

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

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.

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.

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.

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

Section 1. 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.

Section 2. 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.

Section 3. 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.

Section 4. 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.

Section 5. 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.

Section 6. 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.

Section 7. 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

Section 1: 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.

Section 2: An agenda will be furnished by both parties at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting and the names of those Union Representatives who will be attending. The purpose of such meeting shall be to:

- (a) Discuss the administration of this Agreement;
- (b) Notify the Union of changes made by the Employer which affect bargaining unit members of the Union;

- (c) Discuss grievances which have not processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by both parties;
- (d) Disseminate general information of interest to the parties;
- (e) Discuss ways to increase productivity and improve efficiency;
- (f) To consider and discuss health and safety matters relating to Employees.

Section 3: It is further agreed that if special labor/management meetings have been requested and mutually agreed upon, they shall be convened as soon as feasible.

ARTICLE 12

Seniority

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.

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

1. 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.

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.

2. 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.

3. 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.

4. Each eight (8) hour work shift shall be manned by two (2) police officers and one (1) dispatcher exclusive of administrative personnel. 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.

5. City shall not deploy a full time dispatcher to work as a road officer when the dispatcher is working his/her regular shift as a dispatcher and being paid as a dispatcher.

6. A police officer shall not be deployed as a dispatcher unless there are no full time or part-time dispatchers available on the shift.

ARTICLE 14

Hours of Work

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

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 an "~~Annual~~ 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. ~~Shifts and days off assignments pursuant to bid shall begin on February 1st of each calendar year.~~

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.

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

Section 1.

Effective January 1, 2009, all Sergeants 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.

Section 2. Sergeant's Supervisory Premium

Sergeants shall receive a one percent (1%) premium (paid in a lump sum on or before June 1st of each year of this Agreement) as compensation for performing supervisory duties above and beyond those duties performed as a Shift Commander within the Division.

Section 3. Overtime

All hours worked in any one day in excess of the regularly scheduled shift as determined by the Chief or forty (40) hours in one (1) week shall be paid at one and one-half (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.

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, overtime shall be utilized to man 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.

Section 4. Court Time

A member directed to appear in any court or hearing in response to a subpoena or other writ commanding appearance in a criminal, quasi-criminal or civil case arising out of a duty-related incident 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.

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.

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.

Section 5. 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.

Section 6. 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

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.

Education Incentive Program

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

1. **Education** - A permanent 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. Additional permanent 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.

An additional permanent 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.

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.

The inclusion of these increments to the officer's base pay become the established base pay and will continue during the officer's time of service

with this Division and shall become a part of the officer's regular bi-weekly pay.

2. **Education Alternative** –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.
3. **Training** - 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 second pay of 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.
4. **Experience** - A Sergeant shall receive permanent incremental increases above his base rate of pay when he has completed the required years of service as hereinafter set forth. This addition to the established base pay shall continue during the officer's time of service with the Division.

The one percent (1%) salary increments for which an employee may become eligible at the completion of the third, eighth, thirteenth, eighteenth, and twenty-third cumulative years of service 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 salary increment shall be paid as part of the payroll during which the employee reaches his anniversary date.

All Sergeants shall receive their educational premiums in addition to their base pay as set forth in Appendix "B".

ARTICLE 17

Uniforms and Maintenance

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

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.

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:

2009	\$ 800.00*	*Officers shall supply their SRT gear
2007	\$ 850.00*	from these allowances.
2008	\$ 900.00*	

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.

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.

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.

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

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

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

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

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

ARTICLE 20

Holidays

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.

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.

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.

An employee who works a holiday as described above shall be entitled to one and one-half (1 ½) times his regular pay and a make-up day.

An employee who actually works a holiday as defined above shall have the option of earning two and one-half (2 ½) times their base rate and foregoing a make-up day.

Each member may accumulate up to forty (40) hours of unused holiday time in each calendar year and use said accumulated holiday time no later than July 1 of the following year.

ARTICLE 21

Scheduling Time Off

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.

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.

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.

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.

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

A member shall continue to be entitled, for each month of service, to sick leave of one and one fourth (1 1/4) work days with pay and shall be entitled to accumulate an unlimited amount of sick leave pursuant to Codified Ordinance 163.02 as in effect on January 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.

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.

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

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.**

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.

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.

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.

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.

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.

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).

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.

ARTICLE 23

Safety And Health

SECTION 1. The City will continue to exert every reasonable effort to provide and maintain safe and healthy working conditions for every employee. The employees agree that, in the course of performing their regularly assigned duties, they will be alert to unsafe and/or unhealthy practices or conditions and report them to their immediate supervisors for corrective action, within a reasonable amount of time, provided the supervisor determines that an unsafe and/or unhealthy practice or condition exists. A grievance alleging a violation of this Article may be filed directly with the City Manager.

SECTION 2. 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

SECTION 1. Any Employee suffering a physical injury on the job or job-related illness which leaves the Employee disabled and unable to perform their regular duties shall be paid their regular base pay during the period of each disability, or fifty-two (52) consecutive weeks, whichever is less.

SECTION 2. Injury or job-related illness leave pay shall also be contingent upon the injured Employee signing or transferring, in writing, any remuneration they may receive from the Bureau of Worker's Compensation on account of said injury to the Employer. The Employer may increase the number of weeks these benefits are to be paid in increments of six (6) weeks at the option of the Employer.

SECTION 3. During the period of disability leave, the Employer, in addition to paying the Employee's regular salary, will make payment into any and all insurance and/or pension plans as required by this agreement, any amendment hereto, and/or otherwise as part of

the employment relationship between the Employer and the Employee. During such period of disability leave the Employee shall continue to earn seniority, pension credit, sick leave or sick leave credit and vacation time. Uniform allowance will be provided.

SECTION 4. The City has the right to insist on an examination of the Employee by a physician of the City's choice, and the City shall have the right to disapprove paid leave and/or require the Employee to return to work at any time from service injury leave status. If the Employee's physician disagrees with the City's physician, the Employee shall be examined by a third physician selected jointly by the Union and the City, and the opinion of this physician shall be used to determine the Employee's eligibility for medical leave under this Section. This examination shall be at the City's expense.

ARTICLE 25

Leave for Family Death

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.

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

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.

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.

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

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

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

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

ARTICLE 30

Weather Emergencies

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

SECTION 1. 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.

SECTION 2. 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.

SECTION 3. The member’s share shall be paid through payroll deduction, which deduction is hereby specifically authorized. Employee contributions for single plan coverage shall be \$33.00 per month for the term of this agreement and the employee contributions for family plan coverage shall be \$42.00 per month for the term of this agreement.

SECTION 4. 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 \$1,500.00 per year payment from the City, in 2 equal payments of \$750.00 semi-annually.

ARTICLE 32

Special Assignment

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

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

Section 1. 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.

Section 2. 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

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

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

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.

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.

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

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

40.01 ~~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.** ~~Except for supervisory and administrative personnel with a legitimate need to know, the Personnel Appeals Board for a similar reason, courts of competent jurisdiction which have subpoenaed them, and except disclosures required by Federal or State laws,~~ **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. §149.43(A)(7)(a)-(g) 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.

~~**Information contained in an employee's personnel file shall not be available for review by or be shared with any person other than the employee. The employee may be given advance written notice of an oral or written request to view his personnel file, approval for the release of specific information to a specific person(s) on or about a specific date and the City may release the information specified.**~~

38.02 A member will be allowed to review his personnel file at any reasonable time upon ~~written~~ 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. ~~This section shall not apply to information contained in an employee's personnel file which relates to the pre-employment selection process or to the employee's probationary period status reports.~~

Section 3. 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.

Section 4. 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.

Section 5. Except as otherwise set forth in Article 46, 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 46, 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 38

Personnel Files

Section 1 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.** ~~Except for supervisory and administrative personnel with a legitimate need to know, the Personnel Appeals Board for a similar reason, courts of competent jurisdiction which have subpoenaed them, and except disclosures required by Federal or State laws,~~ **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. §149.43(A)(7)(a)-(g) 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.

~~**Information contained in an employee's personnel file shall not be available for review by or be shared with any person other than the employee. The employee may be given advance written notice of an oral or written request to view his personnel file, approval for the release of specific information to a specific person(s) on or about a specific date and the City may release the information specified.**~~

Section 2. A member will be allowed to review his personnel file at any reasonable time upon written 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. ~~This section shall not apply to information contained in an employee's personnel file which relates to the pre-employment selection process or to the employee's probationary period status reports.~~

Section 3. 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.

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ARTICLE 39

Discipline

All disciplinary actions shall be 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.

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

Section 1. The grievance procedure is a formal mechanism intended to assure that grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered, and a reasonable effort shall be made to resolve a particular situation.

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

Section 3. (deleted)

Section 3. All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step.

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

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

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

Section 4. 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

Section 5. 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).

Section 6. 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.

Section 7. 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.

Section 8. At Step (3) and forward, the City agrees to meet with the parties to the grievance. The Union Coordinator may be present.

Section 9. 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.

Section 10. 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. Personnel Appeals Board:

If the grievance is not resolved at Step 4, the union member may, within ten (10) calendar days of the City Manager's response, appeal the grievance to the City's Personnel Appeals Board as created by Section 8.04 of the City's Charter. The Personnel Appeals Board, in addition to the duties set forth in Section 8.05 of the Charter of the City of Huron which grants authority to subpoena witnesses and to require the production of records, shall:

1. Set a time and place for hearings.
2. Conduct hearings within twenty-one (21) days from date of filing of appeal.
3. Consider the interests and welfare of the public and the grievant.
4. Transmit its finding of fact and recommendations on the issues to the public employer and the employee and the employee organization involved within thirty (30) days of the conclusion of the hearing. The City and the Union shall share equally in the expenses incurred by the Personnel Appeals Board in conducting a hearing. The expenses of any witnesses

shall be borne by the party calling for them. The fees of the Court Reporter shall be paid by the party asking for one; such fee shall be equally split if both parties desire a reporter.

Step 6. Binding Arbitration:

- A. If the grievance is not resolved at Step 5, 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

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

This Agreement shall become effective and retroactive to January 1, 2009 and shall terminate on December 31, 2011, unless extended by mutual agreement of the parties, provided, however, that either party may choose to reopen negotiations for the third year of this agreement with respect to the issues of compensation and sick pay buyout only by giving the other party written notice of the intent to re-open negotiations not later than October 1, 2010.

ARTICLE 43

Alcohol/Drug Abuse Policy

I. 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.

II. 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.

III. PROCEDURES:

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

- 1. 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 exists to warrant testing.
- 2. 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.

3. 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.
4. 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.
5. Any testing will be conducted and no expense to the employee.

IV. 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.

V. 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

All extra duty events, outside an employee's regularly scheduled shift, shall be compensated at the overtime rate (excluding events scheduled by the Huron City School District in which payment is made directly by the school system).

IN WITNESS WHEREOF, the parties have hereunto set their hands to
duplicates hereof this _____ day of _____, 2006.

In the Presence of:

CITY OF HURON, OHIO

By: _____

City Manager

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

By: _____

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

COMPENSATION SCHEDULE FOR SERGEANTS

Sergeants	2009 (2%)	2010 (2.5%)	2011 (3%)
A	29.04	29.76	30.66
B	27.72	28.41	29.27
C	26.44	27.10	27.91

The rates shown in the above grid do not include individual adjustments resulting from training, education and longevity.

Example:

A Sergeant, being paid at Step B as of 12-31-08 would move to Step B of the new wage scale for 2009 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 21 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 21 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

	<u>In-Network</u>	<u>Out-of-Network</u>
Calendar Year Deductible: Individual	\$2,000.00	\$2,000.00
Family	\$4,000.00	\$4,000.0

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

- <i>Office Visit</i>	Deductible Waived 100% Plan Coshare	100% of Target Prices
Other Covered Expenses <i>Example: supplies, lab & X-ray</i> <i>Durable Medical Equipment, injections, etc.</i>	80% Plan Coshare	80% of Target Prices
Prescription Drug Card <i>(Network provider is Caremark</i> <i>Mail Order is 2X Retail)</i>	\$40.00 Non-Preferred \$20.00 Preferred \$10.00 Generic	60% Plan Coshare All Deductibles apply

Mental & Nervous, Alcohol & Drug Disorders:			
<i>(All Deductibles apply)</i>	Inpatient:	80% for 30 days	60% for 30 days
year		per calendar year	per calendar year
visits	Outpatient:	80% for 50 visits	60% for 50 visits
year		per calendar year	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.

<p>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 charges made by a physician. The Target fee schedule is 115% of the Medicare reimbursement rate, which means that reimbursement is set 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.</p> <p>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</p>	<p>When Target Prices Are not available, Out-of-network Benefits Will be paid according To the following schedule</p> <table border="1"> <thead> <tr> <th><u>Percent Paid</u></th> <th><u>Percent</u></th> </tr> </thead> </table>	<u>Percent Paid</u>	<u>Percent</u>
<u>Percent Paid</u>	<u>Percent</u>		

the balance of the charges.	<u>Paid</u>	
	<u>In-Network</u>	<u>Out-of-</u>
Out-of-network provider charges that are not based on CPT-4 codes,	<u>Network</u>	
Which include most Hospitals and other facilities, will be paid at the	100	80
Network Coshare percentage minus twenty (20) percentage points (see	90	70
Table at right).	80	60

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)
- Tryglyceride 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.

APPENDIX G

GRIEVANCE FORM

**PLEASE PRINT OR TYPE
GRIEVANCE REPORT FORM**

**DATE AND TIME STAFF REP.
NOTIFIED: _____**

**A COPY OF THIS FORM MUST BE SENT TO
THE OHIO LABOR COUNCIL OFFICE – IMMEDIATELY**

Name of Grievant: _____ Badge No. _____

Classification: _____ Assignment: _____

Immediate Supervisor at time of Incident: _____

F.O.P. Representative: _____

Article and Section Number(s) of Contraction Violation(s):

STEP ONE – INFORMAL DISCUSSION

Grievance First Discussed with: _____ Date: _____
Name and Title

STEP TWO – FORMAL GRIEVANCE – IMMEDIATE SUPERVISOR

Statement of Grievance (Please give time, dates, witnesses, facts and all relevant information):

REMEDY REQUESTED:

STEP TWO RESPONSE: _____

Date: _____

Name and Title _____

Received by: _____ Date: _____

Grievant

ANSWER IS: ACCEPTED _____ REJECTED _____

STEP THREE – FORMAL GRIEVANCE – CHIEF

Received by: _____ Date: _____
Name and Title _____

STEP THREE RESPONSE: _____

Date: _____
Name and Title _____

Received by: _____ Date: _____
Grievant

ANSWER IS: ACCEPTED _____ REJECTED _____

Referred to F.O.P. Ohio Labor Council Representative: YES _____ NO _____

Date Referred: _____

Approved _____ Disapproved _____ by F.O.P. Representative

STEP FOUR – FORMAL GRIEVANCE – CITY MANAGER

Received by: _____ Date: _____
Name and Title

Step Four Response: _____

_____ Date: _____
Name and Title

Received by: _____ Date: _____
Grievant

ANSWER IS: ACCEPTED _____ REJECTED _____

Referred to F.O.P. Ohio Labor Council Representative: YES _____ NO _____

Date Referred: _____

Approved _____ Disapproved _____ by F.O.P. Representative

STEP FIVE – PERSONNEL APPEALS BOARD

Notice Served for Appeal: _____ Date: _____
Name and Title

Appeal Notice Received by: _____ Date: _____
Name and Title

STEP SIX – BINDING ARBITRATION

Notice Served for Arbitration: _____ Date: _____
Name and Title

Arbitration Notice Received by: _____ Date: _____
Name and Title

Time for Response Extended to: _____

Grievant: _____ Supervisor: _____

Extensions:

STEP _____	TO _____	INITIALS _____
STEP _____	TO _____	INITIALS _____
STEP _____	TO _____	INITIALS _____
STEP _____	TO _____	INITIALS _____
STEP _____	TO _____	INITIALS _____
STEP _____	TO _____	INITIALS _____

Gregory J. Lavelle

ATTORNEY AT LAW AND ARBITRATOR

27346 Edgepark Boulevard • North Olmsted, Ohio 44070
Telephone (440) 724-4538
Facsimile (440) 979-9113
Email: Lavellearb@aim.com

STATE EMPLOYMENT
RELATIONS BOARD

2009 JAN 26 A 9

January 24, 2009

Edward E. Turner
State Employment Relations Board
65 East State Street, 12th Floor
Columbus, Ohio 43215-4213

Terry R. Griffith, Esq.
417 Main Street
Huron, Ohio 44839

Dennis Sterling
F.O.P., Ohio Labor Council, Inc.
222 East Town Street
Columbus, Ohio 43215

2009 JAN 26 A 9: 29

STATE EMPLOYMENT
RELATIONS BOARD

Re: Fraternal Order of Police, Ohio Labor Council, Inc. and City of Huron

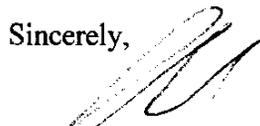
08-MED-09-1021, 08-MED-09-1022, 08-MED-1023

Dear Mr. Turner and Advocates,

Enclosed please find Fact-Finding Reports in the above matters. If you have any questions, please feel free to call.

Thank you for your cooperation.

Sincerely,


GREGORY J. LAVELLE

GJL/bij
enc: Reports w/ CBA (3)
HuronTransmittal