

**REGULAR PIQUA CITY COMMISSION MEETING  
TUESDAY, DECEMBER 21, 2010**

**7:00 P.M. – EXECUTIVE SESSION (ADMINISTRATIVE CONFERENCE ROOM)**

**7:30 P.M. – REGULAR CITY COMMISSION MEETING  
201 WEST WATER STREET  
PIQUA, OHIO 45356**

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**EXECUTIVE SESSION:**

Move to Executive Session to prepare for and review negotiations on compensation or other terms and conditions of employment for City personnel.

**ADJOURNMENT**

**REGULAR CITY COMMISSION MEETING**

**A. CONSENT AGENDA**

a. APPROVAL OF MINUTES

Approval of the minutes from the December 7, 2010 Regular City Commission Meeting and the December 9, 2010 Piqua City Commission Worksession

**B. OLD BUSINESS**

a. ORD. NO. 33-10 (3<sup>rd</sup> Reading-Amended)

An amended Ordinance to make appropriations for the City of Piqua, Ohio for the year 2011

b. ORD. NO. 34-10 (3<sup>rd</sup> Reading)

An Ordinance repealing Schedule A-1 of Chapter 33 of the Piqua Code and adopting a new Schedule A-1 of Chapter 33 of the Piqua Code, relating to wages of certain Municipal Employees

**C. NEW BUSINESS**

a. ORD. NO. 35-10 (1<sup>st</sup> Reading)

An Ordinance to vacate a public alley right of way

b. ORD. NO. 36-10 (1<sup>st</sup> Reading)

An Emergency Ordinance to make Appropriations for the City of Piqua, Ohio for the year 2010

- c. RES. NO. R-150-10  
A Resolution awarding a contract to Wenco, Inc. for design and construction management of a new Power System Service Center
- d. RES. NO. R-151-10  
A Resolution requesting authorization to purchase the real property and buildings(s) located at 517 E. Ash Street on the E. Ash Street Reconstruction project, payable to Wendy Deras, in the amount not to exceed \$56,000
- e. RES. NO. R-152-10  
A Resolution authorizing the City Manager to execute a labor contract with Local Union 252, International Association of Firefighters, AFL-CIO-CLC (Fire Officers)
- f. RES. NO. R-153-10  
A Resolution authorizing the City Manager to execute a labor contract with Local Union 252, International Association of Firefighters, AFL-CIO-CLC
- g. RES. NO. R-154-10  
A Resolution authorizing the City Manager to execute a labor contract with the Ohio Patrolmen's Benevolent Association
- h. RES. NO. R-155-10  
A Resolution authorizing transfers of cash from the General Fund to the other funds for the Fiscal Year 2010
- i. RES. NO. R-156-10  
A Resolution authorizing transfers of cash from the General Fund to the other funds for the Fiscal Year 2011

**D. OTHER**

- a. Economic Development Update - Mr. Bill Murphy

**E. ADJOURNMENT**

**MINUTES  
PIQUA CITY COMMISSION  
Tuesday DECEMBER 7, 2010  
7:30 P.M.**

Piqua City Commission met at 7:30 P.M. in the Municipal Government Complex Commission Chambers located at 201 W. Water Street. Mayor Fess called the meeting to order. Also present were Commissioners Vogt, Martin, Terry, and Wilson. Absent: None.

**REGULAR CITY COMMISSION MEETING**

**Consent Agenda**

**Approval of Minutes**

Approval of the minutes from the November 16, 2010 Regular Piqua City Commission meeting

Moved by Commissioner Martin, seconded by Commissioner Vogt, that the minutes of the November 16, 2010 Regular Piqua City Commission meeting be approved. Voice vote, Aye: Wilson, Fess, Martin, Terry, and Vogt. Nay: None. Motion carried unanimously.

**OLD BUSINESS**

**ORD. NO. 31-10 (3rd Reading)**

An Ordinance to modify Appendix Table A, Chapter 150 Building Regulations of the Piqua Code

City Manager Enderle stated this is the third reading of the ordinance to amend the Plumbing Fee Schedule to better cover the costs for inspections and reviews.

Commissioner Martin asked if anyone found out what the fees were for other cities commercial reviews.

Health & Sanitation Director Amy Welker stated yes, most of them are the same as we proposed previously, the \$25 minimum with the \$.01/square foot and further explained.

There was discussion on changing the amount of the Plan Review Commercial fee back to the \$25 minimum with the \$ .01/square foot.

Moved by Commissioner Martin, seconded by Commissioner Wilson, to amend Ordinance No. 31-10 to change the Plan Review for Commercial from \$50 minimum with the \$ .01/square foot back to \$25 minimum. \$ .01square/foot. Voice vote, Aye: Martin, Wilson, Fess, Vogt, and Terry. Nay: None. Motion carried unanimously.

**Public Comment**

No one came forward to speak for or against Ordinance No. 31-10

Moved by Commissioner Vogt, seconded by Commissioner Terry, that Ordinance No. 31-10 be adopted, as amended. Roll call, Aye: Wilson, Vogt, Martin, Terry, and Fess. Nay, None. Motion carried unanimously. Mayor Fess then declared Ordinance No. 31-10 adopted, as amended.

**ORD. NO. 32-10 (3rd Reading)**

An Ordinance providing for the issuance and sale of \$55,953.49 of bonds in anticipation of the collection of special assessments to pay costs of construction in the year 2009, sidewalks, curbs and gutters on Riverside Drive (Phase 1) with the necessary appurtenances thereto

City Manager Enderle stated this Ordinance would authorize the City to bond the \$55,953.49 to reimburse the Street Fund to cover the cost of the property assessments for the Riverside Drive Construction Project. As the assessments are paid back over the next five-ten the years the bonds will be retired, said City Manager Enderle.

Mayor Fess noted the interest paid by the property owners would pay the interest charges on the bonds so there would be no cost to the city.

**Public Comment**

No one came forward to speak for or against Ordinance No. 32-10

Moved by Commissioner Wilson, seconded by Commissioner Martin, that Ordinance No. 32-10 be adopted. . Roll call, Aye: Fess, Martin, Vogt, Wilson, and Terry. Nay, None. Motion carried unanimously. Mayor Fess then declared Ordinance No. 32-10 adopted.

**ORD. NO. 33-10 (2nd Reading)**

An Ordinance to make appropriations for the City of Piqua, Ohio for the year 2011

City Manager Enderle stated this is the second reading of the Ordinance to make appropriations that would implement the 2011 Budget, Mr. Enderle gave an overview of the Budget, stating the City Commissioners did not recommend any changes at their Budget Review Work Sessions, but stated the budget levels are at the 2003 level with no end in sight with the recession. The City should end 2010 with about a \$2.6 million dollar fund balance, which is about a \$1.6 million dollars better than predicted. It was stated the City Managers budget would be increased due to the retirement of Mr. Enderle and the hiring of a new City Manager. The City Commission budget will also be increased due to some of the costs that cannot be controlled, and the possibility of having to spend \$17,000 for the recall election. Another \$10,000 has been added for a Citizens Satisfactory Survey, with all the cuts being made the City is implementing a program of performance measures where the staff is going to start collecting data on the services that are provided with one being customer satisfaction. All of the other departments have made budget cuts as requested. Mr. Enderle continued reviewing the department budgets.

Mayor Fess stated this budget does not include any layoffs in the Safety Services, and Mr. Enderle further stated there would not be any lay-offs anywhere. Positions being vacated and retirement positions will not be filled with a total of about six positions not being filled in 2011. The North Cemetery Bridge is in need of replacement and will have to be replaced in 2011. Mayor Fess stated the City of Piqua owns the bridges and the mausoleum in the Cemetery, but not the Cemetery itself.

Commissioner Vogt stated he does not want to close the Swimming Pool next year. Commissioner Wilson also stated he did not want to close the Swimming Pool, Commissioner Martin also agreed. City Manager Enderle stated the Appropriations Ordinance would have to be amended by \$179,298.00 to include the Swimming Pool if the Commission wanted to include it.

Commissioner Terry inquired about leasing the Golf Course equipment versus purchasing it. Finance Director Cynthia Holtzapple explained how the lease option would be more costly to the city.

City Manager Enderle stated if the Commission chooses to include the \$179, 298 for the Swimming Pool it would reduce the General Fund Balance by that amount.

There was a brief discussion on the Swimming Pool costs and usage for 2011, and it was stated it would cost approximately \$25,000 to close the pool.

**Public Comment**

No one came forward to speak for or against Ordinance No. 33-10.

Moved by Commissioner Martin, seconded by Commissioner Vogt, to amend Ordinance No. 32-10 to include the \$179,298 in the 2011 Budget for the Swimming Pool. Roll call, Aye: Fess, Vogt, Terry, Martin, and Wilson. Nay: None. Motion carried unanimously.

Finance Director Holtzapfle stated there are several grant opportunities that they have become aware of and will look into them when amending Ordinance No. 33-10 for the third reading.

Ordinance No. 33-10 was given a second reading, as amended.

**ORD. NO. 34-10 (2ndReading)**

An Ordinance repealing Schedule A-1 of Chapter 33 of the Piqua Code and adopting a new Schedule A-1 of Chapter 33 of the Piqua Code, relating to wages of certain Municipal Employees

City Manager Enderle stated this is the second reading to amend the minimum wage rate on Schedule A-1. Passage of the Ordinance will put the City in compliance with state law.

**Public Comment**

No one came forward to speak for or against Ordinance No. 34-10

Ordinance No. 34-10 was given a second reading.

Moved by Commissioner Terry, seconded by Commissioner Vogt to bring Resolution No. R-135-10 off the table. Voice vote, Aye: Martin, Vogt, Terry, Fess and Wilson. Nay, None. Motion carried unanimously.

**RES. NO. R-135-10 (Tabled 11-16-10)**

A Resolution authorizing the execution of a loan agreement with Quint Creative Group, LLC in the amount of \$45,000

City Manager Enderle stated this would authorize another USDA Enterprise Loan in the amount of \$45,000 to Quint Creative Group LLC for the purchase of a computer graphics machine, with the term of the loan being seven years at 3% interest. Mr. Enderle further explained the reason for tabling the resolution at the previous meeting was due to a possible conflict of interest with the City Clerk, Becky Cool and her husband doing business as Silver Fox Logo Wear as a contract vendor with Quint Creative Group. A statement was received from both Quint Creative Group and Silver Fox Logo Wear stating the amount of business received through Quint Creative Group, and that Silver Fox Logo Wear would not benefit in any way with the purchase of the CNC Machine being purchased with the USDA funds. There would also not be any conflict of interest from an Administration standpoint, as the City Clerk has nothing to do with the review and approval of this loan, stated City Manager Enderle.

Law Director Stacy Wall further explained State Law requires there be a direct interest in the company to be a conflict of interest and further explained the law. Ms. Wall stated the legal opinion is there is no conflict of interest at this time.

**Public Comment**

Brian Quinter, owner of Quint Creative Group LLC came forward and gave a brief overview of the use of the CNC Machine they plan to purchase with the USDA Loan funds. With the purchase of this

machine they plan to be able to do more work in house, thus keeping money in Piqua, and to offer their services to other Piqua businesses, said Mr. Quinter.

Commissioner Wilson stated there were only two companies that applied for these loans, and we need to support and encourage businesses in Piqua.

Commissioner Vogt stated when these USDA Loans are paid back we can use the funds to help other local businesses.

Moved by Commissioner Terry, seconded by Commissioner Vogt, that Resolution No. R-135-10 be adopted. Voice vote, Aye: Fess, Wilson, Vogt, Martin, and Terry. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-135-10 adopted.

Mayor Fess stated Quint Creative Group has been a good company in the City and are glad to see them expanding, and wish them the best of luck in the future.

### **NEW BUSINESS**

#### **RES. NO. R-139-10**

A Resolution authorizing the City Manager to submit a Grant Application to the Ohio Department of Natural Resources for assistance in the removal and replacement of Ash Trees impacted by the Emerald Ash Borer within the City of Piqua

City Manager Enderle stated Resolution No. 139-10 is a request to submit a request to the Ohio Department of Natural Resources for \$6,000 for the removal and replacement of trees impacted by the Emerald Ash Borer. City Manager Enderle thanked the donor who stepped up and donated the \$6000 match the city is required to utilize the funding from the Ohio Department of Natural Resources.

City Engineer Amy Havenar gave a brief overview of the replacement of the trees and their locations.

Commissioner Terry voiced concern of several of the larger trees in the city on the curb lines that are potential problems, and asked if they could be taken down.

#### **Public Comment**

No one came forward to speak for or against Resolution No. R-139-10.

Moved by Commissioner Martin, seconded by Commissioner Terry, that Resolution No. R-136-10 be adopted. Voice vote, Aye: Wilson, Vogt, Martin, Terry, and Fess. Nay: None. Motion carried unanimously. Mayor Fess declared Resolution No. R-139-10 adopted.

#### **RES. NO. R-140-10**

A Resolution authorizing the City of Piqua to file an application to the State of Ohio to participate in the Clean Ohio Revitalization Program

City Manager Enderle stated there is a set of four resolutions that the City Commission is being asked to consider which will accomplish different aspects of the filling procedures dealing with the Clean Ohio Revitalization Fund. Resolution No. R-144-10 and the next three resolutions are necessary in order for the City to actually apply for the funding and he explained. City Manager Enderle reminded the Commissioners there is a purchase offer that has been approved with the current owner of the property contingent upon the city receiving the grant. If the city receives the grant we will purchase the property, and it will become the city's and the money that will be needed to match the grant funds will be the money the owner has already spent on the cleanup so far, and will be no out of pocket expense to the city.

Commissioner Wilson voiced concern over the City Manager's name being listed on the grant and asked if it should be listed as just the "City Manager" in Section 1.

Assistant City Manager/Economic Development Director Bill Murphy explained the Grant requires a specific name be listed, thus the reason for Mr. Enderle's name being used at this time.

**Public Comment**

No one came forward to speak for or against Resolution No. R-140-10.

Moved by Commissioner Vogt, seconded by Commissioner Martin, that Resolution No. R-140-10 be adopted. Voice vote, Aye: Wilson, Vogt, Martin, Terry, and Fess. Nay: None. Motion carried unanimously. Mayor Fess declared Resolution No. R-140-10 adopted.

**RES. NO. R-141-10**

A Resolution in support of an application to the Clean Ohio Council

City Manager Enderle stated this is the second of the four resolutions; this is a resolution of support of the application to the Clean Ohio Council.

**Public Comment**

No one came forward to speak for or against Resolution No. R-141-10.

Moved by Commissioner Wilson, seconded by Commissioner Terry, that Resolution No. R-141-10 be adopted. Voice vote, Aye: Wilson, Vogt, Martin, Terry, and Fess. Nay: None. Motion carried unanimously. Mayor Fess declared Resolution No. R-141-10 adopted.

**RES. NO. R-142-10**

A Resolution acknowledging and adopting the status of the Piqua Memorial Hospital Site as one of the highest priority redevelopment areas as defined in the redevelopment opportunities redevelopment analysis report

City Manager Enderle stated this is the third of the four resolutions acknowledging and adopting the state of the Piqua Memorial Hospital Site as the highest priority redevelopment area as defined in the Redevelopment Opportunities Redevelopment Analysis Report.

**Public Comment**

No one came forward to speak for or against Resolution No. R-142-10.

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-142-10 be adopted. Voice vote, Aye: Wilson, Vogt, Martin, Terry, and Fess. Nay: None. Motion carried unanimously. Mayor Fess declared Resolution No. R-142-10 adopted.

**RES. NO. R-143-10**

A Resolution declaring future development at the site of the Piqua Memorial Hospital will incorporate sustainable design principles

City Manager Enderle this is the fourth of the four resolutions declaring that future development at the Piqua Memorial Hospital Site will incorporate sustainable design principals.

Mayor Fess asked for an explanation of the sustainable design principals. Mr. Murphy explained what the sustainable design principals are and how they are applied.

Commissioner Vogt stated this has come at a time when the City Commission is getting a lot of static over the Piqua Memorial Hospital site. We currently do not have ownership of the property and are doing what we can to get control of the property.

**Public Comment**

No one came forward to speak for or against Resolution No. R-143-10.

Moved by Commissioner Vogt, seconded by Commissioner Terry, that Resolution No. R-143-10 be adopted. Voice vote, Aye: Wilson, Vogt, Martin, Terry, and Fess. Nay: None. Motion carried unanimously. Mayor Fess declared Resolution No. R-143-10 adopted.

**RES. NO. R-144-10**

A Resolution authorizing the City Manager to apply for City Membership to American Municipal Power Inc.

City Manager Enderle stated this resolution would allow the City of Piqua Power System to continue its membership in American Municipal Power for the year 2011.

Power Systems Director Ed Krieger stated this membership allows the city to do a lot and gets good return on the money by insuring customer's low cost power.

**Public Comment**

No one came forward to speak for or against Resolution No. R-144-10.

Moved by Commissioner Terry, seconded by Commissioner Vogt, that Resolution No. R-144-10 be adopted. Roll call, Aye: Fess, Martin, Vogt, Wilson, and Terry. Nay: None. Motion carried unanimously. Mayor Fess declared Resolution No. R-144-10 adopted.

**RES. NO. R-145-10**

A Resolution authorizing the City Purchasing Agent to purchase #2 fuel oil on the open and spot market

City Manager Enderle stated this resolution authorizes the City of Piqua Power System to purchase #2 fuel oil as needed for the year 2011 from one or more of the listed suppliers. The Power System has included \$50,000 in the 2011 budget to cover these potential purchases.

**Public Comment**

No one came forward to speak for or against Resolution No. R-145-10.

Moved by Commissioner Martin, seconded by Commissioner Terry, that Resolution No. R-145-10 be adopted. Roll call, Aye: Fess, Vogt, Terry, Martin, and Wilson. Nay: None. Motion carried unanimously. Mayor Fess declared Resolution No. R-145-10 adopted.

**RES. NO. R-146-10**

A Resolution retaining the services of Sawvel and Associates to provide Professional Consulting and Engineering Services for the City

City Manager Enderle stated Resolution No. R-146-10 authorizes the City of Piqua Power System to retain the services of Sawvel and Associates to provide professional consulting and engineering

services in 2011. The Power System has included \$80,000 in their 2011 budget to cover the cost of these services.

**Public Comment**

No one came forward to speak for or against Resolution No. R-146-10.

Moved by Commissioner Vogt, seconded by Commissioner Martin, that Resolution No. R-146-10 be adopted. Roll call, Aye: Wilson, Vogt, Martin, Terry, and Fess. Nay: None. Motion carried unanimously. Mayor Fess declared Resolution No. R-146-10 adopted.

**RES. NO. R-147-10**

A Resolution retaining the services Cooperative Response Center, Inc. to provide Professional Customer Call Answering and Dispatch Services for the City

City Manager Enderle stated in March of 2007 the Power System began utilizing the Cooperative Response Center, headquartered in Austin, Minnesota to provide after-hours call answering and dispatch services. This became necessary when the steam and hot water system was shutdown in December of 2006. This resulted in the elimination of shift operators who provided these same services for the Power System.

Commissioner Martin asked if there has been any feedback from the use of the call center services.

Power Systems Director Krieger stated they have had no complaints over the past four years it has been used so far, stating they are a very good group to work with and are very professional.

Commissioner Wilson asked how the calls are handled. Mr. Krieger explained the process after the calls are received.

**Public Comment**

No one came forward to speak for or against Resolution No. R-147-10.

Moved by Commissioner Martin, seconded by Commissioner Vogt, that Resolution No. R-147-10 be adopted. Roll call, Aye: Wilson, Vogt, Martin, Terry, and Fess. Nay: None. Motion carried unanimously. Mayor Fess declared Resolution No. R-147-10 adopted.

**RES. NO. R-148-10**

A Resolution amending the purchase order to Reynolds Inliner, LLC for a current change order plus additional funds on the 36 West Interceptor Sewer Rehabilitation Project

City Manager Enderle stated this particular change order is for additional repairs to the sewer section we are replacing.

Utilities Director Dave Burtner explained we are asking for the additional funds in case we have additional changes as this project continues. The 36" West Interceptor Sewer is directly connected to the Sanitary Sewer Overflow gate on the west side of the Miami River. When the wet weather event causes this gate to open, sewage is directly discharged to the river. This discharge is a health concern that the OPEA wants the City of Piqua to mitigate the occurrences to their approval level, said City Manager Enderle.

Bob Yoxhimer, from Camp, Dresser, McKee, Inc. Consultant on the project further explained the need for the repairs.

**Public Comment**

No one came forward to speak for or against Resolution No. R-148-10.

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-148-10 be adopted. Roll call, Aye: Wilson, Vogt, Martin, Terry, and Fess. Nay: None. Motion carried unanimously. Mayor Fess declared Resolution No. R-148-10 adopted.

**RES. NO. R-149-10**

A Resolution authorizing the City Manager to execute an agreement with the Trustees of Springcreek Township to furnish Emergency Ambulance Service and Fire Protection

City Manager Enderle stated the City has provided fire and EMS service to the two adjoining Townships since 1973. Our previous contract with Springcreek Township was a three (3) year contract running from March 1, 2007 to February 28, 2010 at an annual rate of \$59,775. The City and Township executed a contract extension to September 30, 2010 to provide additional time to negotiate new terms for a renewed contract. Because Springcreek Township was seeking a fire and EMS levy on the November 2, 2010 ballot to support the new contract, the Administration agreed to continue providing EMS and fire service under a memorandum of understanding through the balance of 2010, which ran from September 1, 2010 through December 31, 2010. The total amount of \$61,568 for that period has been paid in full.

**Public Comment**

No one came forward to speak for or against Resolution No. R-149-10.

Moved by Commissioner Wilson, seconded by Commissioner Martin, that Resolution No. R-149-10 be adopted. Voice vote, Aye: Fess, Martin, Wilson, Vogt, and Terry. Nay: None. Motion carried unanimously. Mayor Fess declared Resolution No. R-149-10 adopted.

**OTHER**

Monthly Reports – October 2010

Monthly Reports for October 2010 were accepted.

**PUBLIC COMMENT**

Frank Barhorst, S. Wayne Street came forward and stated he wanted citizens to understand the importance of the award received from the Ohio Auditors Office, "Making Your Tax Dollars Work" that was given to the City Finance Department recently. Mr. Barhorst congratulated Cynthia Holtzapple, City Manager Enderle, and the City Commissioners on doing an outstanding job in achieving this prestigious award. Mayor Fess thanked Mr. Barhorst for his comments.

Lorna Swisher, Executive Director MainStreet Piqua, came forward to highlight some of the activities that have taken place recently in the Downtown. Starting with Christmas on the Green, the Holly Jolly 5K Run, the Christmas Parade, and the Festival of Trees that runs through December 18<sup>th</sup>. Ms. Swisher wanted to thank all the MainStreet Volunteers and the sponsors for their support. Ms Swisher thanked the City of Piqua's various departments for their outstanding support for these activities, and stated the community is very blessed to have such amazing city employees.

Mayor Fess stated volunteers need leadership, and Ms. Swisher provides that leadership.

Tom Hudson, N. Downing Street, inquired about the various new street signs, and stated the City did an excellent job on Washington Avenue, asked the status of the recall petitions and asked if in the future could the Charter be changed to state specific reasons for a recall. Law Director Wall stated no, the Charter Committee meets only once every ten years to make changes. City Manager Enderle

stated the Commission can consider an amendment at any time and can put it before the voters. Mayor Fess further stated she also believes there should be specific reasons stated such as criminal charges, fraud, etc.

Mr. Hudson encouraged citizens to plant trees to replace the ones that are being removed, congratulated the Finance Department on the "Making Your Tax Dollars Work" Award, inquired as to when the Bike Path would be completed to Troy, and thanked the citizens and asked them to remember the Veterans on this 69<sup>th</sup> Anniversary of Pearl Harbor.

Commissioner Wilson congratulated the Finance Department on receiving the "Making Your Tax Dollars Work" Award.

Commissioner Vogt congratulated Ms Holtzaple and her staff for receiving the "Making Your Tax Dollars Work" award, further stating the city budget is lean, but we do a lot with so little. Commissioner Vogt thanked Loran Swisher and MainStreet Piqua for an outstanding Christmas Parade stating all the volunteers do a great job. "Keep your eyes on the Piqua Memorial Project, we are working on it", said Commissioner Vogt.

Commissioner Terry stated Washington Avenue is looking great. Christmas on the Green and the Christmas Parade were very enjoyable, and thanked Lorna and MainStreet Piqua for all their hard work. Commissioner Terry encouraged citizens to come downtown to see and enjoy the Christmas Trees, and support the downtown merchants.

Commissioner Martin stated he had pretty much the same comments and echoed Commissioner Terry's comments.

Mayor Fess stated the Festival of Trees is located in the Apple Tree Gallery and is free of charge and encourage citizens to come downtown to see them. Mayor Fess congratulated Doug and Marj Stillwell on having the honor of being the Grand Marshals in the 2010 Christmas Parade, and wished Doug Stilwell the best in his retirement from his downtown business at the end of the year. Mayor Fess stated Washington Avenue looks great, and is a big improvement.

**Adjournment**

Moved by Commissioner Vogt, seconded by Commissioner Martin, to adjourn from the Regular Piqua City Commission Meeting at 9:05 P.M. Voice vote, Aye: Martin, Wilson, Terry, Fess, and Vogt. Nay: None. Motion carried unanimously.

\_\_\_\_\_  
LUCINDA L. FESS, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
REBECCA J. COOL  
CLERK OF COMMISSION

**MINUTES**  
**PIQUA CITY COMMISSION WORK SESSION**  
**THURSDAY, DECEMBER 9, 2010**  
**10:00 A.M.**  
**ADMINISTRATIVE CONFERENCE ROOM**  
**201 WEST WATER STREET**  
**PIQUA, OHIO 45356**

Piqua City Commission met in a Special Work Session in the Administrative Conference Room located on the 2<sup>nd</sup> Floor of the Municipal Government Complex at 201 W. Water Street. Mayor Fess called the meeting to order at 10:00 A.M. Also present were Commissioners Vogt, Wilson, Martin, and Terry. Absent: None. Also present were Utilities Director Dave Burtner, Water Superintendent Don Freisthler, City Engineer Amy Havenar, Finance Director Cindy Holtzapple, City Manager Fred Enderle, Bob Yoxthimer, Consultant from CDM, and Brent Huntsman of Terran Corporation.

Purpose of the Special Meeting is to discuss Water Exploration – Findings and Options.

Mr. Freisthler stated Seismic Refraction was performed on six different sites, and the Seismic Refraction results were then evaluated. It was determined the presence of a deep but narrow aquifer that runs northwest to south-east across portions of the Johnston Farm property.

There was discussion of various sites that were tested, how the testing was done, water contamination, and recharging of wells was explained.

Utilities Director Dave Burtner stated there are four options to be reviewed and gave a brief recap of the information they have gathered since the April 1, 2010 Commission Work Session. These options include:

**Option 1:** Continue forward with ground water exploration trying to achieve 100% ground water supply.

**Option 2:** Focus on achieving a blended supply of water (both ground water and surface water) and move forward with the new water plant design.

**Option 3:** Move forward with the new water plant design using the existing surface water sources.

**Option 4** Pursue the purchase of treated water from the City of Troy.

Options 1,2 & 3 will all require the construction of a new 6-million gallon water treatment plant at an estimated cost of \$20 million - \$22 million (regardless of the water source).

Water Plant Superintendent Don Freisthler went over each of the four options explaining the various steps that would need to be taken, and the recommendations along with the pros and cons of each option.

## **Option 1**

Bob Yoxhimer, Consultant from CDM, explained if Option 1 is chosen they will have to modify the contract to include Task 2A which will allow for the deepening of the two proposed piezometers and the addition of a 3<sup>rd</sup> piezometer to 300' deep to explore the deep aquifer found on the Johnston Farm site. This will increase the contract cost by \$92,115 with an estimated cost to be a minimum of \$10 million for the development of the new well fields and the associated piping. Mr. Freisthler stated it would require a lot more testing to determine the best area for the wells and the expense would be very costly. There is no guarantee of the quality or quantity of the water in the aquifer, doing test would be very difficult because of the location. Because Johnston Farm is a historical site it took eight weeks just to get permission to conduct the tests, and archeologists would have to monitor any drilling to oversee the finding of any artifacts.

There was discussion of the pros and cons of Option 1. Pros are: It would require less treatment and less cost for operation, the water would be bacteria free, and there would be virtually no turbidity and a greater chance for odor free water. The difference between ground water and surface water was explained, along with the different type of water plants that would be required for each.

Cons are: There would be unknown water quantity and quality, will most likely not find the entire water supply needed, problem with land availability for placement of the wells, a wellhead protection plan would be required, and it would require a substantial capital cost for ground water exploration and development.

## **Option 2**

If Option 2 is chosen we will still have to pursue the exploration of the deep aquifer as in Option 1 and combine this water with the existing surface water sources (Gravel Pit, Great Miami River & Swift Run Lake). And the costs are estimated to be a minimum of \$10 million for the development of the new well fields and piping.

There was discussion of the pros and cons of Option 2. Pros are: Blended water requires less treatment and less cost to operate, and the existing surface water sources can be used.

Cons are: Both wellhead and watershed protection plans are required, there is still the issue with land availability for well placements, would have to meet all ground water and surface water treatment regulations, and would still require substantial capital cost for groundwater exploration and development.

There was discussion on possibly retrofitting the old water plant, but Mr. Burtner explained that the EPA would not allow the city to build a new plant on the old site. The current Water Plant is eighty-five (85) years old now, said Mr. Burtner. Finance Director Cindy Holtzapple stated the city would have a hard time borrowing funds for the project because of the age of the plant.

### **Option 3**

If Option 3 were chosen the City would begin moving forward with the new Water Treatment Plant design. The EPA has stated a surface water plant would be allowable, and would need to replace the Raw Water Pumping Station. A new modern surface water treatment plant can meet the required EPA treatment regulations, and there would still be an overall cost savings for this option of an estimated \$4 million for not having to develop new well fields. The costs are estimated to be \$6 million for the construction of the raw water pump station(s) and the associated raw water piping.

There was discussion of the Pros and Cons of Option 3. Pros are: Work could begin immediately towards the new plant design, there is an adequate supply of source water available, the EPA has already approved the concept of a new surface water plant, and there would be substantial savings in the overall project cost versus having to develop new well fields.

Cons are: A watershed protection plan would be required, and there would be less stable water quality.

There was discussion on the amount of water that was required per day for the City of Piqua, and it was stated six million gallons was required at this time per day, but that amount could increase if a large water user such as a plastics company would come into the city and require large amounts of water daily.

### **Option 4**

Negotiations with the City of Troy would have to be re-opened to purchase their treated water. Costs estimated for this are \$150,000 for the water system study to determine how are current system will react to the reversal of flow through our system. A minimum of \$15 million would be needed for the construction of the new water system infrastructure to extend and connect into the City of Troy's existing water system.

There was discussion of the Pros and Cons of Option 4. Pros are: This would eliminate the need to construct a new full-scale water treatment plant in Piqua.

Cons are: It would leave the City of Piqua totally dependent upon the City of Troy for all of the water supply, would require the City of Piqua to reverse the flow of water through our system, it would reduce our ability to influence customer rates, and we would still be required to construct a limited water treatment plant facility.

There was discussion regarding the City of Troy having complete control over the City of Piqua on water distribution, quantity and rates and fees to our customers. City Manager Enderle stated he doesn't believe this is the best option, the City would still have to build a plant, would still have to rely on someone else for water, would have no say over the rates and Piqua's rates could not be lower than the City of Troy's rates.

Mr. Burtner emphasized the City is at a very important time in this study where we need to make decisions. It is important that the Ohio EPA see that we are making progress and moving forward to correct the situation. This is something that needs to be done sooner than later.

**Summary**

Being able to obtain 100% of the water needed from ground water would be the ideal scenario as far as treatment, but based on the research to date it is very unlikely to happen. At best, we could possibly achieve only a portion of our water source needs. Having blended water (both surface and ground water) provides a better raw water quality than strictly surface water which makes for less costly treatment. However, we would still have the cost of the new well development. By using an all-surface water source, future regulations could require we increase our raw water storage capacity. If this is required this could be achieved by dredging out the lakes and hydraulic system, which could affect the community in regards to the aesthetics of the bodies of water, but dredging would also improve the quality of the raw water.

**Conclusion**

By finding the new aquifer on the Johnston Farm Property, it was felt the Commission should be apprised of the findings to determine whether they want to continue the groundwater option any further. This location is probably going to be the best option to find a ground water source, but will most likely not yield the capacity needed for our treatment operations. The proposed treatment plant would be designed as a surface water plant utilizing the existing surface water sources and would still be capable of treating ground water if the City should decide to pursue that in the future.

Commissioners discussed the options and raised various questions concerning each option along with the pros and cons of the options. There was discussion of the possibility of raising the water rates in the future with the last rate increase being a number of years ago.

Mr. Freisthler stated he wanted the City Commissioners to be better informed on the issues with the Water Plant. Mayor Fess stated this was a very informative study session and said she felt she understood the situation much better. Commissioner Wilson stated, "We need to better educate the public on the need for a new Water Plant".

Mayor Fess stated the best option seems to be to build a new water treatment plant for surface water with the possibility of using ground water in the future.

All Commissioners were in agreement to further pursue Option 3 at this time.

Moved by Commissioner Vogt, seconded by Commissioner Martin, to adjourn from the Piqua City Commission Special Meeting at 11:50 A.M. Voice vote, Aye: Wilson, Fess, Vogt, Martin, and Terry. Nay: None. Motion carried unanimously.

\_\_\_\_\_  
LUCINDA L. FESS, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
REBECCA J. COOL  
CLERK OF COMMISSION

**ORDINANCE NO. 33-10**  
**AN AMENDED ORDINANCE TO MAKE APPROPRIATIONS FOR THE**  
**CITY OF PIQUA, OHIO FOR THE YEAR 2011**

BE IT ORDAINED by the Commission of the City of Piqua, Miami County,  
Ohio, the majority of all members elected or appointed thereto concurring:

**SEC. 1:** That there be appropriated from the GENERAL FUND (001)

<u>ACCOUNT</u>	<u>2011</u> <u>APPROPRIATIONS</u>
<u>City Building</u>	
Personal Services/Administrative Support	\$0
Operation and Maintenance	\$112,885
Allocated Expenses	(\$19,055)
<b>TOTAL</b>	<b>\$93,830</b>
<u>City Commission</u>	
Personal Services/Administrative Support	\$34,045
Operation and Maintenance	\$87,285
<b>TOTAL</b>	<b>\$101,330</b>
<u>City Manager</u>	
Personal Services/Administrative Support	\$293,134
Operation and Maintenance	\$28,560
Allocated Expenses	(\$235,480)
<b>TOTAL</b>	<b>\$86,214</b>
<u>Engineering</u>	
Personal Services/Administrative Support	\$330,476
Operation and Maintenance	\$29,452
Allocated Expenses	(\$293,053)
<b>TOTAL</b>	<b>\$66,875</b>
<u>Finance</u>	
Personal Services/Administrative Support	\$467,915
Operation and Maintenance	\$42,469
Allocated Expenses	(\$353,492)
<b>TOTAL</b>	<b>\$156,892</b>
<u>Health</u>	
Personal Services/Administrative Support	\$254,255
Operation and Maintenance	\$97,728
Non Government/Transfers/Refunds	\$100
<b>TOTAL</b>	<b>\$352,083</b>
<u>Law</u>	
Personal Services/Administrative Support	\$186,956
Operation and Maintenance	\$16,756
Allocated Expenses	(\$121,412)
<b>TOTAL</b>	<b>\$82,300</b>
<u>Planning &amp; Zoning</u>	
Personal Services/Administrative Support	\$170,846
Operation and Maintenance	\$16,920
Non Government/Transfers/Refunds	\$100
<b>TOTAL</b>	<b>\$187,866</b>
<u>General Government</u>	
Operation and Maintenance	\$220,330
Non Government/Transfers/Refunds	\$100
<b>TOTAL</b>	<b>\$220,430</b>
<u>Human Resources</u>	
Personal Services/Administrative Support	\$163,908
Operation and Maintenance	\$13,690
Allocated Expenses	(\$152,219)
<b>TOTAL</b>	<b>\$25,379</b>
<u>Purchasing</u>	
Personal Services/Administrative Support	\$69,963
Operation and Maintenance	\$5,071
Allocated Expenses	(\$73,233)
<b>TOTAL</b>	<b>\$1,801</b>

<u>Income Tax</u>		
Personal Services/Administrative Support		\$169,289
Operation and Maintenance		\$199,540
<b>TOTAL</b>		<b>\$368,829</b>
<u>Transfers</u>		
Transfer to NIT Fund 104		\$23,988
Transfer to Parks Fund 105		\$200,000
Transfer to Safety Fund 106		\$3,550,000
Transfer to Forest Hill Mausoleum Fund 110		\$3,920
Transfer to Pro Piqua Fund 128		\$45,000
Transfer to Hotel Debt Service Fund 252		\$347,427
Transfer to Golf 409		\$238,000
Transfer to Ft. Piqua Plaza 410		\$150,855
Transfer to Swimming Pool Fund 415		\$108,000
<b>TOTAL</b>		<b>\$4,667,190</b>
<b>TOTAL GENERAL FUND</b>		<b>\$6,411,019</b>
<b>SEC. 2:</b>	That there be appropriated from the STREET DEPARTMENT FUND (101)	
Personal Services/Administrative Support		\$833,253
Operation and Maintenance		\$1,175,328
Capital Outlay (including labor)		\$87,307
<b>TOTAL</b>		<b>\$2,095,888</b>
<b>SEC. 3:</b>	That there be appropriated from the STREET INCOME TAX FUND (103)	
Operation and Maintenance		\$325,975
Capital Outlay (including labor)		\$2,427,589
Non Government/Transfers/Refunds		\$97,368
<b>TOTAL</b>		<b>\$2,850,932</b>
<b>SEC. 4:</b>	That there be appropriated from the NEIGHBORHOOD IMPROVEMENT TEAM FUND (104)	
Personal Services/Administrative Support		\$7,360
Operation and Maintenance		\$16,628
<b>TOTAL</b>		<b>\$23,988</b>
<b>SEC. 5:</b>	That there be appropriated from the PARK AND RECREATION FUND (105)	
Personal Services/Administrative Support		\$325,819
Operation and Maintenance		\$164,143
Capital Outlay (including labor)		\$100,194
Non Government/Transfers/Refunds		\$200
<b>TOTAL</b>		<b>\$590,356</b>
<b>SEC. 6:</b>	That there be appropriated from the PUBLIC SAFETY FUND (106)	
<u>009 Fire Department</u>		
Personal Services/Administrative Support		\$2,986,555
Operation and Maintenance		\$389,398
Capital Outlay (including labor)		\$161,677
Non Government/Transfers/Refunds		\$69,035
<b>TOTAL</b>		<b>\$3,606,665</b>
<u>014 Police Department</u>		
Personal Services/Administrative Support		\$3,446,858
Operation and Maintenance		\$547,521
Capital Outlay (including labor)		\$45,500
Non-Government/Transfers/Refunds		\$16,816
<b>TOTAL</b>		<b>\$4,056,695</b>
<b>TOTAL PUBLIC SAFETY</b>		<b>\$7,663,360</b>
<b>SEC. 7:</b>	That there be appropriated from the PIQUA TREE FUND (107)	
Operation & Maintenance		\$14,560
<b>TOTAL</b>		<b>\$14,560</b>

<b>SEC. 8:</b>	That there be appropriated from the D.U.I. EDUCATIONAL FUND (109)	
Operation & Maintenance		<u>\$9,000</u>
<b>TOTAL</b>		\$9,000
<b>SEC. 9:</b>	That there be appropriated from the FOREST HILL MAUSOLEUM FUND (110)	
Operation & Maintenance		<u>\$3,920</u>
<b>TOTAL</b>		\$3,920
<b>SEC. 10:</b>	That there be appropriated from the MANDATORY DRUG FINE FUND (111)	
Operation and Maintenance		<u>\$2,600</u>
<b>TOTAL</b>		\$2,600
<b>SEC. 11:</b>	That there be appropriated from the CHIP 2010 FUND (112)	
Operation and Maintenance		<u>\$494,700</u>
<b>TOTAL</b>		\$494,700
<b>SEC. 12:</b>	That there be appropriated from the RENEW PIQUA FUND (114)	
Operation and Maintenance		<u>\$6,000</u>
<b>TOTAL</b>		\$6,000
<b>SEC. 13:</b>	That there be appropriated from the C.H.I.P. PROGRAM INCOME FUND (119)	
Operation and Maintenance		<u>\$10,064</u>
<b>TOTAL</b>		\$10,064
<b>SEC. 14:</b>	That there be appropriated from the POLICE AUXILIARY FUND (120)	
Operation & Maintenance		<u>\$2,625</u>
<b>TOTAL</b>		\$2,625
<b>SEC. 15:</b>	That there be appropriated from the COMMUNITY DEVELOPMENT BLOCK GRANT FUND (122)	
Operation and Maintenance		<u>\$123,900</u>
<b>TOTAL</b>		\$123,900
<b>SEC. 16:</b>	That there be appropriated from the WORKER'S COMP FUND (124)	
Personal Services/Administrative Support		<u>\$300,000</u>
<b>TOTAL</b>		\$300,000
<b>SEC. 17:</b>	That there be appropriated from the INSURANCE RESERVE FUND (125)	
Operation & Maintenance		<u>\$350,000</u>
<b>TOTAL</b>		\$350,000
<b>SEC. 18:</b>	That there be appropriated from the DEMOLITION DEFENSE FUND (126)	
Non Government/Transfers/Refunds		<u>\$35,000</u>
<b>TOTAL</b>		\$35,000
<b>SEC. 19:</b>	That there be appropriated from the ENTERPRISE ZONE APPLICATION FUND (127)	
Operation & Maintenance		<u>\$450</u>
<b>TOTAL</b>		\$450
<b>SEC. 20:</b>	That there be appropriated from the PRO PIQUA FUND (128)	
Operation and Maintenance		<u>\$45,000</u>
<b>TOTAL</b>		\$45,000

2011  
**APPROPRIATIONS**

<b>SEC. 21:</b>	That there be appropriated from the REVOLVING LOAN FUND (130)	
Operation and Maintenance		<u>\$20,250</u>
<b>TOTAL</b>		\$20,250
<b>SEC. 22:</b>	That there be appropriated from the BROWNFIELD EPA GRANT (131)	
Operation and Maintenance		<u>\$400,000</u>
<b>TOTAL</b>		\$400,000
<b>SEC. 23:</b>	That there be appropriated from the COMMUNITY DEVELOPMENT FUND (135)	
Personal Services/Administrative Support		\$220,779
Operation and Maintenance		\$79,757
Allocated Expenses		<u>(\$300,536)</u>
<b>TOTAL</b>		\$0
<b>SEC. 24:</b>	That there be appropriated from the DOWNTOWN REVITALIZATION (GENERAL BUSINESS) FUND (137)	
Operation and Maintenance		<u>\$200,000</u>
<b>TOTAL</b>		\$200,000
<b>SEC. 25:</b>	That there be appropriated from the FEMA FUND (139)	
Personal Services/Administrative Support		<u>\$20,000</u>
<b>TOTAL</b>		\$20,000
<b>SEC. 26:</b>	That there be appropriated from the ECONOMIC DEVELOPMENT REVOLVING LOAN FUND (141)	
Operation and Maintenance		<u>\$200,000</u>
<b>TOTAL</b>		\$200,000
<b>SEC. 27:</b>	That there be appropriated from the AGRICULTURAL REVOLVING LOAN FUND (142)	
Operation and Maintenance		<u>\$250</u>
<b>TOTAL</b>		\$250
<b>SEC. 28:</b>	That there be appropriated from the CLEAN OHIO ASSISTANCE FUND DEMOLITION (144)	
Operation and Maintenance		<u>\$3,000,000</u>
<b>TOTAL</b>		\$3,000,000
<b>SEC. 29:</b>	That there be appropriated from the SPECIAL ASSESSMENT DEBT SERVICE FUND (202)	
Operation and Maintenance		\$69,355
Non Government/Transfers/Refunds		<u>\$29,612</u>
<b>TOTAL</b>		\$98,967
<b>SEC. 30:</b>	That there be appropriated from the OWDA-1995 LOAN WASTEWATER DEBT SERVICE FUND (210)	
Non Government/Transfers/Refunds		<u>\$506,537</u>
<b>TOTAL</b>		\$506,537
<b>SEC. 31:</b>	That there be appropriated from the SIB 25A NOTE '08 FUND (216)	
Non Government/Transfers/Refunds		<u>\$173,755</u>
<b>TOTAL</b>		\$173,755

<b>SEC. 32:</b>	That there be appropriated from the SWIMMING POOL DEBT SERVICE FUND (221)	
Non Government/Transfers/Refunds		<u>\$8,408</u>
<b>TOTAL</b>		\$8,408
<b>SEC. 33:</b>	That there be appropriated from the ELECTRIC G O BONDS DEBT SERVICE FUND (238)	
Non Government/Transfers/Refunds		<u>\$406,752</u>
<b>TOTAL</b>		\$406,752
<b>SEC. 34:</b>	That there be appropriated from the GOLF COURSE EXPANSION G.O. BONDS DEBT SERVICE FUND (243)	
Non Government/Transfers/Refunds		<u>\$166,745</u>
<b>TOTAL</b>		\$166,745
<b>SEC. 35:</b>	That there be appropriated from the PFD PENSION G. O. BONDS DEBT SERVICE FUND (249)	
Non Government/Transfers/Refunds		<u>\$38,438</u>
<b>TOTAL</b>		\$38,438
<b>SEC. 36:</b>	That there be appropriated from the WATER TOWER DEBT SERVICE FUND (250)	
Non Government/Transfers/Refunds		<u>\$132,822</u>
<b>TOTAL</b>		\$132,822
<b>SEC. 37:</b>	That there be appropriated from the WATER TOWER DEBT SERVICE FUND 2006 (251)	
Non Government/Transfers/Refunds		<u>\$14,350</u>
<b>TOTAL</b>		\$14,350
<b>SEC. 38:</b>	That there be appropriated from the HOTEL CONSTRUCTION DEBT SERVICE FUND (252)	
Non Government/Transfers/Refunds		<u>\$348,160</u>
<b>TOTAL</b>		\$348,160
<b>SEC. 39:</b>	That there be appropriated from the INFORMATION TECHNOLOGY '08 G.O. DEBT SERVICE FUND (253)	
Non Government/Transfers/Refunds		<u>\$31,578</u>
<b>TOTAL</b>		\$31,578
<b>SEC. 40:</b>	That there be appropriated from the EQUALIZATION TANK '08 NOTE (OWDA) DEBT SERVICE FUND (254)	
Non Government/Transfers/Refunds		<u>\$303,392</u>
<b>TOTAL</b>		\$303,392
<b>SEC. 41:</b>	That there be appropriated from the FIRE EQUIPMENT '08 G.O. NOTE FUND (255)	
Non/Government/Transfers/Refunds		<u>\$47,650</u>
<b>TOTAL</b>		\$47,650
<b>SEC. 42:</b>	That there be appropriated from the SWIMMING POOL CONSTRUCTION FUND (323)	
Non Government/Transfers/Refunds		<u>\$5</u>
<b>TOTAL</b>		\$5

2011  
APPROPRIATIONS

<b>SEC. 43:</b>	That there be appropriated from the POWER SYSTEM FUND (401)	
Personal Services/Administrative Support		\$2,182,204
Operation and Maintenance		\$21,360,172
Capital Outlay (including labor)		\$2,545,948
Overhead Transfers		(\$270,000)
Non Government/Transfers/Refunds		<u>\$353,352</u>
<b>TOTAL</b>		\$26,171,676
<b>SEC. 44:</b>	That there be appropriated from the WATER SYSTEM FUND (403)	
Personal Services/Administrative Support		\$1,165,551
Operation and Maintenance		\$1,495,396
Capital Outlay (including labor)		\$1,562,192
Non Government/Transfers/Refunds		<u>\$147,116</u>
<b>TOTAL</b>		\$4,370,255
<b>SEC. 45:</b>	That there be appropriated from the WASTEWATER SYSTEM FUND (404)	
Personal Services/Administrative Support		\$1,088,460
Operation and Maintenance		\$1,481,602
Capital Outlay (including labor)		\$153,221
Non Government/Transfers/Refunds		<u>\$706,834</u>
<b>TOTAL</b>		\$3,430,117
<b>SEC. 46:</b>	That there be appropriated from the GARBAGE AND REFUSE FUND (405)	
Personal Services/Administrative Support		\$521,027
Operation and Maintenance		\$1,189,137
Capital Outlay (including labor)		<u>\$45,000</u>
<b>TOTAL</b>		\$1,755,164
<b>SEC. 47:</b>	That there be appropriated from the CITY INCOME TAX ADMINISTRATION FUND (407)	
Non Government/Transfers/Refunds		<u>\$7,450,000</u>
<b>TOTAL</b>		\$7,450,000
<b>SEC. 48:</b>	That there be appropriated from the INFORMATION TECHNOLOGY FUND (408)	
Personal Services/Administrative Support		\$267,848
Operation and Maintenance		\$210,725
Capital Outlay (including labor)		\$415,000
Non Government/Transfers/Refunds		<u>\$16,011</u>
<b>TOTAL</b>		\$909,584
<b>SEC. 49:</b>	That there be appropriated from the GOLF COURSE FUND (409)	
Personal Services/Administrative Support		\$242,168
Operation and Maintenance		\$356,708
Capital Outlay (including labor)		\$122,000
Non Government/Transfers/Refunds		<u>\$163,306</u>
<b>TOTAL</b>		\$884,182
<b>SEC. 50:</b>	That there be appropriated from the FORT PIQUA PLAZA FUND (410)	
Operation & Maintenance		\$236,416
Non Government/Transfers/Refunds		<u>\$3,000</u>
<b>TOTAL</b>		\$239,416
<b>SEC. 51:</b>	That there be appropriated from the STORMWATER UTILITY FUND (411)	
Personal Services/Administrative Support		\$267,563
Operation and Maintenance		\$205,411
Capital Outlay (including labor)		<u>\$343,200</u>
<b>TOTAL</b>		\$816,174

2011  
APPROPRIATIONS

SEC. 52: That there be appropriated from the METER READERS FUND (412)

Personal Services/Administrative Support	\$238,175
Operation and Maintenance	\$28,018
Allocated Expenses	<u>(\$266,193)</u>
<b>TOTAL</b>	\$0

SEC. 53: That there be appropriated from the UTILITIES BUSINESS OFFICE FUND (413)

Personal Services/Administrative Support	\$459,571
Operation and Maintenance	\$385,900
Allocated Expenses	<u>(\$845,471)</u>
<b>TOTAL</b>	\$0

SEC. 54: That there be appropriated from the SWIMMING POOL FUND (415)

Personal Services/Administrative Support	\$78,506
Operation and Maintenance	\$72,517
Capital Outlay (including labor)	\$20,000
Non Government/Transfers/Refunds	<u>\$8,275</u>
<b>TOTAL</b>	\$179,298

SEC. 55: That there be appropriated from the ELECTRIC METER DEPOSIT FUND (603)

Non Government/Transfers/Refunds	<u>\$210,000</u>
<b>TOTAL</b>	\$210,000

SEC. 56: That there be appropriated from the WATER METER DEPOSIT FUND (604)

Non Government/Transfers/Refunds	<u>\$75,000</u>
<b>TOTAL</b>	\$75,000

SEC. 57: That there be appropriated from the UNCLAIMED TRUST FUND (606)

Non Government/Transfers/Refunds	<u>\$1,000</u>
<b>TOTAL</b>	\$1,000

SEC. 58: That there be appropriated from the CONSERVANCY FUND (611)

Operation and Maintenance	<u>\$46,700</u>
<b>TOTAL</b>	\$46,700

SEC. 59: That there be appropriated from the CITY HEALTH INSURANCE FUND (614)

Personal Services/Administrative Support	
Operation and Maintenance	\$2,582,500
Non Government/Transfers/Refunds	<u>\$330,000</u>
<b>TOTAL</b>	\$2,912,500

SEC. 60: That there be appropriated from the EMPLOYEE FLEXIBLE SPENDING FUND (615)

Administrative Support	<u>\$185,000</u>
<b>TOTAL</b>	\$185,000

SEC. 61: That there be appropriated from the WEED CUTTING FUND (735)

Operation and Maintenance	<u>\$20,000</u>
<b>TOTAL</b>	\$20,000

**SEC. 62:** That the sums appropriated are actual expenditures for goods and services or other government functions performed in the calendar year 2011. Future commitments representing encumbrances of fund balance or future receipts will be appropriated in the future year when those services or goods are rendered to the city.

**SEC. 63:** That the sums expended from the appropriations and which are proper charges against any other department or against any person, firm or corporation which are repaid with the period covered by such appropriations shall be considered reappropriated for such original purposes; provided, that the net total of expenditures under any item of said appropriations shall not exceed the amount of the item.

**SEC. 64:** That the Director of Finance is hereby authorized and directed to draw her warrant upon the City Treasury for the amounts appropriated in this order when claims are properly presented and approved, the same to be chargeable to the appropriations for the year 2011 when passed and legally contracted for in conformity by law.

**SEC. 65:** That the Finance Director at the discretion of the City Manager make temporary advances from the General Fund to any Fund to cover temporary shortages of cash until revenues or permanent transfers become available to repay that temporary advance. That these advances shall not exceed \$1,000,000 in the aggregate nor extend past December 31, 2011; except those that are to be reimbursed by federal or state grant programs that were previously approved by this Commission.

**SEC. 66:** That all ordinances, or parts of ordinances, inconsistent with this ordinance be and they are hereby repealed.

1st Reading 11-16-2010  
2nd Reading 12-7-2010 (Amended)

\_\_\_\_\_  
LUCINDA L. FESS, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_

REBECCA J. COOL  
CLERK OF COMMISSION  
AMENDED

**ORDINANCE NO. 34-10**

**AN ORDINANCE REPEALING SCHEDULE A-1 OF  
CHAPTER 33 OF THE PIQUA CODE AND ADOPTING  
A NEW SCHEDULE A-1 OF CHAPTER 33 OF THE PIQUA  
CODE, RELATING TO WAGES OF CERTAIN MUNICIPAL  
EMPLOYEES**

BE IT ORDAINED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that:

SEC. 1: Schedule A-1 of Chapter 33 of the Piqua Code, as adopted by Ordinance No. 21-10, is hereby repealed; and

SEC. 2: Schedule A-1 of Chapter 33 of the Piqua Code (appended hereto as Exhibit "E") is hereby adopted;

SEC. 3: This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

**1<sup>ST</sup> READING 11-16-2010**

**2<sup>ND</sup> READING 12-7-2010**

\_\_\_\_\_  
LUCINDA L. FESS, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
REBECCA J. COOL  
CLERK OF COMMISSION



**CITY COMMISSION MEETING REPORT**

*For the Regular Meeting of November 16, 2010*

*Date: November 11, 2010*

TO: Fred Enderle, City Manager  
FROM: Elaine G. Barton, Human Resources Director  
SUBJECT: Revise Schedule A-1 (Temporary, Seasonal, and Part-time Employees)

**PURPOSE:**

1. *Adopt the ordinance revising Chapter 33- Schedule A-1 increasing the minimum wage rate from \$7.30 per hour to \$7.40 per hour.*

**RECOMMENDATION:**

Adopt Ordinance No. 34-10 to increase the wages of certain temporary, seasonal, and part-time employees.

**BACKGROUND:**

On January 1, 2011, the minimum wage rate in the State of Ohio will be increased from \$7.30 per hour to \$7.40 per hour. There are several positions included on Schedule A-1 that are currently at \$7.30 per hour. Passage of this ordinance will put the City in compliance with state law.

**ALTERNATIVES:**

- 1) Adopt Ordinance No. 34-10 increasing the wage rates of certain temporary, seasonal, and part-time employees to the minimum wage rate to take effect on January 1, 2011.
- 2) Do not adopt the Ordinance and be out of compliance with state law.

**DISCUSSION:**

The increase to the minimum wage rate will amount to a ten cent per hour increase for approximately fourteen positions. The majority of these positions will not be filled in the 2011 budget.

**FINANCIAL IMPACT:**

As the majority of the positions affected will not be filled in 2011, the increase in the wage rate will be minimal. However, it has been accounted for in the 2011 calendar year budget.

**Schedule A-1**  
**November 16, 2010**

**COMMUNITY IMPACT:**

N/A

**CONFORMITY TO CITY PLANS & POLICIES:**

The City will be in compliance with the State of Ohio minimum wage rate requirement.

<b>CLASSIFICATION/ TITLE</b>	<b>HOURLY RATE</b>	
CLERK TYPIST (CO-OP STUDENT)	<b>7.40</b>	
CITY CLERK*	<b>7.40</b>	
CLERK TYPIST A	<b>7.40</b>	
CLERK TYPIST B	7.42	
RECORDS & DATA ENTRY CLERK	7.52	
ACCOUNT CLERK*	9.94	
SECRETARY I*	10.24	
SECRETARY II*	11.82	
ADMINISTRATIVE SECRETARY*	15.52	
ENGINEERING CO-OP I (STUDENT)	9.48	
ENGINEERING CO-OP II (STUDENT)	10.33	
ENGINEERING CO-OP III (STUDENT)	11.13	
ENGINEERING CO-OP IV (STUDENT)	11.97	
PLANNING TECHNICIAN	16.48	
INTERNS	<b>7.40</b> to 12.36	
PARKING CONTROL OFFICER	7.92	
ANIMAL CONTROL OFFICER	<b>7.40</b>	
POWER DISTRIBUTION STOREKEEPER	15.45	
PLUMBING INSPECTOR	19.10	
CONSTRUCTION INSPECTOR	19.10	
PUBLIC HEALTH NURSE	19.10	
STREET SWEEPER	10.00	
LABORER A	7.42	
LABORER B	8.26	
LABORER C	9.18	
CUSTODIAN	<b>7.40</b>	
REFUSE COLLECTOR	<b>7.40</b>	
MAINTENANCE WORKER	<b>7.40</b>	
STREET DEPT. MAINTENANCE SUPV.	9.91	
SEASONAL GOLF COURSE MAINT. LABORER A	7.42	plus free golf**
SEASONAL GOLF COURSE MAINT. LABORER B	8.26	plus free golf**
SEASONAL GOLF COURSE MAINT. LABORER C	9.18	plus free golf**
SUMMER GOLF COURSE MAINT. LABORER A	<b>7.40</b>	plus free golf**
SUMMER GOLF COURSE MAINT. LABORER B	<b>7.40</b>	plus free golf**
SUMMER GOLF COURSE MAINT. LABORER C	7.45	plus free golf**
GOLF COURSE CLUBHOUSE ATTENDANT	7.42	plus free golf**
CART/RANGE ATTENDANT	<b>7.40</b>	plus free golf**
FOOD SERVICE ATTENDANT (GOLF)	<b>7.40</b>	plus free golf**
LIFEGUARD A	<b>7.40</b>	
LIFEGUARD B	<b>7.40</b>	
LIFEGUARD C	7.45	
TICKET WINDOW ATTENDANT A	<b>7.40</b>	
TICKET WINDOW ATTENDANT B	<b>7.40</b>	
HEAD TICKET WINDOW ATTEND. A	7.45	
HEAD TICKET WINDOW ATTEND. B	7.83	
RECREATION LEADER	7.79	
RECREATION ASSISTANT	<b>7.40</b>	
SPORTS INSTRUCTOR	8.53 to 17.06	
DANCE/FITNESS INSTRUCTOR	8.53 to 17.06	
POOL MANAGER	524.45	WEEKLY RATE
ASSISTANT POOL MANAGER A	362.35	WEEKLY RATE
ASSISTANT POOL MANAGER B	379.65	WEEKLY RATE
HEAD LIFE GUARD A	312.91	WEEKLY RATE
HEAD LIFE GUARD B	330.22	WEEKLY RATE
ASSISTANT LAW DIRECTOR	823.40	WEEKLY RATE

\*These are confidential employees and are not in any bargaining unit.

\*\*certain restrictions do apply - must work a minimum of 20 hours per week



## Department of Commerce

Division of Industrial Compliance  
& Labor

Ted Strickland, Governor  
Kimberly A. Zurz, Director

### 2011 Ohio Minimum Wage

The 2011 Ohio Minimum Wage is as follows:

- \$7.40 per hour for non-tipped employees
- \$3.70 per hour for tipped employees (plus tips)

The Ohio Minimum Wage is \$7.25 per hour (tied to the federal minimum wage) for:

- Those employees whose employers gross \$271,000 or less per year
- 14 & 15 year olds

**ORDINANCE NO. 35-10**

**AN ORDINANCE TO VACATE A PUBLIC ALLEY RIGHT OF WAY**

WHEREAS, pursuant to Piqua Charter Section 98, the City Commission adopted Resolution No. 127-10 declaring its intent to vacate an unimproved public alley right of way located west of S. Main Street between Hemm Avenue and Statler Avenue; and

WHEREAS, a notice of the declaration of intent to vacate the subject right of way was served to the abutting property owners and published in the local newspaper; and

WHEREAS, the notice of the declaration of intent stated the time and place at which objections could be presented before the Planning Commission; and

WHEREAS, the Planning Commission met at in open session and took public comment regarding the proposed public right of way vacation; and

WHEREAS, the Planning Commission after hearing the item and considering the public comments received and information provided, recommended approving the vacation of an unimproved public alley right of way located west of S. Main Street between Hemm Avenue and Statler Avenue, as shown on the exhibit and the vacation plat drawing attached hereto; and

WHEREAS, pursuant to Piqua Charter Section 98, vacation of public right of way must be adopted by Ordinance by this Commission;

NOW, THEREFORE, BE IT ORDAINED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that:

SEC. 1: This Commission hereby takes the action necessary to authorize and approve the vacation of an unimproved public alley right of way located west of S. Main Street between Hemm Avenue and Statler Avenue, as shown on the exhibit and the vacation plat drawing attached hereto.

SEC. 2: The City Manager shall cause the affected portion of right of way to be vacated and all appropriate and necessary legal instruments supporting such action to be properly recorded.

SEC. 3: This Ordinance shall take precedent over all prior Ordinances or Resolutions pertaining to the affected public right of way.

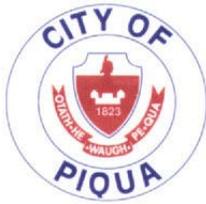
SEC. 4: This Ordinance shall take effect and be in force from and after the earliest period allowed by law

\_\_\_\_\_  
LUCINDA L. FESS, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_

REBECCA J. COOL  
CLERK OF COMMISSION



## *CITY COMMISSION MEETING REPORT*

*For the Regular Meeting of December 21, 2010*

TO: Fred Enderle, City Manager  
FROM: Chris Schmiesing, City Planner  
SUBJECT: Petition to vacate an unimproved platted public alley right-of-way

### **PURPOSE:**

Approve an Ordinance to vacate an unimproved platted public alley right-of-way.

### **RECOMMENDATION:**

Approve the Ordinance to vacate the subject right-of-way in accordance with City of Piqua Charter Section 98.

### **BACKGROUND:**

The city of Piqua Municipal Power System has purchased the property located on either side of the subject alley way and desires to consolidate the parcels into one tract of land. The purpose for combining the parcels is to create one tract large enough to accommodate an improvement project proposed at this site. The subject right-of-way is currently vacant with no existing surface improvements found at this location. The primary land use in this area is light industrial.

### **ALTERNATIVES:**

- 1) Approve Ordinance and authorize vacating the subject public right-of-way.
- 2) Defeat the Ordinance and refuse to vacate the subject public right-of-way.

### **DISCUSSION:**

The subject alley right-of-way is unimproved and there are no adjacent properties that use or depend upon this right-of-way for access. Vacating the alley right-of-way will allow the property to be combined with the adjoining properties to create larger tract suitable for a proposed improvement project.

Public notification of the public hearing to discuss the proposed public right-of-way vacation was provided in accordance with the applicable Charter provisions. At the public hearing conducted by the Planning Commission to discuss this item there were no public comments received. After considering all testimony and information provided, the Planning Commission voted 4-0 in favor of recommending approval of the proposed alley vacation.

### **FINANCIAL IMPACT:**

Vacating the subject right-of-way will have no adverse fiscal impact on the City.

### **COMMUNITY IMPACT:**

Approval of the right-of-way vacation will allow for plans to construct a modern Power System service center at this location to move forward, further enhancing the quality and efficiency of the

Power System services provided to the community. The proposed vacation would have no adverse affect on the surrounding property owners or the interest of the general public.

**CONFORMITY TO CITY PLANS & POLICIES:**

The proposed vacation is consistent and compatible with all adopted City plans and policies, including the Goal, Principles, and Objectives and Strategies outlined in the Land Use and Utilities chapters of the Plan It Piqua Comprehensive Plan document.

RESOLUTION No. PC 21-10

WHEREAS, the Piqua Power System, owner of the adjacent parcels located in the City of Piqua, being in a district zoned I-2 (Heavy Industrial), has submitted a request to vacate an unimproved public alley right of way; and,

WHEREAS, the City of Piqua City Commission has declared their intent to consider the vacation of the subject right of way and referred the item to the Planning Commission for study and a recommendation; and,

WHEREAS, section 98 of the Piqua Charter provides the procedure for considering a right of way vacation request; and,

WHEREAS, the Planning Commission has studied the request, conducted a public hearing on the matter, and has established as fact that the portion of public right of way proposed for vacation:

- Is unimproved and does not provide essential access to surrounding properties
- Is unoccupied by public utilities or other uses commonly located within public right of way
- Is not identified on any transportation plan indicating the right of is or will be necessary
- Is not essential to any existing or future development or use of the surrounding properties

NOW THEREFORE BE IT RESOLVED, board member Mr. Oda hereby moves to Approve the request, as described by this resolution, the testimony provided, and the documents attached hereto, the motion is seconded by board member Mrs. Franz, and the voting record on this motion is herby recorded as follows.

---

	AYE	NAY	ABSTAIN	ABSENT
Mr. Jim Oda	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mr. Brad Bulp	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mr. Mike Taylor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Mrs. Jean Franz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mr. Mark Spoltman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

RESOLUTION NO. R-127-10

A RESOLUTION OF INTENT TO VACATE  
PUBLIC RIGHT-OF-WAY

WHEREAS, pursuant to Piqua Charter Section 98, this Commission must adopt a resolution expressing its intention to vacate a portion of platted alley right-of-way located west of S. Main Street between Hemm Avenue and Statler Avenue.

NOW, THEREFORE, BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that:

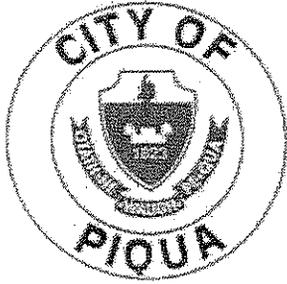
SEC. 1: This Commission hereby intends to vacate a portion of platted alley right-of-way located west of S. Main Street between Hemm Avenue and Statler Avenue, as described in Exhibit "A" attached hereto. The City Manager or his duly authorized representative is hereby directed to cause notice of this Resolution to be served by certified mail upon all persons whose property abuts said tract. Said notice shall state the time and place at which objections can be heard by the Planning Commission.

SEC. 2: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

  
LUCINDA L. FESS, MAYOR

PASSED: October 19, 2010

ATTEST: Rebecca J. Cool  
REBECCA J. COOL  
CLERK OF COMMISSION



## **LEGAL NOTICE**

Publish Date: November 27, 2010

Pursuant to Section 98 of the City of Piqua Charter, notice is hereby given that the City Commission has declared their intent to vacate an unimproved portion of dedicated alley right of way located west of S. Main Street and south of Hemm Avenue, and on Tuesday, December 14, 2010 at 6:00 p.m. in the Commission Chambers at the Municipal Government Complex, located at 201 West Water Street; Piqua, Ohio, the Piqua Planning Commission will meet in regular session to consider this item and hear any objections thereto.

Contact: Chris Schmiesing, City Planner  
Phone (937) 778-2049  
Email [cschmiesing@piquaoh.org](mailto:cschmiesing@piquaoh.org)

# ALLEY VACATION IN CITY OF PIQUA, MIAMI COUNTY, OHIO

DESCRIPTION: BEING A VACATION OF THE ALLEY ADJACENT AND TO THE WEST OF PLOT 7541 FROM THE SOUTH RIGHT OF WAY LINE OF HEMM AVENUE TO THE NORTH RIGHT OF WAY LINE OF STATLER AVENUE AS SHOWN IN THE REPLAT PART INTEREST AREA AS RECORDED IN MIAMI COUNTY RECORDER'S PLAT RECORDS PLAT BOOK 14 PAGE 13 AND AS DESCRIBED IN THE ANNEXATION TO THE CITY OF PIQUA AS RECORDED IN MIAMI COUNTY RECORDER'S PLAT RECORDS PLAT BOOK 9 PAGE 71.

VOLUME \_\_\_\_\_ PAGE \_\_\_\_\_  
 MIAMI COUNTY RECORDER'S RECORD OF PLATS  
 RECEIVED FOR RECORD THIS \_\_\_\_\_ DAY  
 OF \_\_\_\_\_ 201\_\_\_\_ AT \_\_\_\_\_ M.  
 FILE # \_\_\_\_\_ AT \_\_\_\_\_ FREE \$ \_\_\_\_\_  
 MIAMI COUNTY RECORDER BY DEPUTY RECORDER  
 MIAMI COUNTY AUDITOR DAY OF \_\_\_\_\_ 201\_\_\_\_  
 TRANSFERRED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 201\_\_\_\_  
 MIAMI COUNTY AUDITOR  
 BY DEPUTY AUDITOR



BASE OF BEARING IS THE CENTERLINE OF COUNTY ROAD 25-A AS RECORDED IN THE CENTERLINE SURVEY PLAT 12, PAGE 78-C.

LEGEND:  
 \* 8/2011 PIN FOUND UNLESS OTHERWISE NOTED  
 ALLEY VACATED BY THIS PLAT  
 EX. CITY OF PIQUA COMPOSITION LINE

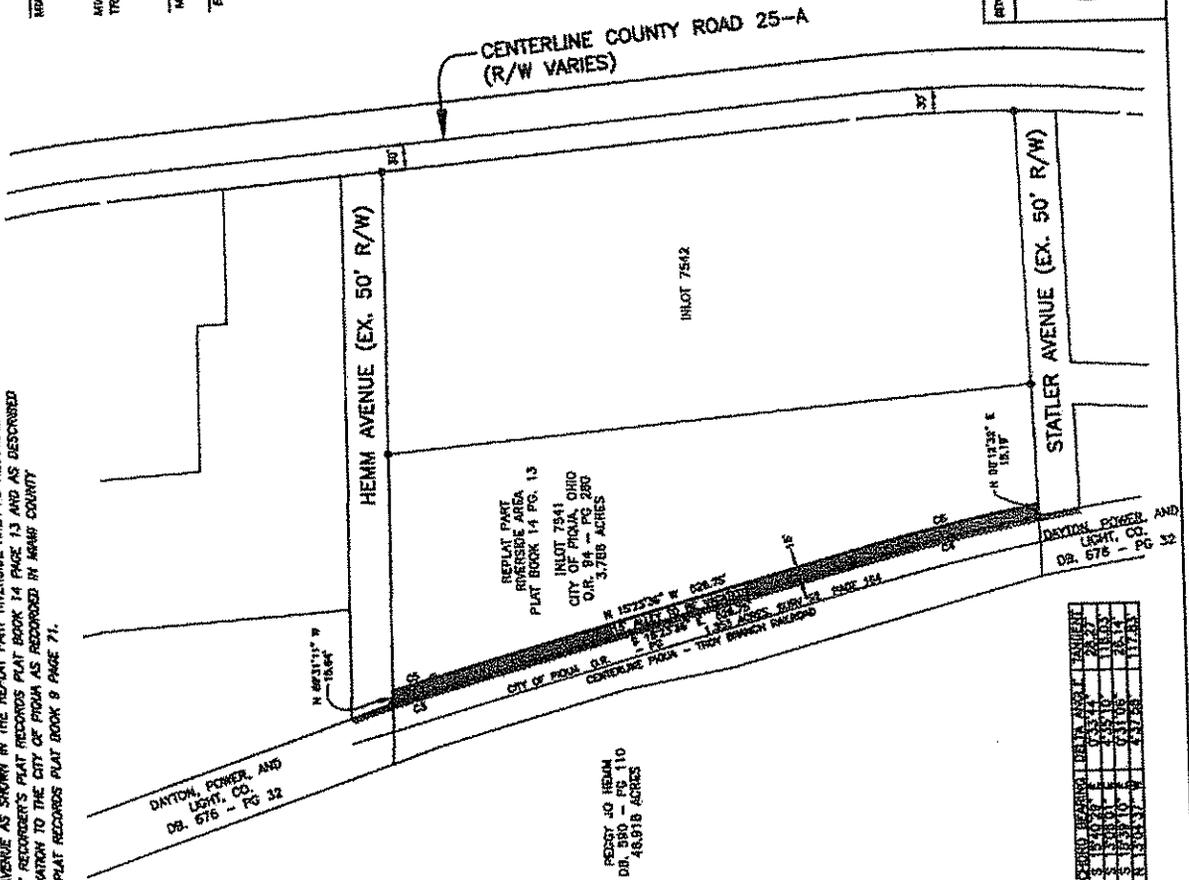
REFERENCES:  
 PLAT RECORDS  
 PLAT 14, PAGE 13  
 PLAT 20-A  
 LAND SURVEY VOLUME 52 PAGE 164

REDS AS REFERENCED HERETO

PHILIP C. BRUMBAUGH  
 DED. REGISTERED PROFESSIONAL SURVEYOR #5007



BRUMBAUGH ENGINEERING & SURVEYING, LLC  
 1108 SOUTH MAHAR STREET  
 WHEAT RIDGE, OHIO 45383  
 PH: (637) 698-3000  
 FAX: (637) 898-3928



DAYTON, POWER, AND LIGHT, CO. PG. 32

PEDESTAL HEAD 48,918 ACRES

This Vacation Plat was Reviewed and Approved this \_\_\_\_\_ Day of \_\_\_\_\_, 2010  
 Christopher W. Schweininger  
 City of Piqua - Planner

This Vacation Plat was Reviewed and Approved by the City of Piqua Planning Commission this \_\_\_\_\_ Day of \_\_\_\_\_, 2010  
 Chairman \_\_\_\_\_  
 Secretary \_\_\_\_\_

This Vacation Plat was Reviewed and Approved by the City of Piqua Commission this \_\_\_\_\_ Day of \_\_\_\_\_, 2010  
 Mayor \_\_\_\_\_  
 Clerk of Commission \_\_\_\_\_

CURVE	MAINS	ARC	CHORD	LENGTH	PERCENT	BEARING	AREA	T. VARIETY
1	576.44	50.00	586.41	16.74	100.00	282.70	282.70	0.00
2	576.44	50.00	586.41	16.74	100.00	282.70	282.70	0.00
3	576.44	50.00	586.41	16.74	100.00	282.70	282.70	0.00
4	576.44	50.00	586.41	16.74	100.00	282.70	282.70	0.00
5	576.44	50.00	586.41	16.74	100.00	282.70	282.70	0.00
6	576.44	50.00	586.41	16.74	100.00	282.70	282.70	0.00
7	576.44	50.00	586.41	16.74	100.00	282.70	282.70	0.00
8	576.44	50.00	586.41	16.74	100.00	282.70	282.70	0.00
9	576.44	50.00	586.41	16.74	100.00	282.70	282.70	0.00
10	576.44	50.00	586.41	16.74	100.00	282.70	282.70	0.00

EXHIBIT A



GREAT MIAMI RIVER

S. MAIN STREET

STATLER AVE

HEMM AVE

Proposed  
Unimproved Alley  
Vacation



PROPOSED ALLEY VACATION

**ORDINANCE NO. 36-10**  
**AN EMERGENCY ORDINANCE TO MAKE APPROPRIATIONS FOR THE**  
**CITY OF PIQUA, OHIO FOR THE YEAR 2010**

BE IT ORDAINED by the Commission of the City of Piqua, Miami County,  
Ohio, the majority of all members elected or appointed thereto concurring:

**SEC. 1:** That there be appropriated from the GENERAL FUND (001)

<u>ACCOUNT</u>	<u>2010 INITIAL APPROPRIATION</u>	<u>2010 REVISED APPROPRIATION</u>	<u>2010 FINAL APPROPRIATION</u>
<u>City Building</u>			
Personal Services/Administrative Support	\$50,814	\$32,814	\$23,817
Operation and Maintenance	\$73,635	\$91,635	\$93,025
Allocated Expenses	(\$29,340)	(\$29,340)	(\$13,752)
<b>TOTAL</b>	<b>\$95,109</b>	<b>\$95,109</b>	<b>\$103,090</b>
<u>City Commission</u>			
Personal Services/Administrative Support	\$34,123	\$34,123	\$34,045
Operation and Maintenance	\$44,913	\$46,517	\$43,615
<b>TOTAL</b>	<b>\$79,036</b>	<b>\$80,640</b>	<b>\$77,660</b>
<u>City Manager</u>			
Personal Services/Administrative Support	\$226,931	\$226,931	\$213,231
Operation and Maintenance	\$20,311	\$25,311	\$23,878
Allocated Expenses	(\$180,981)	(\$184,641)	(\$173,564)
<b>TOTAL</b>	<b>\$66,261</b>	<b>\$67,601</b>	<b>\$63,545</b>
<u>Civil Service</u>			
Operation and Maintenance	\$16,300	\$16,300	\$15,125
<b>TOTAL</b>	<b>\$16,300</b>	<b>\$16,300</b>	<b>\$15,125</b>
<u>Engineering</u>			
Personal Services/Administrative Support	\$343,004	\$343,004	\$336,549
Operation and Maintenance	\$30,980	\$30,980	\$28,324
Allocated Expenses	(\$304,498)	(\$304,498)	(\$297,080)
<b>TOTAL</b>	<b>\$69,486</b>	<b>\$69,486</b>	<b>\$67,793</b>
<u>Finance</u>			
Personal Services/Administrative Support	\$583,882	\$583,882	\$530,016
Operation and Maintenance	\$24,747	\$24,747	\$23,896
Allocated Expenses	(\$421,536)	(\$421,536)	(\$383,639)
<b>TOTAL</b>	<b>\$187,093</b>	<b>\$187,093</b>	<b>\$170,273</b>
<u>Health</u>			
Personal Services/Administrative Support	\$346,431	\$346,431	\$265,118
Operation and Maintenance	\$104,177	\$104,177	\$91,639
Non Government/Transfers/Refunds	\$0	\$198	\$250
<b>TOTAL</b>	<b>\$450,608</b>	<b>\$450,806</b>	<b>\$357,007</b>
<u>Law</u>			
Personal Services/Administrative Support	\$192,353	\$192,353	\$187,053
Operation and Maintenance	\$16,788	\$16,788	\$18,653
Allocated Expenses	(\$124,648)	(\$124,648)	(\$122,601)
<b>TOTAL</b>	<b>\$84,493</b>	<b>\$84,493</b>	<b>\$83,105</b>
<u>Planning &amp; Zoning</u>			
Personal Services/Administrative Support	\$179,288	\$179,288	\$170,888
Operation and Maintenance	\$34,768	\$34,768	\$17,018
	\$100	\$100	\$100
<b>TOTAL</b>	<b>\$214,156</b>	<b>\$214,156</b>	<b>\$188,006</b>
<u>General Government</u>			
Operation and Maintenance	\$201,930	\$236,930	\$243,130
Non Government/Transfers/Refunds	\$125	\$125	\$100
<b>TOTAL</b>	<b>\$202,055</b>	<b>\$237,055</b>	<b>\$243,230</b>

	<u>2010 INITIAL APPROPRIATION</u>	<u>2010 REVISED APPROPRIATION</u>	<u>2010 FINAL APPROPRIATION</u>
<u>Human Resources</u>			
Personal Services/Administrative Support	\$183,096	\$183,096	\$159,996
Operation and Maintenance	\$18,898	\$18,898	\$13,982
Allocated Expenses	(\$173,412)	(\$173,412)	(\$149,117)
<b>TOTAL</b>	<b>\$28,582</b>	<b>\$28,582</b>	<b>\$24,861</b>
<u>Purchasing</u>			
Personal Services/Administrative Support	\$75,215	\$75,215	\$67,377
Operation and Maintenance	\$4,603	\$4,603	\$4,186
Allocated Expenses	(\$77,902)	(\$77,902)	(\$69,845)
<b>TOTAL</b>	<b>\$1,916</b>	<b>\$1,916</b>	<b>\$1,718</b>
<u>Income Tax</u>			
Personal Services/Administrative Support	\$200,012	\$200,012	\$167,252
Operation and Maintenance	\$180,097	\$180,097	\$177,174
<b>TOTAL</b>	<b>\$380,109</b>	<b>\$380,109</b>	<b>\$344,426</b>
<u>Transfers</u>			
Transfer to NIT Fund 104	\$26,300	\$26,300	\$10,399
Transfer to Parks Fund 105	\$320,000	\$320,000	\$260,000
Transfer to Safety Fund 106	\$4,200,000	\$4,200,000	\$4,050,000
Transfer to Forest Hill Mausoleum Fund 110	\$5,650	\$30,000	\$30,000
Transfer to Pro Piqua Fund 128	\$42,497	\$42,497	\$45,575
Transfer to Building Facility Bonds Fund 248	\$543,295	\$543,295	\$497,161
Transfer to Hotel Debt Service Fund 252	\$351,095	\$351,095	\$351,095
Transfer to Golf 409	\$130,000	\$130,000	\$191,640
Transfer to Ft. Piqua Plaza 410	\$132,000	\$132,000	\$146,674
Transfer to Swimming Pool Fund 415	\$108,020	\$108,020	\$73,678
<b>TOTAL</b>	<b>\$5,858,857</b>	<b>\$5,883,207</b>	<b>\$5,656,222</b>
<b>TOTAL GENERAL FUND</b>	<b>\$7,734,061</b>	<b>\$7,796,553</b>	<b>\$7,396,061</b>
<b>SEC. 2:</b> That there be appropriated from the STREET DEPARTMENT FUND (101)			
Personal Services/Administrative Support	\$948,448	\$948,448	\$899,885
Operation and Maintenance	\$1,093,139	\$1,128,139	\$1,017,814
Capital Outlay (including labor)	\$130,200	\$130,200	\$132,200
Non Government/Transfers/Refunds	\$0	\$25	\$25
<b>TOTAL</b>	<b>\$2,171,787</b>	<b>\$2,206,812</b>	<b>\$2,049,924</b>
<b>SEC. 3:</b> That there be appropriated from the STREET INCOME TAX FUND (103)			
Operation and Maintenance	\$276,083	\$320,883	\$474,918
Capital Outlay (including labor)	\$1,690,399	\$1,645,599	\$1,160,080
Non Government/Transfers/Refunds	\$63,816	\$92,669	\$92,668
<b>TOTAL</b>	<b>\$2,030,298</b>	<b>\$2,059,151</b>	<b>\$1,727,666</b>
<b>SEC. 4:</b> That there be appropriated from the NEIGHBORHOOD IMPROVEMENT TEAM FUND (104)			
Personal Services/Administrative Support	\$4,424	\$4,424	\$3,771
Operation and Maintenance	\$21,876	\$21,876	\$6,628
<b>TOTAL</b>	<b>\$26,300</b>	<b>\$26,300</b>	<b>\$10,399</b>
<b>SEC. 5:</b> That there be appropriated from the PARK AND RECREATION FUND (105)			
Personal Services/Administrative Support	\$432,941	\$432,941	\$360,689
Operation and Maintenance	\$253,507	\$253,507	\$221,647
Capital Outlay (including labor)	\$101,000	\$101,000	\$12,000
Non Government/Transfers/Refunds	\$400	\$400	\$200
<b>TOTAL</b>	<b>\$787,848</b>	<b>\$787,848</b>	<b>\$594,536</b>

**SEC. 6:**            That there be appropriated from the PUBLIC SAFETY FUND (106)

009 Fire Department

Personal Services/Administrative Support	\$3,271,165	\$3,271,165	\$3,243,770
Operation and Maintenance	\$384,633	\$384,633	\$344,029
Capital Outlay (including labor)	\$329,980	\$329,980	\$40,000
Non Government/Transfers/Refunds	\$70,707	\$70,707	\$70,707
<b>TOTAL</b>	<b>\$4,056,485</b>	<b>\$4,056,485</b>	<b>\$3,698,506</b>

014 Police Department

Personal Services/Administrative Support	\$3,958,214	\$3,958,214	\$3,745,267
Operation and Maintenance	\$577,999	\$611,116	\$573,048
Capital Outlay (including labor)	\$198,300	\$198,300	\$168,921
Non-Government/Transfers/Refunds	\$17,187	\$17,187	\$17,187
<b>TOTAL</b>	<b>\$4,751,700</b>	<b>\$4,784,817</b>	<b>\$4,504,423</b>

**TOTAL PUBLIC SAFETY**

<b>\$8,808,185</b>	<b>\$8,841,302</b>	<b>\$8,202,929</b>
--------------------	--------------------	--------------------

**SEC. 7:**            That there be appropriated from the PIQUA TREE FUND (107)

Operation & Maintenance	\$11,517	\$11,517	\$13,439
<b>TOTAL</b>	<b>\$11,517</b>	<b>\$11,517</b>	<b>\$13,439</b>

**SEC. 8:**            That there be appropriated from the D.U.I. EDUCATIONAL FUND (109)

Operation & Maintenance	\$7,000	\$7,000	\$0
<b>TOTAL</b>	<b>\$7,000</b>	<b>\$7,000</b>	<b>\$0</b>

**SEC. 9:**            That there be appropriated from the FOREST HILL MAUSOLEUM FUND (110)

Operation & Maintenance	\$5,650	\$30,000	\$21,692
<b>TOTAL</b>	<b>\$5,650</b>	<b>\$30,000</b>	<b>\$21,692</b>

**SEC.10:**            That there be appropriated from the MADATORY DRUG FINE FUND (111)

Operation and Maintenance	\$1,800	\$1,800	\$0
<b>TOTAL</b>	<b>\$1,800</b>	<b>\$1,800</b>	<b>\$0</b>

**SEC.11:**            That there be appropriated from the COMPREHENSIVE HOUSING IMPROVEMENT PLAN 2010 (112)

Operation and Maintenance	\$0	\$16,000	\$5,300
<b>TOTAL</b>	<b>\$0</b>	<b>\$16,000</b>	<b>\$5,300</b>

**SEC. 12:**            That there be appropriated from the RENEW PIQUA FUND (114)

Operation and Maintenance	\$6,914	\$6,914	\$4,000
<b>TOTAL</b>	<b>\$6,914</b>	<b>\$6,914</b>	<b>\$4,000</b>

**SEC. 13:**            That there be appropriated from the NATIONAL STABILIZATION PROGRAM FUND (118)

Operation and Maintenance	\$353,000	\$353,000	\$53,827
<b>TOTAL</b>	<b>\$353,000</b>	<b>\$353,000</b>	<b>\$53,827</b>

**SEC. 14:**            That there be appropriated from the C.H.I.P. PROGRAM INCOME FUND (119)

Operation and Maintenance	\$24,945	\$29,036	\$25,815
<b>TOTAL</b>	<b>\$24,945</b>	<b>\$29,036</b>	<b>\$25,815</b>

**SEC. 15:**            That there be appropriated from the POLICE AUXILIARY FUND (120)

Operation & Maintenance	\$3,125	\$3,125	\$2,625
<b>TOTAL</b>	<b>\$3,125</b>	<b>\$3,125</b>	<b>\$2,625</b>

<b>SEC. 16:</b>	That there be appropriated from the COMMUNITY DEVELOPMENT BLOCK GRANT FUND (122)			
	Operation and Maintenance	\$57,700	\$57,700	\$54,123
	Capital Outlay (including labor)	\$91,818	\$91,818	\$85,400
	<b>TOTAL</b>	<b>\$149,518</b>	<b>\$149,518</b>	<b>\$139,523</b>
<b>SEC. 17:</b>	That there be appropriated from the WORKER'S COMP FUND (124)			
	Personal Services/Administrative Support	\$275,000	\$275,000	\$283,628
	<b>TOTAL</b>	<b>\$275,000</b>	<b>\$275,000</b>	<b>\$283,628</b>
<b>SEC. 18:</b>	That there be appropriated from the INSURANCE RESERVE FUND (125)			
	Operation & Maintenance	\$300,000	\$315,950	\$315,950
	<b>TOTAL</b>	<b>\$300,000</b>	<b>\$315,950</b>	<b>\$315,950</b>
<b>SEC. 19:</b>	That there be appropriated from the DEMOLITION DEFENSE FUND (126)			
	Non Government/Transfers/Refunds	\$35,000	\$35,000	\$35,000
	<b>TOTAL</b>	<b>\$35,000</b>	<b>\$35,000</b>	<b>\$35,000</b>
<b>SEC. 20:</b>	That there be appropriated from the ENTERPRISE ZONE APPLICATION FUND (127)			
	Operation & Maintenance	\$450	\$600	\$600
	<b>TOTAL</b>	<b>\$450</b>	<b>\$600</b>	<b>\$600</b>
<b>SEC. 21:</b>	That there be appropriated from the PRO PIQUA FUND (128)			
	Operation and Maintenance	\$42,497	\$42,497	\$45,575
	<b>TOTAL</b>	<b>\$42,497</b>	<b>\$42,497</b>	<b>\$45,575</b>
<b>SEC. 22:</b>	That there be appropriated from the REVOLVING LOAN FUND (130)			
	Operation and Maintenance	\$20,250	\$20,250	\$1,500
	<b>TOTAL</b>	<b>\$20,250</b>	<b>\$20,250</b>	<b>\$1,500</b>
<b>SEC. 23:</b>	That there be appropriated from the BROWNFIELD EPA GRANT (131)			
	Operation and Maintenance	\$400,000	\$400,000	\$0
	<b>TOTAL</b>	<b>\$400,000</b>	<b>\$400,000</b>	<b>\$0</b>
<b>SEC. 24:</b>	That there be appropriated from the COMPREHENSIVE HOUSING IMPROVEMENT PROGRAM FY 2008 FUND (132)			
	Operation and Maintenance	\$381,080	\$381,080	\$355,319
	<b>TOTAL</b>	<b>\$381,080</b>	<b>\$381,080</b>	<b>\$355,319</b>
<b>SEC. 25:</b>	That there be appropriated from the COMMUNITY DEVELOPMENT FUND (135)			
	Personal Services/Administrative Support	\$220,845	\$220,845	\$213,960
	Operation and Maintenance	\$72,154	\$72,154	\$83,529
	Allocated Expenses	(\$292,999)	(\$292,999)	(\$297,489)
	<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>SEC. 26:</b>	That there be appropriated from the DOWNTOWN REVITALIZATION (GENERAL BUSINESS) FUND (137)			
	Operation and Maintenance	\$200,000	\$200,000	\$0
	<b>TOTAL</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$0</b>

<b>SEC. 27:</b>	That there be appropriated from the FEMA FUND (139)			
	Personal Services/Administrative Support	\$20,000	\$20,000	\$5,725
<b>TOTAL</b>		\$20,000	\$20,000	\$5,725
<b>SEC. 28:</b>	That there be appropriated from the ECONOMIC DEVELOPMENT REVOLVING LOAN FUND (141)			
	Operation and Maintenance	\$200,000	\$200,000	\$0
<b>TOTAL</b>		\$200,000	\$200,000	\$0
<b>SEC. 29:</b>	That there be appropriated from the AGRICULTURAL REVOLVING LOAN FUND (142)			
	Operation and Maintenance	\$90,000	\$90,000	\$90,000
<b>TOTAL</b>		\$90,000	\$90,000	\$90,000
<b>SEC. 30:</b>	That there be appropriated from the COAF HOSPITAL DEMOLITION FUND (144)			
	Operation and Maintenance	\$0	\$199,903	\$199,903
<b>TOTAL</b>		\$0	\$199,903	\$199,903
<b>SEC. 31:</b>	That there be appropriated from the SPECIAL ASSESSMENT DEBT SERVICE FUND (202)			
	Operation and Maintenance	\$69,070	\$69,070	\$69,070
	Non Government/Transfers/Refunds	\$28,526	\$28,526	\$28,526
<b>TOTAL</b>		\$97,596	\$97,596	\$97,596
<b>SEC. 32:</b>	That there be appropriated from the OWDA-1995 LOAN WASTEWATER DEBT SERVICE FUND (210)			
	Non Government/Transfers/Refunds	\$506,538	\$506,538	\$506,538
<b>TOTAL</b>		\$506,538	\$506,538	\$506,538
<b>SEC. 33:</b>	That there be appropriated from the SIB 25A NOTE '08 FUND (216)			
	Non Government/Transfers/Refunds	\$86,343	\$86,343	\$86,878
<b>TOTAL</b>		\$86,343	\$86,343	\$86,878
<b>SEC. 34:</b>	That there be appropriated from the SWIMMING POOL DEBT SERVICE FUND (221)			
	Non Government/Transfers/Refunds	\$8,613	\$8,613	\$8,613
<b>TOTAL</b>		\$8,613	\$8,613	\$8,613
<b>SEC. 35:</b>	That there be appropriated from the ELECTRIC G O BONDS DEBT SERVICE FUND (238)			
	Non Government/Transfers/Refunds	\$404,072	\$404,072	\$404,072
<b>TOTAL</b>		\$404,072	\$404,072	\$404,072
<b>SEC. 36:</b>	That there be appropriated from the GOLF COURSE EXPANSION G.O. BONDS DEBT SERVICE FUND (243)			
	Non Government/Transfers/Refunds	\$170,805	\$170,805	\$170,805
<b>TOTAL</b>		\$170,805	\$170,805	\$170,805
<b>SEC. 37:</b>	That there be appropriated from the BUILDING FACILITY G. O. BONDS DEBT SERVICE FUND (248)			
	Non Government/Transfers/Refunds	\$545,746	\$545,746	\$545,746
<b>TOTAL</b>		\$545,746	\$545,746	\$545,746
<b>SEC. 38:</b>	That there be appropriated from the PFDP PENSION G. O. BONDS DEBT SERVICE FUND (249)			
	Non Government/Transfers/Refunds	\$39,688	\$39,688	\$39,688
<b>TOTAL</b>		\$39,688	\$39,688	\$39,688

<b>SEC. 39:</b>	That there be appropriated from the WATER TOWER DEBT SERVICE FUND (250)			
Non Government/Transfers/Refunds		<u>\$132,822</u>	<u>\$132,822</u>	<u>\$132,822</u>
<b>TOTAL</b>		\$132,822	\$132,822	\$132,822
<b>SEC. 40:</b>	That there be appropriated from the WATER TOWER DEBT SERVICE FUND 2006 (251)			
Non Government/Transfers/Refunds		<u>\$14,351</u>	<u>\$14,351</u>	<u>\$14,351</u>
<b>TOTAL</b>		\$14,351	\$14,351	\$14,351
<b>SEC. 41:</b>	That there be appropriated from the HOTEL CONSTRUCTION DEBT SERVICE FUND (252)			
Non Government/Transfers/Refunds		<u>\$353,112</u>	<u>\$353,112</u>	<u>\$353,112</u>
<b>TOTAL</b>		\$353,112	\$353,112	\$353,112
<b>SEC. 42:</b>	That there be appropriated from the INFORMATION TECHNOLOGY '08 G.O. DEBT SERVICE FUND (253)			
Non Government/Transfers/Refunds		<u>\$75,466</u>	<u>\$75,466</u>	<u>\$0</u>
<b>TOTAL</b>		\$75,466	\$75,466	\$0
<b>SEC. 43:</b>	That there be appropriated from the EQUALIZATION TANK '08 NOTE (OWDA) DEBT SERVICE FUND (254)			
Non Government/Transfers/Refunds		<u>\$413,858</u>	<u>\$413,858</u>	<u>\$304,113</u>
<b>TOTAL</b>		\$413,858	\$413,858	\$304,113
<b>SEC. 44:</b>	That there be appropriated from the FIRE EQUIPMENT '08 G.O. NOTE FUND (255)			
Non/Government/Transfers/Refunds		<u>\$48,788</u>	<u>\$48,788</u>	<u>\$48,788</u>
<b>TOTAL</b>		\$48,788	\$48,788	\$48,788
<b>SEC. 45:</b>	That there be appropriated from the HOTEL REHABILITATION FUND (301)			
Operation and Maintenance		\$0	\$2,280	\$2,280
Non Government/Transfers/Refunds		<u>\$0</u>	<u>\$221</u>	<u>\$221</u>
<b>TOTAL</b>		\$0	\$2,501	\$2,501
<b>SEC. 46:</b>	That there be appropriated from the NORTH CO. 25A RECONSTRUCTION FUND (302)			
Operation and Maintenance		\$5,917	\$17,824	\$0
Capital Outlay (including labor)		\$11,852	\$0	\$0
Non Government/Transfers/Refunds		<u>\$0</u>	<u>\$0</u>	<u>\$17,824</u>
<b>TOTAL</b>		\$17,769	\$17,824	\$17,824
<b>SEC. 47:</b>	That there be appropriated from the SWIMMING POOL CONSTRUCTION FUND (323)			
Non Government/Transfers/Refunds		<u>\$25</u>	<u>\$25</u>	<u>\$5</u>
<b>TOTAL</b>		\$25	\$25	\$5
<b>SEC. 48:</b>	That there be appropriated from the POWER SYSTEM FUND (401)			
Personal Services/Administrative Support		\$2,254,734	\$2,254,734	\$2,056,664
Operation and Maintenance		\$20,893,679	\$20,893,679	\$21,640,827
Capital Outlay (including labor)		\$1,335,716	\$1,335,716	\$1,595,004
Overhead Transfers		(\$220,000)	(\$220,000)	(\$336,367)
Non Government/Transfers/Refunds		<u>\$404,892</u>	<u>\$404,892</u>	<u>\$404,892</u>
<b>TOTAL</b>		\$24,669,021	\$24,669,021	\$25,361,020
<b>SEC. 49:</b>	That there be appropriated from the WATER SYSTEM FUND (403)			
Personal Services/Administrative Support		\$1,236,972	\$1,236,972	\$1,193,961
Operation and Maintenance		\$1,594,233	\$1,692,650	\$1,495,711
Capital Outlay (including labor)		\$1,138,280	\$1,138,280	\$180,271
Overhead Transfers		\$0	\$0	(\$8,569)
Non Government/Transfers/Refunds		<u>\$146,713</u>	<u>\$146,713</u>	<u>\$146,713</u>
<b>TOTAL</b>		\$4,116,198	\$4,214,615	\$3,008,087

**SEC. 50:**      That there be appropriated from the WASTEWATER SYSTEM FUND (404)

Personal Services/Administrative Support	\$1,129,705	\$1,129,705	\$1,049,859
Operation and Maintenance	\$1,216,515	\$1,216,515	\$995,487
Capital Outlay (including labor)	\$1,006,900	\$1,006,900	\$1,060,176
Non Government/Transfers/Refunds	\$707,613	\$707,613	\$707,613
<b>TOTAL</b>	<b>\$4,060,733</b>	<b>\$4,060,733</b>	<b>\$3,813,135</b>

**SEC. 51:**      That there be appropriated from the GARBAGE AND REFUSE FUND (405)

Personal Services/Administrative Support	\$540,631	\$540,631	\$511,921
Operation and Maintenance	\$1,152,248	\$1,152,248	\$1,134,570
Capital Outlay (including labor)	\$119,000	\$119,000	\$70,000
<b>TOTAL</b>	<b>\$1,811,879</b>	<b>\$1,811,879</b>	<b>\$1,716,491</b>

**SEC. 52:**      That there be appropriated from the CITY INCOME TAX  
ADMINISTRATION FUND (407)

Non Government/Transfers/Refunds	\$7,500,000	\$7,500,000	\$7,450,000
<b>TOTAL</b>	<b>\$7,500,000</b>	<b>\$7,500,000</b>	<b>\$7,450,000</b>

**SEC. 53:**      That there be appropriated from the INFORMATION TECHNOLOGY  
FUND (408)

Personal Services/Administrative Support	\$281,818	\$281,818	\$287,391
Operation and Maintenance	\$88,030	\$88,030	\$103,868
Capital Outlay (including labor)	\$1,200,000	\$1,200,000	\$393,800
Non Government/Transfers/Refunds	\$89,998	\$89,998	\$0
<b>TOTAL</b>	<b>\$1,659,846</b>	<b>\$1,659,846</b>	<b>\$785,059</b>

**SEC. 54:**      That there be appropriated from the GOLF COURSE FUND (409)

Personal Services/Administrative Support	\$245,799	\$245,799	\$239,389
Operation and Maintenance	\$303,948	\$353,948	\$330,070
Non Government/Transfers/Refunds	\$186,601	\$186,601	\$186,601
<b>TOTAL</b>	<b>\$736,348</b>	<b>\$786,348</b>	<b>\$756,060</b>

**SEC. 55:**      That there be appropriated from the FORT PIQUA PLAZA FUND (410)

Operation & Maintenance	\$223,163	\$223,163	\$236,513
Non Government/Transfers/Refunds	\$3,000	\$3,000	\$3,000
<b>TOTAL</b>	<b>\$226,163</b>	<b>\$226,163</b>	<b>\$239,513</b>

**SEC. 56:**      That there be appropriated from the STORM WATER UTILITY FUND (411)

Personal Services/Administrative Support	\$322,553	\$186,844	\$209,158
Operation and Maintenance	\$403,177	\$287,825	\$293,616
Capital Outlay (including labor)	\$359,000	\$22,000	\$46,750
<b>TOTAL</b>	<b>\$1,084,730</b>	<b>\$496,669</b>	<b>\$549,524</b>

**SEC. 57:**      That there be appropriated from the METER READERS FUND (412)

Personal Services/Administrative Support	\$239,351	\$239,351	\$233,351
Operation and Maintenance	\$26,565	\$26,565	\$24,483
Allocated Expenses	(\$265,916)	(\$265,916)	(\$257,834)
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**SEC. 58:**      That there be appropriated from the UTILITIES BUSINESS OFFICE  
FUND (413)

Personal Services/Administrative Support	\$473,822	\$473,822	\$462,901
Operation and Maintenance	\$321,074	\$321,074	\$330,617
Non Government/Transfers/Refunds	\$0	\$0	\$8,000
Allocated Expenses	(\$794,896)	(\$794,896)	(\$801,518)
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**SEC. 59:**      That there be appropriated from the SWIMMING POOL FUND (415)

Personal Services/Administrative Support	\$78,604	\$78,604	\$63,303
Operation and Maintenance	\$78,551	\$78,551	\$70,648
Capital Outlay (including labor)	\$20,000	\$20,000	\$6,735
Non Government/Transfers/Refunds	\$9,558	\$9,558	\$9,358
<b>TOTAL</b>	<b>\$186,713</b>	<b>\$186,713</b>	<b>\$150,044</b>

<b>SEC. 60:</b>	That there be appropriated from the ELECTRIC METER DEPOSIT FUND (603)			
	Non Government/Transfers/Refunds	\$210,000	\$210,000	\$210,000
	<b>TOTAL</b>	<b>\$210,000</b>	<b>\$210,000</b>	<b>\$210,000</b>
<b>SEC. 61:</b>	That there be appropriated from the WATER METER DEPOSIT FUND (604)			
	Non Government/Transfers/Refunds	\$75,000	\$75,000	\$75,000
	<b>TOTAL</b>	<b>\$75,000</b>	<b>\$75,000</b>	<b>\$75,000</b>
<b>SEC. 62:</b>	That there be appropriated from the STORM WATER METER DEPOSIT FUND (605)			
	Non Government/Transfers/Refunds	\$45,000	\$45,000	\$0
	<b>TOTAL</b>	<b>\$45,000</b>	<b>\$45,000</b>	<b>\$0</b>
<b>SEC. 63:</b>	That there be appropriated from the LAW ENFORCEMENT TRUST FUND (609)			
	Capital Outlay (including labor)	\$11,000	\$11,000	\$11,678
	<b>TOTAL</b>	<b>\$11,000</b>	<b>\$11,000</b>	<b>\$11,678</b>
<b>SEC. 64:</b>	That there be appropriated from the CONSERVANCY FUND (611)			
	Operation and Maintenance	\$46,750	\$46,750	\$46,665
	<b>TOTAL</b>	<b>\$46,750</b>	<b>\$46,750</b>	<b>\$46,665</b>
<b>SEC. 65:</b>	That there be appropriated from the CITY HEALTH INSURANCE FUND (614)			
	Personal Services/Administrative Support	\$500	\$500	\$0
	Operation and Maintenance	\$3,070,000	\$3,070,000	\$2,582,000
	Non Government/Transfers/Refunds	\$350,000	\$350,000	\$330,000
	<b>TOTAL</b>	<b>\$3,420,500</b>	<b>\$3,420,500</b>	<b>\$2,912,000</b>
<b>SEC. 66:</b>	That there be appropriated from the EMPLOYEE FLEXIBLE SPENDING FUND (615)			
	Administrative Support	\$185,000	\$185,000	\$185,000
	<b>TOTAL</b>	<b>\$185,000</b>	<b>\$185,000</b>	<b>\$185,000</b>
<b>SEC. 67:</b>	That there be appropriated from the WEED CUTTING FUND (735)			
	Operation and Maintenance	\$65,000	\$65,000	\$20,000
	<b>TOTAL</b>	<b>\$65,000</b>	<b>\$65,000</b>	<b>\$20,000</b>
<b>SEC. 68:</b>	That there be appropriated from the RIVERSIDE DRIVE PHASE I RECONSTRUCTION FUND (753)			
	Capital Outlay (including labor)	\$121,756	\$121,756	\$110,435
	<b>TOTAL</b>	<b>\$121,756</b>	<b>\$121,756</b>	<b>\$110,435</b>
<b>SEC. 69:</b>	That there be appropriated from the RIVERSIDE DRIVE PHASE II RECONSTRUCTION FUND (754)			
	Capital Outlay (including labor)	\$0	\$0	\$98,270
	<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$98,270</b>
<b>SEC. 70:</b>	That there be appropriated from the SAFETY EQUIPMENT RESERVE FUND (809)			
	Non Government/Transfers/Refunds	\$357,800	\$357,800	\$0
	<b>TOTAL</b>	<b>\$357,800</b>	<b>\$357,800</b>	<b>\$0</b>

**SEC. 71:**            That the sums appropriated are actual expenditures for goods and services or other government functions performed in the calendar year 2010. Future commitments representing encumbrances of fund balance or future receipts will be appropriated in the future year when those services or goods are rendered to the city.

**SEC. 72:**            That the sums expended from the appropriations and which are proper charges against any other department or against any person, firm or corporation which are repaid with the period covered by such appropriations shall be considered reappropriated for such original purposes; provided, that the net total of expenditures under any item of said appropriations shall not exceed the amount of the item.

**SEC. 73:**            That the Director of Finance is hereby authorized and directed to draw her warrant upon the City Treasury for the amounts appropriated in this order when claims are properly presented and approved, the same to be chargeable to the appropriations for the year 2010 when passed and legally contracted for in conformity by law.

**SEC. 74:**            That the Finance Director at the discretion of the City Manager make temporary advances from the General Fund to any Fund to cover temporary shortages of cash until revenues or permanent transfers become available to repay that temporary advance. That these advances shall not exceed \$650,000 in the aggregate nor extend past December 31, 2010; except those that are to be reimbursed by federal or state grant programs that were previously approved by this Commission.

**SEC. 75:**            That all ordinances, or parts of ordinances, inconsistent with this ordinance be and they are hereby repealed.

**SEC. 76:**            That this ordinance is declared an emergency for the immediate preservation of the public peace, health or safety in the City of Piqua and shall take effect and be in force from and after passage.

\_\_\_\_\_  
LUCINDA L. FESS, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
REBECCA J. COOL  
CLERK OF COMMISSION

**RESOLUTION NO. R-150-10**

**A RESOLUTION AWARDING A CONTRACT TO WENCO, INC.  
FOR DESIGN AND CONSTRUCTION MANAGEMENT OF A NEW POWER  
SYSTEM SERVICE CENTER**

WHEREAS, the Power System has purchased property on Hemm Avenue to build a consolidated Service Center in anticipation of the 2012 demolition of the Power Plant.

WHEREAS, qualifications were received on October 29, 2010, from eight firms to provide design and construction management services associated with the construction of a new Power System Service Center.

NOW, THEREFORE, BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that:

SEC. 1: A contract for said design and construction management services is hereby awarded to Wenco, Inc. as the best, responsible proposer and the City Manager is hereby authorized to execute a contract with said proposer pursuant to contract specifications.

SEC. 2: The Finance Director is hereby authorized to draw her warrants from time to time on the appropriate account of the City treasury in payment according to contract terms, not exceeding a total of \$400,000.

SEC. 3: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

\_\_\_\_\_  
LUCINDA L. FESS, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
REBECCA J. COOL  
CLERK OF COMMISSION



**CITY COMMISSION MEETING REPORT**

*For the Regular Meeting of December 21, 2010*

TO: Fred Enderle, City Manager  
FROM: Ed Krieger, Power System Director  
SUBJECT: Service Center Design & Construction Management Services

**PURPOSE:**

Approve the Resolution No. R-150-10 authorizing the City of Piqua Power System to retain the services of Wenco, Inc. to provide design and construction management services associated with the construction of a new consolidated Power System Service Center in 2011 and 2012.

**RECOMMENDATION:**

I am requesting approval of Resolution No. R-150-10, which will authorize the Power System to retain the services of Wenco, Inc. to provide said design and construction management services at a cost not to exceed \$400,000.

**BACKGROUND:**

The Power System currently houses a majority of our operation in the decommissioned nuclear Power Plant (Dome) located at 123 Bridge Street. The Dome is currently owned by the Federal Government and the City of Piqua has an agreement to occupy the building until a yet to be determined future time when ownership will revert to the City of Piqua. The remaining Power System staff and materials are housed within or near the decommissioned coal-fired Power Plant at 919 S. Main Street.

Current plans (assuming timely Clean-Ohio Revitalization Fund approval) call for demolition of the coal-fired Power Plant in 2012. It is anticipated that the Underground Utilities department will move into the Dome after the new Power System Service Center construction is completed in 2012. City Commission has previously approved the purchase of 5 acres of property bounded by Hemm and Basset Avenues to facilitate Service Center construction.

Eight firms (Bracket Builders, Bruns, Corna Kokosing, Ferguson, KAPP/MSA, Levin Porter, Thomas Marker & Wenco) submitted proposals on October 29, 2010 in response to Piqua's Request for Qualifications to provide design and construction management services associated with construction of a new consolidated Power System Service Center. Based on estimated cost, the group was short-listed to the four most cost-effective firms which included Bracket Builders, Corna Kokosing, Ferguson & Wenco. Bev Yount, Nick Berger and I then conducted personal interviews from November 4<sup>th</sup> through 8<sup>th</sup> with these four firms, further short-listing the candidates to Ferguson and Wenco, which are both capable local firms that have experience managing similar electric utility service center projects.

Additional information was requested concerning each firm's design narrative, which subsequently identified that Wenco would assign more experienced staff to Piqua's project, as well as devote three times the design hours as compared to Ferguson to properly design the project. The interview team concluded that Wenco's proposal was superior and much more realistic given the lack of Power System experience in constructing such a facility. Ultimately we determined that hiring Wenco, Inc. would help ensure the best possible design and construction management process.

#### **ALTERNATIVES:**

- 1) Approve Resolution No. R-150-10 authorizing the City of Piqua Power System to retain the services of Wenco, Inc. to provide design and construction management services associated with construction of the consolidated Power System Service Center in 2011 and 2012.
- 2) Do not approve Resolution No. R-150-10.
- 3) Do not approve the Resolution and provide staff with further direction.

#### **DISCUSSION:**

Approximately 5 acres of property along Hemm & Bassett Avenues has previously been purchased for the construction of a consolidated Power System Service Center. A Phase I Environmental Site Assessment was completed by Professional Service Industries, Inc. on 12/16/09. This assessment revealed no evidence of Recognized Environmental Conditions (RECs) in connection with the site.

The approval of Resolution R-150-10 will allow Power System staff to proceed with plans to construct a consolidated Power System Service Center. Based on the expected demolition of the coal-fired Power Plant in 2012, construction of the Service Center would begin with design and early site work, including extending utilities to the site by Power System employees in 2011, with construction of the new facility completed by the fall of 2012. The selected site is considered ideal due to the proximity of existing Power system assets, including two electrical substations and the dam. It is located within an existing industrial/commercial area along South Main Street which will allow for prompt emergency and outage response.

The Energy Board unanimously recommended Piqua City Commission approve awarding a contract to Wenco, Inc. for design and construction management services associated with construction of a consolidated Power System Service center at their November 23, 2010 regular meeting.

A possible alternative is to reject Resolution R-150-10 and cancel future plans for construction of the Power System Service Center. The benefit would obviously be a savings to the Power System of \$400,000. However, the Power System has already purchased a five acre site at a cost of approximately \$75,000 which would have no other use for the Power System and most likely be sold at a loss if a buyer could be identified. In addition, this option does nothing to address the long-range facility needs of the Power System or the Underground Utilities department.

### **FINANCIAL IMPACT:**

The Power System has included \$150,000 in the 2011 budget for design services associated with the new Power System Service Center and \$545,000 for early site work, including extending utilities to the Service Center property. It is anticipated that approximately half (\$200,000) of Wenco's fees will be paid in 2011, with the remaining portion (\$200,000) to be budgeted and paid in 2012 when the majority of the Service Center construction will be completed.

### **COMMUNITY IMPACT:**

The approval of Resolution No. R-150-10 will provide the City of Piqua Power System professional consulting and engineering services associated with the design and construction management of the new Service Center. Consolidating Power System personnel, equipment, inventory and resources will significantly improve the operation's overall efficiency. The future Service Center site is ideally located near key Power System infrastructure; include two electrical substations and the dam. The location along South Main Street will allow for quick emergency and outage response to any location within our service territory. The approval of Resolution R-150-10 will ultimately allow for an improved level of service to our electric customers.

### **CONFORMITY TO CITY PLANS & POLICIES:**

The design and ultimate construction of a consolidated Power System Service Center are included in the Power System's ten year capital plan. This long-planned project is consistent with the Power System's goals of providing cost-effective and efficient delivery of service, while also providing a high level of customer-service. The Piqua Energy Board unanimously recommended City Commission approve to retain the services of Wenco, Inc. to provide design and construction management services associated with construction of a consolidated Power System Service Center during their regular meeting of November 23, 2010.

**RESOLUTION NO. R-151-10**

**A RESOLUTION REQUESTING AUTHORIZATION TO PURCHASE THE REAL PROPERTY AND BUILDING(S) LOCATED AT 517 E. ASH STREET ON THE E. ASH STREET RECONSTRUCTION PROJECT, PAYABLE TO WENDY DERAS, IN THE AMOUNT NOT TO EXCEED \$56,000**

WHEREAS, the City of Piqua desires to complete a reconstruction project on E. Ash Street (US Route 36) from Spring Street to the river bridge; and

WHEREAS, it will be necessary to acquire right-of-way for the reconstruction project; and

WHEREAS, the City of Piqua is responsible for 100% of the cost of right-of-way acquisition on the E. Ash Reconstruction Project, in accordance with its agreement with ODOT; and

WHEREAS, the value of the property has been established in strict conformance with federal highway administration guidelines.

NOW, THEREFORE, BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto, concurring that:

SEC. 1: The City Manager is hereby authorized to pay for the said real property and building(s) located at 517 E. Ash Street to Wendy Deras, in the amount not to exceed \$56,000.

SEC. 2: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

\_\_\_\_\_  
LUCINDA L. FESS, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
REBECCA J. COOL  
CLERK OF COMMISSION



**CITY COMMISSION MEETING REPORT**

*For the Regular Meeting of December 21, 2010*

TO: Fred Enderle, City Manager

FROM: Amy Havenar, City Engineer

SUBJECT: Purchase the structure and property located at 517 E. Ash Street as part of the E. Ash Street Reconstruction Project.

**PURPOSE:**

*Request for City Commission authorization to purchase the structure and property located at 517 E. Ash Street from Wendy Deras at a cost not to exceed \$56,000.*

**RECOMMENDATION:**

*Approval of the Resolution to allow for the purchase of 517 E. Ash Street.*

**BACKGROUND:**

*The E. Ash Street Reconstruction project has been in the planning & design stages for a number of years. As such, we are nearing the final phase of the project prior to the start of construction, which is scheduled for November of 2011. The right-of-way acquisition phase is the last phase of the project that needs to be completed.*

*We are now to the acquisition stage for the property located at 517 E. Ash Street. The appraisal has been completed by O.R. Colan & Associates, and a review of that appraisal was completed by M-E Companies, which resulted in an appraised value of the property at \$56,000.00*

*The schedule for the right-of-way acquisition portion is for all of the work to be completed and on file with the Ohio Department of Transportation in June of 2011.*

**ALTERNATIVES:**

- 1) Approve the Resolution to allow for the purchase of 517 E. Ash Street.*
- 2) Do not approve the Resolution to purchase the structure and property located at 517 E. Ash Street and modify the construction plans to work around the property. This alternative would still require the City to compensate the owner of 517 E. Ash Street for the cost to relocate the front door and steps to the side of the property due to the damages that will be caused by the construction project.*

**DISCUSSION:**

*The appraisal for this property was conducted by O.R. Colan & Associates as per the requirements of the Ohio Department of Transportation's (ODOT) Real Estate Policy and Procedures Manual. This appraisal was also reviewed by an independent consulting firm, M-E Companies, to ensure compliance with the Federal Highway Administration. The offer to purchase the property located at 517 E. Ash Street was made to the property owner based upon the fair market value for the property.*

*Due to the fact that this property is a rental property and there is a tenant occupying the facility, there will also need to be relocation benefits paid to the current tenant as part of the right-of-way process. The relocation process will involve O.R. Colan meeting with the owners and/or tenants for a site interview and identifying replacement housing for the displaced, including the determination of relocation payments as well as obtaining moving bids. This process will begin once the final paperwork has been processed with the property owner.*

**FINANCIAL IMPACT:**

*The City has been anticipating this project for a number of years and therefore has been reserving funds for the acquisition portion of the project, as well as for the actual construction. The 2010 Budget included \$400,000 for the purchase of right-of-way for the E. Ash Street project.*

**COMMUNITY IMPACT:**

*An "open house" meeting was held on February 25, 2009 with representatives from the City of Piqua, ODOT and the design consultant all in attendance to present the project to the public. The outcome of the meeting dictated the final roadway design, which will consist of a 3-lane facility (one lane each direction with a center turn lane). The project was discussed in detail and the residents were given an opportunity to view the proposed improvements on their individual properties and to express any concerns they had.*

*The purchase and subsequent removal of the property located at 517 E. Ash Street will allow for the construction of the roadway improvements as currently planned. The E. Ash Street Reconstruction Project will greatly improve the aesthetics of one of the main gateways into the City of Piqua and will also compliment the I-75/US 36 Landscaping Project which is currently under construction.*

**CONFORMITY TO CITY PLANS & POLICIES:**

*As stated in the Comprehensive Plan Update, one of the main goals is to improve the entrances to the City of Piqua. The E. Ash Street Reconstruction Project will complete the reconstruction of one of the major entrances to the City. This project was part of the Ten Year Plan for major capital improvement projects and has been in the planning stages for approximately 6 years.*

*All right-of-way acquisitions are being completed in accordance with the Ohio Department of Transportation's Real Estate Policy and Procedures Manual.*

**RESOLUTION NO. R-152-10**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LABOR CONTRACT WITH LOCAL UNION 252, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO-CLC (FIRE OFFICERS)**

WHEREAS, the City Manager has negotiated a bargaining unit contract with Local Union 252, International Association of Firefighters, AFL-CIO-CLC (Fire Officers); and

WHEREAS, IAFF (Fire Officers) voted upon and ratified the collective bargaining agreement on December 13, 2010 as attached hereto; and

WHEREAS, said contract is just and reasonable and in the best interest of the City and its employees;

NOW, THEREFORE, BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that:

SEC. 1: The bargaining unit contract between the City and Local Union 252, International Association of Firefighters, AFL-CIO-CLC (Fire Officers), to be in effect from January 1, 2011 through December 31, 2013 inclusive, is hereby approved, and the City Manager is hereby authorized to execute said contract on behalf of this Commission;

SEC. 2: This resolution and the wages included will replace the wages of the bargaining unit employees listed in Schedule C (Fire Officers), Chapter 33 of the Piqua Code;

SEC. 3: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

\_\_\_\_\_  
LUCINDA L. FESS, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
REBECCA J. COOL  
CLERK OF COMMISSION

AGREEMENT

BETWEEN

THE CITY OF PIQUA

AND

LOCAL UNION 252, INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS, AFL-CIO-CLC  
(FIRE OFFICERS)

January 1, 2011 – December 31, 2013

## TABLE OF CONTENTS

	Page(s)
ARTICLE 1. UNION RECOGNITION.....	1
Section 1. Recognition.....	1
Section 2. Dues Checkoff.....	1
Section 3. Fair Share Fee.....	1
ARTICLE 2. MANAGEMENT RIGHTS.....	1
ARTICLE 3. NO STRIKE - NO LOCKOUT.....	2
Section 1. No Strike by Union.....	2
Section 2. Union to Take Affirmative Action to Stop.....	2
Section 3. No Lockout by City.....	3
ARTICLE 4. COOPERATION.....	3
ARTICLE 5. RESIDENCY REQUIREMENTS.....	3
ARTICLE 6. PROBATIONARY EMPLOYEES.....	3
Section 1. Probation Period.....	3
Section 2. Probationary Leave.....	3
ARTICLE 7. GRIEVANCE AND ARBITRATION.....	3
Section 1. Purpose.....	3
Section 2. Grievance Definition.....	3
Section 3. Procedure.....	3
Section 4. Steps.....	4
Section 5. Arbitration.....	4
Section 6. Multiple Grievances.....	4
Section 7. Content.....	4
Section 8. Class Grievances.....	5
Section 9. Union Grievances.....	5
Section 10. Attendance.....	5
ARTICLE 8. LEAVES OF ABSENCE.....	5
Section 1. Leave for Personal Reasons.....	5
Section 2. Leave of Absence Due to Illness or Injury.....	5

Section 3. Jury Leave .....	6
Section 4. Military Leave .....	6
Section 5. Unpaid Leave .....	6
Section 6. Unauthorized Absence .....	6
ARTICLE 9. HEALTH AND SAFETY .....	6
Section 1. Health and Safety Cooperation Between City and Union .....	6
Section 2. Medical Examination in Connection With Leave of Absence .....	6
Section 3. Medical Examination in Interest of Health, Safety, or Job Performance .....	6
Section 4. Authorization .....	7
Section 5. Third Doctor .....	7
ARTICLE 10. DRUGS AND ALCOHOL .....	7
Section 1. Use of Alcohol and Drugs .....	7
Section 2. Dependency Treatment .....	7
Section 3. Testing Procedure .....	8
Section 4. Rehabilitation and Counseling .....	9
Section 5. Appeal .....	10
Section 6. Search .....	10
ARTICLE 11. EFFECT OF LAW .....	10
ARTICLE 12. NO DISCRIMINATION .....	11
Section 1. Cooperation .....	11
Section 2. Reassignment .....	11
ARTICLE 13. HOURS OF DUTY AND OVERTIME .....	11
Section 1. Hours of Duty .....	11
Section 2. Overtime Scheduled .....	11
Section 3. Voluntary Exchange of Duty Tours .....	12
Section 4. Normal Daily Work Schedule .....	12
Section 5. Call Back for Alarms .....	12
Section 6. Call Back Compensation .....	12
Section 7. Overtime Under the Fair Labor Standards Act .....	13
Section 8. Relief at Emergency .....	13
ARTICLE 14. WAGES .....	13
Section 1. Weekly Wage Rates .....	13
Section 2. Paramedic Pay and Certification .....	14

Section 3.....	14
Section 4. Acting Officer .....	15
ARTICLE 15. HOLIDAYS AND PERSONAL DAYS.....	16
Section 1. Holidays .....	16
Section 2. Holiday Pay .....	16
Section 3. Eligibility .....	16
Section 4. Accumulation.....	16
Section 5. Personal Leave .....	17
ARTICLE 16. VACATIONS.....	17
Section 1. General .....	17
Section 2. Physical Training (PT) Vacation Day(s) .....	18
Section 3. Vacation Period.....	18
Section 4. Vacation Conversion to Cash.....	19
Section 5. Partial Vacation Pay.....	19
ARTICLE 17. SICK LEAVE.....	19
Section 1. Sick Leave Credit and Use.....	19
Section 2. Sick Leave Accumulation and Payout.....	19
Section 3. Sick Leave Conversion to Cash .....	20
Section 4. Misuse of Sick Leave .....	20
Section 5. Voluntary Sick Leave Donation .....	20
ARTICLE 18. INJURY LEAVE .....	21
ARTICLE 19. FUNERAL LEAVE .....	21
ARTICLE 20. UNIFORMS AND EQUIPMENT.....	22
Section 1. Required Clothing and Uniforms .....	22
Section 2. Reimbursement of Personal Property Loss or Damage .....	22
Section 3. SCBA Face Piece Prescription Lens Kits.....	22
Section 4. Protection of Property and Equipment .....	22
ARTICLE 21. FITNESS FOR DUTY .....	22
Section 1. Physical Examinations .....	22
Section 2. Examination Results .....	22
Section 3. Physical Conditioning Equipment.....	23
Section 4. Physical Conditioning and Testing .....	23
Section 5. Non-compensable Time.....	23

ARTICLE 22. TRAINING .....	24
Section 1. Need for In-Service Training .....	24
Section 2. Intra-Departmental, In-Service Training and Department Meetings .....	24
Section 3. In-Service Training at Outside Academies .....	24
ARTICLE 23. PROMOTIONS AND APPOINTMENTS .....	24
Section 1. Promotions and Disqualification .....	24
ARTICLE 24. WORK RULES .....	25
Section 1. Adoption of Rules .....	25
Section 2. Discipline .....	25
Section 3. Legal Rights .....	25
ARTICLE 25. GROUP INSURANCE .....	25
Section 1. Health Insurance .....	25
Section 2. Life Insurance .....	26
Section 3. Professional Liability Insurance .....	26
ARTICLE 26. SENIORITY .....	26
Section 1. Definition .....	26
Section 2. Break in Service .....	27
Section 3. Termination of Seniority .....	27
Section 4. Seniority List .....	27
ARTICLE 27. LAYOFF AND RECALL .....	27
ARTICLE 28. WAIVER .....	27
ARTICLE 29. JOB REQUIREMENTS .....	27
ARTICLE 30. UNION ACTIVITIES .....	29
Section 1. Union Officers .....	29
Section 2. Discipline .....	29
Section 3. Negotiations .....	29
Section 4. Visits of Union Representatives .....	29
Section 5. Meetings .....	29
ARTICLE 31. AMERICANS WITH DISABILITIES ACT AND FAMILY AND MEDICAL LEAVE ACT COMPLIANCE .....	29
Section 1. Union Officers .....	30
Section 2. Honesty .....	30
Section 3. Eligibility and Duration .....	30

Section 4. Notice and Application..... 30

Section 5. Medication Certification.....31

Section 6. Pay and Benefits.....31

Section 7. Return From Family or Medical Leave.....31

Section 8. Restrictions.....31

ARTICLE 32. LABOR/MANAGEMENT MEETINGS ..... 31

Section 1.....31

Section 2.....31

Section 3.....32

Section 4.....32

ARTICLE 33. TERM OF AGREEMENT..... 32

Section 1. Effective Dates .....32

Section 2. Negotiations .....32

This Agreement is entered into by the City of Piqua, Ohio ("City") and the International Association of Firefighters, AFL-CIO-CLC, Local Union 252 ("Union").

## **ARTICLE 1. UNION RECOGNITION**

Section 1. Recognition. The City recognizes the Union as the exclusive bargaining representative of all full-time fire officers, including Captains and Assistant Chiefs, but excluding the Chief of the Fire Department, for the purpose of bargaining with respect to wages, hours of work and working conditions. The employees covered by this Agreement are collectively referred to as "Fire Officers." This Section is solely for the purpose of granting exclusive recognition and defining the coverage of this Agreement, and nothing else is intended or is to be inferred from this Section.

Section 2. Dues Checkoff. During the term of this Agreement, the City will deduct regular and uniform monthly Union dues or assessments from the wages of employees who individually and voluntarily authorize and direct such deductions. The authorization and direction must be in writing, must be signed by the employee, and must be revocable upon ten days notice to the City. The City will promptly forward checked off dues to the Union each month.

Section 3. Fair Share Fee. All employees of the bargaining unit who 60 days from date of hire are not members in good standing of the Union shall pay a fair share fee to the Union as a condition of employment. The fair share fee amount shall be certified to the City by the Secretary-Treasurer of the Local Union, in writing, but shall not be an amount larger than the dues amount paid by the members, as provided in Ohio Revised Code 4117.09 (C). Deduction of the fair share fee from any earnings of the employee shall be automatic and shall not require written authorization for payroll deduction. Payment to the Union of the fair share fees shall be made in accordance with procedures for delivery of regular dues deductions. The Union shall not discipline any member (other than membership revocation or suspension) for engaging in any lawful activity, or for lawfully refraining from engaging in any activity.

Section 4. Indemnity. The Union will hold the City harmless and indemnify it against any liability it may have in complying or attempting to comply with this Article.

## **ARTICLE 2. MANAGEMENT RIGHTS**

The City reserves and retains the right to direct, manage and control the affairs of the City and its employees, except to the extent this Agreement specifically provides to the contrary. This includes, but is not limited to:

1. the exercise of all functions of government granted to the City by the constitution and the statutes of the State of Ohio and the Charter of the City of Piqua;
2. the securing of revenues of the City;

3. the determination from time to time as to what services the City shall perform;
4. the determination of the equipment, machinery, and methods to be used;
5. the selection, transfer, assignment and layoff of employees;
6. the termination of probationary employees, and the termination for just cause of other employees;
7. making, amending, and enforcing reasonable work rules and regulations;
8. the determination of the size and composition of the work force; and
9. taking actions to carry out the mission of the City as a governmental unit.

The City retains all rights except to the extent this Agreement specifically and expressly provides to the contrary. The City may exercise these rights, and any other management rights granted by this Agreement or by Section 4117.08 of the Ohio Revised Code, without prior consultation with the Union or the Fire Officers. Should the City fail to exercise any of its rights, or exercise them in a particular way, it shall not be deemed to have waived such rights or to be precluded from exercising them in some other way.

### **ARTICLE 3. NO STRIKE - NO LOCKOUT**

**Section 1. No Strike by Union.** During the life of this Agreement, the Union shall not cause, authorize, sanction or condone, nor shall any Fire Officer take part in, any strike, slow-down, work stoppage, curtailment of work, concerted use of paid leave time, restriction of work, or interference with the operations of the Fire Department or City of any kind for any reason, including a labor dispute between the City and any other labor organization.

The Union shall not cause, authorize, sanction or condone, nor shall any Fire Officer take part in, any picketing of the Fire Department or the City's building, offices, or premises because of a labor dispute with the City. This paragraph shall not apply to informational picketing which does not interfere or attempt to interfere with the operations of the Fire Department or the City.

**Section 2. Union to Take Affirmative Action to Stop.** The Union agrees that it and its officers will take prompt affirmative action to prevent or stop unauthorized strikes, sit-downs, slow-downs, work stoppages, curtailment of work, concerted use of paid leave time, restrictions of work or interference with the operations of the Fire Department or City by notifying the Fire Officers and the public in writing that it disavows these acts. The Union further agrees that the Chief and the City have the right to discipline (including discharge) any or all Fire Officers who violate this Article.

Section 3. No Lockout by City. During the life of this Agreement, the City shall not cause, permit, or engage in any lockout of the Fire Officers.

#### **ARTICLE 4. COOPERATION**

The City, the Union, and each Fire Officer will cooperate fully to maintain the highest levels of efficiency in serving the public, to serve the citizens of the City and the public in general, to protect the property of the City, the public and employees, to ensure the prompt and uninterrupted delivery of services to the public, and to promote the morale, rights and well-being of Fire Officers.

#### **ARTICLE 5. RESIDENCY REQUIREMENTS**

Residency shall be per ORC 9.481 Residency requirements prohibited for certain employees.

#### **ARTICLE 6. PROBATIONARY EMPLOYEES**

Section 1. Probation Period. Newly promoted fire officers shall be probationary for one year after the date of their promotion. The City has the right to demote a probationary Fire Officer to the next lower rank at any time for unsatisfactory performance during this probationary period, and such demotions shall not be subject to the grievance procedure, arbitration or other appeal.

Section 2. Probationary Leave. Whenever a probationary employee is granted a leave of absence, or sick leave, or is laid off, suspended for disciplinary purposes, or is otherwise absent from work, the length of the probationary period shall be extended by the length of such absence. Upon return to duty following such absence, such employee shall be required to successfully complete the remaining portion of the probationary period.

#### **ARTICLE 7. GRIEVANCE AND ARBITRATION**

Section 1. Purpose. The purpose of this grievance procedure shall be to settle all grievances as quickly as possible so as to insure efficiency and promote Fire Officer morale.

Section 2. Grievance Definition. A grievance is a claim that the City has violated this Agreement. The processing of the grievance by the City in accordance with the terms of this Article does not waive the City's right to contest the validity or the arbitrability of the grievance at arbitration or in another forum. Any issue of arbitrability shall be determined prior to the merits of the grievance. All time limits for processing grievances shall be calendar days.

Section 3. Procedure. All grievances shall be handled exclusively as set forth in this Article. Any settlement reached at any step between the representatives designated to handle that step shall be final and binding on the grievant, the City, and the Union. If a grievance is not filed or appealed on time, it shall be considered dropped. If the City

does not answer on time, the grievant may elect to have the matter considered at the next step without delay. All time limits may be extended by mutual written agreement. If the last day of a time limit falls on a weekend or holiday, the time limit will be extended to the next regular working day.

Section 4. Steps. The City and the Union shall cooperate to provide for the prompt adjustment of grievances in a fair and reasonable manner, with a minimum of interruption of work schedules. Every reasonable effort shall be made by both the City and the Union to resolve grievances at the earliest step possible. To carry this out, the following procedure shall be followed:

Step 1. In order for a grievance to be arbitrable the aggrieved employee must present his signed grievance in writing to the Fire Chief (or designee) within 10 calendar days of the occurrence of the incident giving rise to the grievance. This may be extended to 10 calendar days after the employee became aware of the incident, or, if earlier, the date the employee should have become aware of it, using reasonable diligence, but in no case may a grievance be filed more than 30 calendar days after the occurrence. The Fire Chief (or designee) shall schedule a meeting with the grievant and his representatives, if any, within 7 calendar days after receipt of the grievance. The Fire Chief (or designee) shall investigate and respond in writing to the grievant within 7 calendar days following the meeting. If this answer does not resolve the grievance, the Union may take the grievance to the next step.

Step 2. Within seven (7) calendar days from the date of the Fire Chief's answer, the grievance shall be presented to the City Manager (or designee) in writing. The City Manager (or designee) shall give an answer in writing within fourteen (14) calendar days. The answer of the City Manager will stand unless within seven (7) calendar days the Union notifies the City Manager in writing that the grievance will be taken to arbitration.

Section 5. Arbitration. The arbitrator shall be selected under the rules of the American Arbitration Association, unless the City and the Union mutually agree upon an arbitrator. The decision of the arbitrator shall be binding on the City, the Union, and the grievant. The arbitrator shall not have the power to add to, subtract from or modify this Agreement. The costs of the arbitrator shall be paid equally by the City and the Union.

Section 6. Multiple Grievances. No more than one grievance shall be placed before an arbitrator at any one hearing unless the City and the Union agree to waive this provision.

Section 7. Content. In order to be arbitrable, all grievances must contain the following information and must be filed using the grievance form mutually agreed to by the parties:

- A. Aggrieved employee's name and signature.
- B. Aggrieved employee's classification.

- C. Date grievance was filed in writing.
- D. Date and time grievance occurred.
- E. Where grievance occurred.
- F. Description of incident giving rise to the grievance.
- G. Specific sections of Agreement violated.
- H. Desired remedy to resolve grievance.

Section 8. Class Grievances. A grievance may be brought by any member of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a situation affecting each member in the same manner, one member selected by such group may process the grievance as a class action grievance, provided each employee desiring to be included in the class action grievance signs the grievance. If more than one employee is involved in a grievance or a group of similar grievances, one of them shall be selected as spokesman.

Section 9. Union Grievances. The Union may file grievances claiming violations of the recognition clause, the dues deduction and fair share clause, or any other contract right which accrues solely to the Union as a labor organization and not to individual employees. Such grievances shall be initially filed at Step 2 within the time limits for filing at Step 1.

Section 10. Attendance. The employee filing the grievance may attend Steps 1 and 2 of the grievance procedure without loss of pay as a result of attendance during regularly scheduled working hours. For a class action grievance or a group of similar grievances, this protection against loss of pay will extend only to the spokesman. The employee's representative (if a Fire Officer) may also attend without such loss of pay at Steps 1 and 2.

## **ARTICLE 8. LEAVES OF ABSENCE**

Section 1. Leave for Personal Reasons. An employee, upon written application, may be granted up to 30 days of unpaid personal leave of absence at the discretion of the City when such leave of absence is for a justifiable reason. Such a leave of absence may be extended by the City Manager for periods of time not to exceed a total of one year.

Section 2. Leave of Absence Due to Illness or Injury. An employee who is unable to work due to illness, injury, or other disability for a period in excess of 14 days must request a leave of absence in writing before the end of 14 days (or, if the employee's disability prevents the employee from making the request within 14 days, as soon as reasonably possible). In no event shall the leave for illness or injury extend for more than 1 year from the day the employee last worked, or, if less, for a period of time equal to the employee's seniority at the beginning of the leave, unless an extension is granted

in the sole discretion of the City Manager, based on a medical opinion that the employee's return to work is imminent. Female employees will be granted a leave of absence for disabilities due to pregnancy on the same basis as leaves are granted for other disabilities. When an employee knows in advance that an absence or disability will occur, such as for surgery or due to pregnancy, the employee shall give the City notice of such expected disability as far in advance as practicable. Leave of absence due to illness or injury will be paid to the extent of available sick leave.

Section 3. Jury Leave. An employee required to serve on a jury by a court empowered by law to require such service shall be excused from duty for the time required for such service, and shall be paid the difference between jury pay and the employee's regular pay. Employees must present proof of the amount of jury pay received and must promptly report for duty when released from jury service, unless reporting to duty is excused by the Chief to the following shift.

Section 4. Military Leave. Employees who enter the military service of the United States will be afforded all applicable rights by law.

Section 5. Unpaid Leave. All leave is unpaid unless otherwise specifically provided (for example, sick leave, injury leave, jury leave and funeral leave).

Section 6. Unauthorized Absence. Unauthorized absence from duty may constitute grounds for discharge or other discipline. An unauthorized absence is defined as any time after one hour past the start of a duty shift, and if it is continued for one full tour of duty without notification to the City, may result in disciplinary action up to and including discharge, unless the employee can substantiate that failure to notify the City was due to unforeseen circumstances beyond the employee's control and not the employee's fault.

## **ARTICLE 9. HEALTH AND SAFETY**

Section 1. Health and Safety Cooperation Between City and Union. The City, the Union and all employees will cooperate fully on all matters pertaining to health and safety.

Section 2. Medical Examination in Connection With Leave of Absence. The City may require an employee to undergo an examination by, and to receive approval of, a physician or other examiner selected by the City before being permitted to go on leave, remain on leave, or return to work. If such examination is required, it shall be paid for by the City. The employee will not lose any regular straight time pay he would otherwise have received as a result of time reasonably spent in attending the examination.

Section 3. Medical Examination in Interest of Health, Safety, or Job Performance. In the interest of health, safety, or job performance, the City may at any time require a physical or mental examination of an employee by a physician or other examiner selected by the City. If the examiner determines that the employee's condition jeopardizes his health or safety or that of others, or his job performance, the City may

place the employee on leave of absence. If such examination is required, it shall be paid for by the City. The employee will not lose any regular straight time pay he would otherwise have received as a result of time reasonably spent in attending the examination.

Section 4. Authorization. The City may require an employee to provide it authorization for release of his records and information about his status as part of an examination under this Article or when relevant to any claim by the employee against the City.

Section 5. Third Doctor. If an employee disagrees with the findings of the City's doctor, he may undergo an examination by a doctor of his choice, at his expense. The employee's doctor shall prepare a written report with a copy to the City. If the findings of the City's doctor and the employee's doctor are in conflict, the two doctors shall select a third doctor to resolve the conflict. The City and the employee will make all relevant materials available to the third doctor, including all medical records. The finding of the third doctor will be final and binding and his costs will be paid for by the City.

## **ARTICLE 10. DRUGS AND ALCOHOL**

The purpose of this Article is to provide a safer work environment, to improve an employee's health or job performance when affected by the abuse of alcohol or drugs, and to provide guidelines for the consistent handling of alcohol and drug-related situations.

### Section 1. Use of Alcohol and Drugs.

- A. Employees shall not possess, sell or use alcohol or controlled substances while on the job, including meal periods.
- B. Employees shall not work or report to work under the influence of alcohol or controlled substances, except as provided in subparagraph C or D below.
- C. Employees must report to their supervisors when they are experiencing a reaction to a prescription or over-the-counter drug which may affect their ability to do their job.
- D. Employees called back to work will report to the supervisor any off duty use of alcohol or a reaction to a prescription or over-the-counter drug and shall not report to work.
- E. No alcohol or drug test will be administered if subparagraph C or D applies.

### Section 2. Dependency Treatment.

- A. Employees are urged to request assistance with any drug or alcohol problem before disciplinary action is necessary. If an employee advises the City of a drug or alcohol problem, the employee will be urged to receive counseling and, if necessary, will be permitted to take accrued paid sick leave or vacation to

receive the recommended treatment. If an employee has exhausted accrued paid sick leave and vacation, he may apply for an unpaid personal leave of absence for the period of time necessary to receive the recommended treatment, which application shall not be unreasonably denied.

- B. Alcoholism and chemical dependencies are treatable. Employees covered by City- sponsored health insurance have limited coverage for treatment of alcoholism and chemical dependency. Any costs associated with treatment that are not covered by insurance will be the responsibility of the employee.

### Section 3. Testing Procedure.

- A. Drug and/or alcohol testing will be conducted when there is a reasonable suspicion that an employee is using or possessing controlled substances or alcohol, or abusing a controlled substance at work, or is working or reporting to work under the influence of illegal drugs, alcohol or an abused controlled substance. Reasonable suspicion may be based upon, but is not limited to, unexplained and excessive absence, a reliable report, reporting to work with the odor of alcohol or marijuana on an employee, unusual behavior such as slurred speech or lack of coordination, the unauthorized possession of drug paraphernalia, or involvement in an on-duty accident or other on-duty incident which results in physical harm or property damage.
- B. Upon request, the Fire Chief shall identify to the employee and his representative the basis for reasonable suspicion. The Fire Chief may withhold the names of persons who have provided information if the Fire Chief identifies facts and circumstances which independently provide a basis for reasonable suspicion.
- C. Testing will require that the employee provide a urine and/or blood sample, or some other medically accepted procedure will be used. Any time an employee is requested to take a drug or alcohol test, the employee will be required to sign an authorization form permitting the physician or lab to conduct the test and release the results to the City and the employee. Refusal to sign the authorization form or to submit to a requested drug or alcohol test will be considered insubordination and will subject the employee to disciplinary action. A refusal occurs if the employee fails to submit to a required drug test within two hours of receiving the order, or to a required alcohol test within one hour of receiving the order. The employee shall be granted a reasonable amount of time to change from the employee's uniform to civilian clothing.
- D. The employee will be transported by a supervisor to the designated facility for collection of the test samples. All test samples will be given at a licensed medical facility or doctor's office selected by the City, sealed and properly identified. All drug screening tests shall be conducted by medical laboratories certified by the Department of Health and Human Services (DHHS) or certified by a DHHS recognized certification program. Positive levels for drugs will be those set forth in Department of Transportation regulations (currently 49 CFR § 40.87),

or, for drugs not listed in the DOT regulations, as determined by the lab. Evidentiary chain of custody controls shall be maintained. The split sample method of collection shall be used. If a drug confirmation test is positive, the employee may, upon written request and at the employee's expense, have the split sample re-tested by a DHHS certified laboratory. This request shall be presented within seventy-two (72) hours upon being notified of a positive result. The test results will be considered a confidential medical record not subject to public disclosure. Results will be distributed to the City and the employee only. Positive drug screens results will be confirmed by gas chromatography/mass spectrometry (GC/MS). Drugs being screened may include any controlled substance contained in Schedules I through V of Section 202 of the Controlled Substance Act, Section 21 U.S.C. 812, or as defined in O.R.C. 3719.01.

- E. At any time prior to providing a sample of blood or urine, the employee will have the right to confer with an attorney or union representative as long as this does not result in the employee not being able to perform the test within the two hour period. Otherwise, to the extent possible, the sample must be provided within a 2 hour period after reasonable suspicion has been determined.
- F. Employees will provide a minimum of three samples of blood or urine to be tested. One sample will be sent to the lab of the City's choosing. One other sample, at the employee's choice, will be sent to a lab of the employee's choosing, or the sample will be preserved in the proper manner to be tested in the case of positive results on the first sample. The third sample will be preserved in the proper manner to be tested by a different lab selected by the City if the results of the City's and employee's first test are in conflict. If this is the case, the results of the third test shall be controlling.

#### Section 4. Rehabilitation and Counseling.

- A. An employee who tests positive for drugs or alcohol under this Article shall be given one opportunity for rehabilitation before disciplinary action is taken, provided that the employee's only rule violation is working or reporting to work under the influence of alcohol or controlled substances. An employee who violates any other rule under this Article shall be subject to disciplinary action, which may include discharge, for the first offense.
- B. A positive drug or alcohol test, or a drug or alcohol problem, shall not excuse or mitigate any other misconduct (e.g., insubordination or dishonesty). The City shall respond to such misconduct by applying the same principles of disciplinary action as it would apply to an employee who had no positive test result and no drug or alcohol problem.
- C. An employee who is entitled to an opportunity for rehabilitation under this Article will be relieved from duty immediately and placed on paid accrued sick leave. This sick leave may be conditioned upon receipt of reports that the employee is cooperating and making reasonable progress in the treatment program.

- D. Within 45 days of entering the treatment program the employee must provide satisfactory medical evidence that he has completed the program and is fit to return to work and must pass another drug/alcohol screen. This time limit can be extended only based on medical or scientific evidence that a longer time is justified. However, no period longer than 6 months total from the date of the original positive test will be permitted. Failure to meet these conditions will result in termination of employment. Accrued sick leave up to a maximum of 60 calendar days and accrued vacation may be used for this leave, otherwise this leave will be unpaid. If the dependency was a result of an accepted medical treatment program, the sick leave time shall be extended until the employee has exhausted his/her accumulated sick time.
- E. The treatment program must be provided by a facility accredited by the Joint Commission on the Accreditation of Hospitals and/or licensed through an appropriate state agency.
- F. Any employee who successfully completes a drug/alcohol program as described above and successfully passes a drug screen shall be reinstated to his former position without loss of time in grade.
- G. The Fire Chief may require up to two tests of an employee during the six month period after an employee has completed a rehabilitation program. These tests need not be based upon a reasonable suspicion of drug or alcohol use. If either test is positive, the employee's employment shall be terminated.

#### Section 5. Appeal.

An employee may appeal action taken by the City under this Article through the grievance procedure.

#### Section 6. Search.

All property belonging to the City, including City owned premises, desks, files and vehicles, is subject to search at any time without notice.

### **ARTICLE 11. EFFECT OF LAW**

If any provision of this Agreement is in conflict with any applicable federal law or regulation, that provision shall no longer be effective, but the remainder of this Agreement shall continue in full force and effect. The same is true with respect to any state law or regulation which cannot be subordinated to this Agreement. In such an event, the City and the Union may meet and confer on an alternative provision.

The City Commission shall adopt no ordinances, resolutions, or other legislative matters in conflict with this Agreement. Neither the City Manager, nor the Fire Chief, nor their

subordinates shall adopt or issue any rules, regulations, orders or other executive directions in conflict with this Agreement.

The City and the Union intend this Agreement to prevail over any conflicting state or local law to the fullest extent permitted by law.

## **ARTICLE 12. NO DISCRIMINATION**

**Section 1. Cooperation.** The City, the Union, and each employee will cooperate fully to abide by all applicable laws and regulations prohibiting discrimination on account of race, color, religion, sex, national origin, age, disability, union activity, or status as a Veteran of the Vietnam era.

**Section 2. Reassignment.** Notwithstanding any other provision of this Agreement, the City may reassign a disabled employee or restructure a disabled employee's job in order to reasonably accommodate the disabled employee. The City shall notify the Union of such reassignment or restructuring in advance of its implementation. Such reassignment or restructuring shall be made in good faith for the purpose of meeting the City's obligation under the Americans With Disabilities Act or Ohio Revised Code 4112.

## **ARTICLE 13. HOURS OF DUTY AND OVERTIME**

**Section 1. Hours of Duty.** The hours of duty shall be so established by the Fire Department that the average weekly hours of duty (other than hours during which employees may be summoned or kept on duty) shall not exceed 56 hours. The shift hours will start at 7:00 a.m. and end at 7:00 a.m. the following day. Employees shall have 24 hour shifts immediately followed by 48 hours off duty, except for the Fire Prevention Officer, who normally shall work a 40 hour a week schedule.

**Section 2. Overtime Scheduled.** Captains and Assistant Chiefs promoted after June 15, 2009: In the event that a need for overtime should occur in the Department because of vacation, sickness, or other reasons, overtime pay shall be paid at the time and one-half rate of pay to the employee working overtime, computed on the hourly pay rate. Employees shall be paid double time for overtime worked on Sundays and holidays. The hourly rate shall be 1/40th of weekly salary. The City shall maintain the necessary overtime list made up of qualified employees to perform the duty needed. Employees shall be listed on a rotating list. A copy of this list shall be kept in the Chief's office and be available for inspection with permission. On this list the City shall record the date of call and the response and whether the overtime was refused or no answer received, or the employee was absent due to sickness, vacation, or otherwise. Employees shall be called in rotation, starting at the top of the list. Any mistakes will be corrected solely by future assignments. In the event there is no officer on said shift, then it shall be at the Chief's discretion to authorize an officer to work overtime. The officer in charge of scheduling the overtime will first telephone the employee. If the phone is busy, answered electronically, the phone is not answered, or the employee is not at home, the officer will then page the employee by their respective individual pager number. If no reply is received from the employee within 7 minutes, the officer will then

proceed to the next employee on the overtime list, following the same procedure until an employee is found to cover the needed overtime. If an employee refuses or no answer is received after paging the employee, the employee's name will be placed at the bottom of the list.

Assistant Fire Chiefs promoted prior to June 15, 2009, except for the Fire Prevention Officer, shall be paid on a salary basis and are exempt employees of the City of Piqua for overtime, FLSA matters and other related matters. In addition to their pre-determined salary, they shall be eligible for compensatory time off on an hour for hour basis for time worked in excess of their regularly scheduled workweek upon approval of the Fire Chief, Assistant City Manager or City Manager. Assistant Fire Chiefs may accrue a maximum of two hundred and forty (240) hours of compensatory time, on an hour for hour basis, at any one time. Hours worked beyond the regularly scheduled workweek after reaching the maximum two hundred and forty (240) hour limit will not be counted as compensatory time. Payment in lieu of compensatory time off shall not be granted, except at death while employed by the City of Piqua. At any other separation from the City of Piqua, Assistant Fire Chiefs shall not be paid for unused compensatory time. The same compensatory time rules will be applied to the Fire Prevention Officer.

Section 3. Voluntary Exchange of Duty Tours. The Fire Chief may grant the request of any employee to exchange hours of duty or days off with another employee who meets the qualifications as long as there is no increase in pay. The employee requesting exchange shall give as much advance notice as possible to the officer in charge.

Section 4. Normal Daily Work Schedule. The normal daily work schedule shall start at 7:00 a.m. and end at 5:00 p.m. with a one hour lunch period. The above does not pertain to work that may have to be performed in the care and maintenance of apparatus after returning from an emergency, after the hours described above.

Section 5. Call Back for Alarms. The procedure for call back is as follows: The officer in charge will see that the preceding shift of off-duty firefighters is called first, before calling the firefighters of the following shift. It is understood that errors are not correctable.

Section 6. Call Back Compensation. Employees recalled to duty under this Article will be compensated on the following basis: There will be no compensatory time off for such a recall to duty. Employees recalled will receive a minimum of 4 hours pay at their regular rate of pay. However, if the callback time exceeds 2 hours and 40 minutes, the employee will receive time and one-half the regular rate for the hours actually worked. On holidays, employees recalled will receive a minimum of 5 hours and 20 minutes pay at their regular rate of pay. However, if the callback time on a holiday exceeds 2 hours and 40 minutes, the employee will receive twice the regular rate for the hours actually worked. If more than one callback occurs during the initial 2 hours and 40 minutes, no credit will be given for the second callback until the 2 hour and 40 minute period has expired. Payment at the rate of 1-1/2 or double time figures on 1/40th of the weekly salary. This time or pay shall be verified by the officer in charge. This section shall not

apply to Assistant Fire Chiefs promoted prior to June 15, 2009, who shall be paid as provided in Section 2.

Section 7. Overtime Under the Fair Labor Standards Act. Employees shall be paid for overtime rather than receive compensatory time off. Overtime pay shall be calculated on the basis of the hours exceeding the maximum allowable under the Fair Labor Standards Act (204 hours in a 27 day work period) at time-and-one-half the employees' hourly rate. The hourly rate shall be 1/40th of the employee's weekly wage. There shall be no pyramiding of overtime under this Article. This section shall not apply to Assistant Fire Chiefs promoted prior to June 15, 2009 including the Fire Prevention Officer, who shall be paid as provided in Section 2.

Section 8. Relief at Emergency. In the event of a fire or other emergency requiring employees to work longer than their regular tour of duty, it shall be the responsibility of the officer in charge to see that these employees are relieved by the oncoming tour as speedily as possible.

**ARTICLE 14. WAGES**

Section 1. Weekly Wage Rates. The weekly wage rates for Fire Officers as agreed to in the June 15, 2009 memorandum of understanding shall be increased 0% effective January 1, 2011, 3.25% effective January 1, 2012, and 0% effective January 1, 2013. The wage step schedule for Fire Officers shall be as indicated in the attached Schedule "A", based on months of completed service in grade. Time in grade for each step before the Fire Officer is eligible for a merit increase is as follows in Table "A".

Step	Completed Months of Service in Grade/Certification or Qualification
A	0
B	30
C	60
D	<b>Time in Grade + Paramedic Certification or Fire Officer Qualification series</b>
E	<b>Time in Grade + Paramedic Certification or Fire Officer Qualification series</b>
F	<b>Time in Grade + Paramedic Certification or Fire Officer Qualification series</b>

The City may switch from paying employees on a weekly basis to paying employees once every two weeks, provided that the City will give employees and the Union at least 8 weeks notice before putting such a change into effect.

Each Fire Officer's performance will be rated by the Fire Chief prior to the anniversary date the Fire Officer is eligible, by time in grade, for consideration for a step increase.

A Fire Officer must receive an overall rating of satisfactory or better to receive a step increase. A Fire Officer denied a step increase may request a reevaluation after 90 days from the denial of the step increase.

Fire Officers at the top step will have their performance rated annually by the Fire Chief or his designee.

Rating forms, when completed, will be discussed with the employee. The employee is required to sign it as evidence of the fact that it has been reviewed and a copy will be returned to the employee. The signature does not necessarily mean that the employee is satisfied with the rating. It is recognized that satisfactory performance is a requirement and that unsatisfactory performance may result in denial of a step increase or disciplinary action.

Section 2. Paramedic Pay and Certification. The wage rate for an employee certified as a paramedic shall be 103% of the weekly wage rate for the appropriate classification. Fire Officers meeting the Paramedic qualification shall advance three steps regardless of their time in grade. For example, a newly promoted Assistant Fire Chief with a paramedic certification will be advanced to Step D. Conversely, an Assistant Fire Chief who drops paramedic certification will move back three steps unless he has completed the Fire Officer qualification series as detailed in this Agreement.

Section 3.

- A. Fire Officer, who was employed after 1983, shall be required as a condition of employment, to retain his/her certification as a paramedic until he/she has completed twelve and one half years of service with the department.
- B. A Fire Officer shall receive a bonus of the appropriate wage rate upon certification as a fire officer based on Fire Officer qualification series approved by Fire Chief. That appropriate wage rate shall consist of the following:
- C. A maximum of 1% of the base wage rate can be obtained with the following certification, ICMA Managing Fire Services certificate or a certificate from another equivalent course approved by the Fire Chief and 200 hours of outside training as defined in area 1 below.
- D. A maximum of 2% of the base wage rate can be obtained with the following certification, ICMA Managing Fire Services certificate or a certificate from another equivalent course approved by the Fire Chief and Associate Degree in Fire Science and 300 hours of outside training as defined in area 1 below.

- E. A maximum of 3% of the base wage rate can be obtained with the following certification, ICMA Managing Fire Services certificate or a certificate from another equivalent course approved by the Fire Chief and Bachelor Degree and 400 hours of outside training as defined in area 1 below.
  
- F. Area 1 is defined as follows:
  - a. College courses (from an accredited institution of higher learning as approved by the Fire Chief with a designated major in Fire Science, Public Administration, or any other major related to the Captain's or Assistant Fire Chief's job duties as determined by the Fire Chief).
  - b. Non-credit college courses (from an accredited institution of higher learning as approved by the Fire Chief with a designated major in Fire Science, Public Administration, or any other major related to the Captain's or Assistant Fire Chief's job duties as determined by the Fire Chief).
  
- G. Continuation of the wage rate increases will be maintained with the successful completion of either a 3 hour college or university course or 30 hours of approved outside in-service training programs each 18 months as continuing education.
  
- H. A Fire Officer receiving a bonus as a certified paramedic shall not be eligible to receive the three percent bonus as a certified Fire Officer. An Assistant Fire Chief or Fire Captain shall be required to maintain his/her certification as an emergency medical technician ambulance if not certified as a paramedic.
  
- I. An officer seeking outside job related education shall be allowed to attend classes while on duty with approval of the Fire Chief and if he is the only officer on duty, and if available, another officer will be called into work, fire related schooling only will be permitted. This will apply provided the classes are local, and possible overtime is available in the current fiscal year budget in sufficient amounts, designated specifically for these purposes.

Section 4. Acting Officer. If a Fire Captain is assigned and works as an Acting Assistant or Acting Fire Chief due to the unavailability or absence of an officer of a higher rank for at least one full duty day, the Fire Captain shall be entitled to receive a pay rate of 11% above the Fire Captain's wage rate for those hours actually worked in such a capacity. If an Assistant Fire Chief is assigned and works as an Acting Fire Chief due to the unavailability or absence of the Fire Chief for at least one full duty day, the Assistant Fire Chief shall be paid at the lowest base rate of pay for the Fire Chief exclusive of any paramedic or professional fire officer certifications for those hours

actually worked in such a capacity. The designation of an Acting Fire Chief for any period of less than one full duty day will be made without additional compensation.

The Fire Captain remains an overtime-eligible employee. The designation of an Acting Officer for any period of less than one full duty day will be made without additional compensation.

The selection of the officer to be assigned as the acting officer shall be made by the Fire Chief. An officer assigned as the acting officer shall be responsible to perform all the duties of the position and/or all other duties as assigned by the Fire Chief. The Fire Chief has the sole discretion in determining the need for such a temporary Acting Officer assignment. The officer must satisfactorily perform all the duties and requirements of the position. Unsatisfactory performance will be noted and may be grounds for non-appointment at the next opportunity.

## **ARTICLE 15. HOLIDAYS AND PERSONAL DAYS**

Section 1. Holidays. Eligible employees will receive holiday compensation for the following recognized holidays:

New Years Day	Labor Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day After Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day

The day of the week on which the holiday occurs shall be the holiday. Employees working from 7:00 a.m. to 12:00 midnight on the holiday in question shall be considered as working the holiday. Employees working 12:00 midnight to 7:00 a.m. on the holiday shall be considered as not working the holiday.

Section 2. Holiday Pay. 56 hour employees: Employees who do not work the holiday shall receive a compensatory 24-hour day off. Employees who work the 24-hour holiday shift shall receive a compensatory 24-hour day off plus ten percent of their weekly wage. 40 hour employees (Fire Prevention Officer): Employees shall have the holiday off with pay. Employees who work an 8-hour holiday shift shall receive a compensatory 12-hour day off.

Section 3. Eligibility. To be eligible for holiday pay, the employee must be entitled to pay for his last scheduled work day prior to the holiday and his first scheduled work day after the holiday. Employees on vacation or on a leave of absence with pay shall be considered as working their regular scheduled days for the purpose of this Section.

A holiday falling within an employee's paid sick leave shall not be charged against such sick leave period.

Section 4. Accumulation. An employee may accumulate up to six holidays. An employee may be permitted upon prior approval of the Fire Chief to accumulate up to

eight holidays due to extenuating circumstances (i.e., shift shortage, illness, injury, etc.). The next available day must be taken off to prevent a loss of holiday. Compensatory time off will not be granted when such time off will result in any shift having less than authorized minimum number of persons set by the department on duty, unless permission for such time off is first secured from the senior officer on duty, and then secured from the Chief of the Department, except in the case of special emergency affecting an on-duty Fire Officer and only with the permission of the senior officer on duty.

Employees will be granted compensatory time off provided that their presence is not required during the shift (ex: scheduled mandatory training, physical exams, etc.).

Vacations will take precedence over holiday time off, so until such time as the vacation schedule has been approved, holidays granted will be subject to bumping by vacations. After the vacation schedule has been completed and approved by the Chief of the Department, any employee who asks the officer in charge for a specific day off as a holiday, has complied with all the rules of this Agreement, and is granted such day off, shall not be bumped from such day by any employee who seeks to change or add vacation to the schedule, without the express consent of the Chief of the Department. Compensatory time off shall not be granted for more than one month ahead of the calendar month the request occurs in. For example: In June a member can request a holiday for June and July. In July a member may request a holiday in July and August, etc.

Section 5. Personal Leave. Officers working fifty-six hour work weeks shall be granted ninety-six hours (4 duty days) of personal time on May 1 of each year. Officers working a forty-hour week shall be granted forty-eight hours of personal time on May 1 of each year. By request officers may sell the full amount of personal time accrued each year. Officers will be able to maintain a maximum of 4 personal days on the books at any given time. An officer may be permitted upon prior approval of the Fire Chief to accumulate a maximum of 6 personal days due to extenuating circumstances (e.g., shift shortage, illness or injury).

## ARTICLE 16. VACATIONS

Section 1. General. Fire Officers shall be granted a vacation in each calendar year without loss of pay. Such vacation shall be computed in the following manner for employees working a 56 hour a week schedule:

For 3 years but less than 8 years	- 6 days annually
For 8 years but less than 15 years	- 9 days annually
For 15 years but less than 25 years	- 12 days annually
For 25 years or more	- 15 days annually

One day for employees working a 56 hour a week schedule is a scheduled work day of twenty-four hours.

Vacation shall be computed in the following manner for employees working a 40 hour a week schedule:

For 3 years but less than 8 years	- 10 days annually
For 8 years but less than 15 years	- 15 days annually
For 15 years but less than 25 years	- 20 days annually
For 25 years or more	- 25 days annually

One day for employees working a 40 hour a week schedule is a scheduled work day of eight hours.

A 56-hour employee who has accumulated 672 hours of sick leave shall be granted additional vacation at his request. The conversion will be the use of one sick day for one vacation day. In no case will more than three days additional vacation be granted in any calendar year under excess sick leave credits, and no employee shall receive more than 19 days vacation, including 1 PT vacation day, in one calendar year.

A 40-hour employee who has accumulated 480 hours of sick leave shall be granted additional vacation at his request. The conversion will be the use of one sick day for one vacation day. In no case will more than five days additional vacation be granted in any calendar year under excess sick leave credits, and no employee shall receive more than 30 days vacation in any one calendar year.

It is agreed that any person hired as a full-time employee by the City of Piqua will be given credit for prior service with other political subdivisions of the State of Ohio for the purpose of determining the amount of vacation the person will receive as an employee of the City of Piqua. Such prior service, if any, will be recognized after one year of employment with the City of Piqua.

Section 2. Physical Training (PT) Vacation Day(s). PT vacation days may be taken in one day increments, subject to approval by the officers in charge, unless the employee has accumulated a total of three PT vacation days in which case they must be taken consecutively. At no time will an employee be permitted to accumulate more than three PT vacation days.

Section 3. Vacation Period. Vacations shall be scheduled during the calendar year beginning January 1 and ending December 31 of that year. A 56-hour employee may transfer up to three days unused vacation time to the next calendar year, provided that any accumulated vacation shall not exceed the amount earned by an employee in a two year period. A 40-hour employee may transfer up to five days unused vacation to the next calendar year, provided that any accumulated vacation shall not exceed the amount earned by an employee in a two year period. Vacation may be scheduled in one-day increments.

Any employee who has accumulated vacation in excess of the amount earned in a two year period will forfeit such excess vacation as of December 31 unless prior approval by the City is granted for carry over to the next calendar year.

Section 4. Vacation Conversion to Cash. A 56-hour employee may convert up to 112 hours of accumulated vacation to cash annually at any time during the calendar year at the 56-hour rate. A 40-hour employee may convert up to 80 hours of accumulated vacation to cash annually at any time during the calendar year at the 40-hour rate.

Section 5. Partial Vacation Pay. In the event that an employee leaves City employment, he shall be paid accrued but unused vacation as of his last anniversary plus the pro-rata share of vacation earned during the current year. Vacation for the current year shall be pro-rated on the basis of 1/12th for each full month worked since the most recent anniversary of the employee's hiring date, times the number of vacation days that the employee would have earned by working the entire year.

## **ARTICLE 17. SICK LEAVE**

Section 1. Sick Leave Credit and Use. Employees scheduled to work 56 hours a week shall earn sick leave credit on the basis of one day (24 hours) for each completed month of service. Employees scheduled to work 40 hours a week shall earn sick leave credit on the basis of 10 hours for each completed month of service. Credit shall be earned by employees on extended sick leave only if there is an intention to and reasonable expectation of a return to work. Sick leave will be charged on the basis of one day (24 or 8 hours as applicable) for each day (24 or 8 hours) off. Sick leave may be used as provided by this Agreement for absence due to illness, birth, injury, exposure to contagious disease, and for illness in the employee's immediate family. In the case of sick leave granted to care for a family member, the employee is expected to return to work for the remainder of the employee's shift when another family member becomes available to provide care. Immediate family means spouse, parent (natural, step or in law) children (natural, step, or adopted) or other relatives living in the employee's household. Sick leave may not be used after the first week of a compensable injury.

Section 2. Sick Leave Accumulation and Payout. Sick leave will accumulate without limit for sick leave benefits.

Accumulated sick leave up to 1344 hours (for employees scheduled to work 56 hours a week) or up to 960 hours (for employees scheduled to work 40 hours a week) will be payable to employees with 8 or more years of service at termination of employment regardless of the reason for termination, except discharge for conviction of a felony offense, based on the following formula:

8 - 20 years	1:3
21 - 25 years	1:2
over 25 years	1:1

For employees scheduled to work 56 hours a week, unused sick leave shall be cumulative up to and including 2016 hours for retirement or death benefits only. For employees scheduled to work 40 hours a week, unused sick leave shall be cumulative up to and including 1440 hours for retirement or death benefits only.

For employees scheduled to work 56 hours a week, the hourly rate for payment of accumulated sick leave shall be the employee's weekly rate divided by fifty-six. For employees scheduled to work 40 hours a week, the hourly rate for payment of accumulated sick leave shall be the employee's weekly rate divided by forty. Payment may be made weekly or in a lump sum at the option of the Director of Finance, with due regard to the financial status of the City.

For employees hired after September 1, 2001, who work a 56 hour a week schedule, unused sick leave shall be cumulative up to and including 1008 hours for retirement or death benefits, and shall be cumulative up to and including 672 hours upon other termination of employment, (except for dismissal for conviction of a felony offense) on the same conversion formula applicable to employees hired before the effective date of this Agreement. Upon retirement, the employee shall also be paid for accumulated sick time, at the current hourly rate, for any hours earned above 1008 hours up to 2184 hours at the rate of 1 for 3 for a combined total of up to 1400 hours.

For employees hired after September 1, 2001, who work a 40 hour a week schedule, unused sick leave shall be cumulative up to and including 720 hours for retirement or death benefits, and shall be cumulative up to and including 480 hours upon other termination of employment (except for dismissal for conviction of a felony offense), on the same conversion formula applicable to employees hired before the effective date of this Agreement. Upon retirement, the employee shall also be paid for accumulated sick time, at the current hourly rate, for any hours earned above 720 hours up to 1560 hours at the rate of 1 for 3 for a combined total of up to 1000 hours.

Section 3. Sick Leave Conversion to Cash. Effective January 1, 2002, a 56-hour employee who has accumulated 56 days sick leave may convert up to 56 hours of sick leave to cash each calendar year. The conversion will be hour-for-hour at the 56-hour rate. A 40-hour employee who has accumulated 40 days of sick leave may convert up to 40 hours of sick leave to cash each calendar year. The conversion will be hour-for-hour at the 40-hour rate.

Effective January 1, 2005, a 56-hour Assistant Fire Chief or Captain who has used no more than 24 hours sick leave in the past 12 months may convert up to 56 hours of sick leave to cash each calendar year, at the 56-hour rate, provided that the Assistant Fire Chief's or Captain's sick leave balance after the conversion still exceeds 2,520 hours. Sick leave converted to cash is sick leave that was earned in prior years.

Section 4. Misuse of Sick Leave. Dishonesty in connection with sick leave will result in disciplinary action up to and including discharge. The Union agrees to support the City in efforts to control the misuse of sick leave.

Section 5. Voluntary Sick Leave Donation. All hours donated under this policy shall be determined by a dollar equivalent based upon the recipient's regular hourly rate.

An employee may donate the equivalent of a minimum of one (1) work day up to a maximum of one (1) work week per occurrence, to a fire department employee who has

exhausted paid leave, personal days and vacation hours, and otherwise continues to be qualified for paid sick leave.

Donation of sick leave may only be permitted provided that the employee has a minimum accumulated balance of 480 hours from the City of Piqua.

Hours donated shall be on an hour per hour, as required basis only, and no excess hours shall be permitted to accumulate beyond the actual number of hours required by the recipient.

A donation of sick leave will be deducted from the donor employee's accumulated sick leave hours but shall not be counted as an absence.

#### **ARTICLE 18. INJURY LEAVE**

When an employee is incapacitated from duty because of a compensable injury, sustained in the performance of the employee's duties, the employee shall be entitled to injury leave with compensation from the City, in the following amount: the difference between the employee's normal weekly salary and the amount of compensation paid to the employee by the Industrial Commission of Ohio, for a period of time from one week after date of injury up to six months after that date. The City may, in its discretion, elect to pay the employee his full weekly rate in place of the employee's receipt of compensation paid by the Industrial Commission. Additional injury leave for long term injury or illness may be granted by the City Manager upon proper application. The City may require a medical examination under the procedures set out in Article 9.

#### **ARTICLE 19. FUNERAL LEAVE**

An employee shall be paid at the employee's regular rate for a work day (24 or 8 hours as applicable) lost due to an absence caused by a death in an employee's immediate family. In special or extenuating circumstances, the Fire Chief may grant up to two (2) days of additional funeral leave. Funeral leave may be taken at any time from date of death to date of funeral. For the purposes of funeral leave, the definition of "immediate family" shall be spouse, parent, parent-in-law, brother, sister, child, including foster or step child, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, legal guardian who stands in loco parentis, employee's grandparents, employee's step grandparents, grandparents of employee's spouse, step grandparents of employee's spouse or any other member of the immediate household.

Up to 24 hours of sick leave may be granted to attend the funeral of an aunt, uncle, first cousin, niece or nephew.

Any additional time off granted by the Fire Chief in connection with a death covered by this Article will be charged against the employee's sick time.

## **ARTICLE 20. UNIFORMS AND EQUIPMENT**

**Section 1. Required Clothing and Uniforms.** The City shall purchase all required clothing and uniforms. After the initial issue, the City will pay for the replacement of any clothing that shows sign of wear or is lost or damaged in the line of duty. In order to receive the replacement clothing, the worn or damaged items shall be presented to the Fire Chief and/or designated representative for approval prior to purchasing the new items. All items shall be purchased through the regular City purchasing procedures and it shall be the responsibility of the Fire Chief and/or designated representative to maintain records on the disposition of these items.

**Section 2. Reimbursement of Personal Property Loss or Damage.** The City agrees to reimburse up to a maximum of \$40.00 (forty dollars) toward repair or replacement of personal wrist watches damaged or destroyed while in the performance of duties, limited to one occurrence per eligible person during the life of this agreement.

The City agrees to reimburse up to a maximum of \$125.00 (one hundred twenty five dollars) toward repair or replacement of personal prescription eye glasses damaged or destroyed while in the performance of duties, limited to one occurrence per eligible person during the life of this agreement.

Damage is to be reported to the shift supervising officer immediately and the damaged wrist watch or prescription eyeglasses presented for inspection and damage verification at the time of occurrence. Documentation of actual repair or replacement cost(s) is required prior to being eligible for reimbursement of damage expense(s).

**Section 3. SCBA Face Piece Prescription Lens Kits.** The City will provide prescription eyeglass kits, including lenses, for SCBA face pieces when needed by employees to safely see and work while at a fire scene.

**Section 4. Protection of Property and Equipment.** It shall be the responsibility of any employee having custody of any equipment and property to see that it is properly cared for, kept clean and returned to its place of storage. The employee shall not be held financially responsible for any accidentally damaged or missing property.

## **ARTICLE 21. FITNESS FOR DUTY**

**Section 1. Physical Examinations.** The City will provide for annual physical examinations to determine if an employee is able to perform the duties and functions of the position as established by the essential job functions established by the Chief. The Fire Chief will consult with the department doctor to determine the content of the examinations and the medical standards to be used. The Fire Chief will select the doctor(s) to perform the examinations. The examination may include a stress EKG if the regular EKG examination and employee's medical condition indicate it is appropriate.

**Section 2. Examination Results.** Employees will be bound by the results of the examinations. Should the employee not agree with the findings of the doctor selected

by the Fire Chief, the employee may, within thirty days, obtain an opinion of another doctor. The employee will bear the full cost of this examination. The doctor selected by the employee must provide a complete report of the examination and findings to the departmental physician and the employee. In the event of a conflict in the opinions and finding of the two doctors, a third doctor will be selected by the City and the Union. The cost of this examination will be paid by the City. The third doctor shall be furnished copies of the opinions and findings of the two doctors.

Should the City, after consultation with the department physician, and when applicable the report of the third doctor, judge an employee as being unable to perform his/her duties, the employee will be placed on a leave of absence. This leave will be unpaid except to the extent that the employee has paid leave available. An employee placed on a leave of absence will have one year to have the medical condition corrected and to meet the required standards. The employee may be terminated if the medical condition is not corrected and the employee is unable to perform essential duties and functions of the position.

Section 3. Physical Conditioning Equipment. The City will continue to make physical conditioning equipment available.

Section 4. Physical Conditioning and Testing. It is recognized that each employee is responsible for the employee's physical conditioning. The Fire Chief will consult with the department physician to interpret and apply the standards to the physical conditioning and testing program.

Each employee must annually undergo a test of the employee's physical conditioning/agility commencing during the third quarter of each year. The basis for the fitness test will be the standards set forth by Coopers Institute for Aerobic Research. The tests shall consist of the bench press, leg press, push ups, sit and reach or sit ups, and an aerobic test. The aerobic test shall consist of one of the following: 1 1/2 mile run, Rockport 1 mile walk, 12 minute run, or 12 minute bicycle ergometer.

The Single Standard General Population standards will be the basis for scoring. For an employee to pass the standard, the employee must meet or exceed the 50<sup>th</sup> percentile in each category. An employee who does not meet these standards will have the opportunity to retest within 3 months. An employee who meets or exceeds the employee's physical fitness standard shall receive one day of additional vacation.

An employee who does not meet the standards after a retest must take the Job Task Related Test. The Job Task Related Test that is utilized for new recruits will be used.

There will be no use of body fat composition or height/weight charts to determine physical fitness standards under this section.

Section 5. Non-compensable Time. Unless released from duty requirements during a scheduled work day, the time spent in conditioning, testing and undergoing examination or treatment shall not be compensable.

## **ARTICLE 22. TRAINING**

**Section 1. Need for In-Service Training.** The City of Piqua and the Union recognize the need for continuing in-service training in order to promote the professionalism of the individual employee and the Department, including training received at the outside academies and seminars. The City shall fairly and equitably distribute opportunities for such training among all employees covered by this Agreement, consistent with the operational needs of the Department and the training needs of individual employees.

**Section 2. Intra-Departmental, In-Service Training and Department Meetings.** Any employee required to attend a training session or departmental meeting outside of the employee's regular scheduled 24-hour shift will receive overtime pay for the time so spent.

**Section 3. In-Service Training at Outside Academies.** When an employee is required to attend training at an outside academy or seminar, the work schedule of the employee may be adjusted in advance of the training to reflect reasonable travel time to and from the training site. The employee's weekly schedule may also be adjusted to a 40-hour schedule consisting of five 8-hour days. In such a case, the employee's regularly scheduled work day for training purposes shall not include meal periods unless the exclusion of the meal period would reduce the regularly scheduled work day below 8 hours.

An officer seeking outside job related education shall be allowed to attend classes while on duty with approval of the Fire Chief. If he is the only officer on duty, and if available, another officer will be called into work. Fire related schooling only will be permitted. This will apply provided the classes are local, and that the money for the education and possible overtime is available in the current fiscal year budget in sufficient amounts, designated specifically for these purposes.

## **ARTICLE 23. PROMOTIONS AND APPOINTMENTS**

**Section 1. Promotions and Disqualification.** Appointment to the promoted ranks shall be made by promotion from the next lowest rank, providing the employee considered for the promotion is qualified for the position. A fire officer shall be able to take a promotional examination with less than 12 months in their current position, but cannot be promoted until the 12 months has been served in the current position. If the person is disqualified by the Chief or City Manager, the reasons for such disqualification shall be presented in writing to the person so disqualified. A disqualification may constitute a grievance and be processed in accordance with Article 7.

A. Testing. Scoring from the position of Captain to Assistant Chief shall be as follows:

1. Written Test – 50%
2. Assessment Center – 50%

3. Seniority points per ORC 123.4

The written test and assessment center shall each be scored with a maximum score of 100%. The written test score and the assessment center score shall each be divided by two, with the results added together for the final score (before the addition of seniority points). E.g. if the written score is 80% and the assessment center score is 90% the final score will be 85%. The candidate must score at least 70% on the written test to go on to the Assessment Center. There will be no minimum passing score on the Assessment Center.

B. The Director of the Civil Service Commission shall appoint members in the order of their rank on the certified eligibility list, the highest score being first and so on.

### **ARTICLE 24. WORK RULES**

Section 1. Adoption of Rules. The Fire Chief may adopt rules for the operation of the department and the conduct of its employees, provided such rules do not conflict with any of the provisions of this Agreement.

Section 2. Discipline. It is agreed that the City has the right to discipline or discharge regular employees for just cause, subject to the grievance and arbitration procedure.

Section 3. Legal Rights. If an employee elects to appeal a disciplinary action or discharge to the Civil Service Commission, the employee shall be denied any remedy under the grievance and arbitration procedure. Reprimands, either written or oral, will not be used to increase future disciplinary penalties or deny future promotional exams after one year from the date the reprimand is issued.

### **ARTICLE 25. GROUP INSURANCE**

Section 1. Health Insurance.

(a) Benefits Offered. The City will offer health insurance benefits throughout the term of this Agreement. The benefits will include a high deductible health plan (HDHP) and, at the employee's option, either a health savings account (HSA) or a health reimbursement account (HRA). The HDHP will have "network" deductibles of \$2,000 for individual coverage and \$4,000 for family coverage. Benefits will be as provided in the carrier's certificate of coverage.

The City will fund employee HSA accounts by funding 1/12<sup>th</sup> of the annual total each month. The City will fund employee HRA accounts by funding the entire amount each year in January. For the 2011 and 2012 plan years, the City will fund 85% of the accounts (\$1,700 for individual coverage and \$3,400 for family coverage). For the 2013 plan year, health insurance shall be subject to a reopener. Employees hired during a

provided and the cost of those benefits and (2) to consider alternatives to maintain acceptable benefit levels at an acceptable cost to employees and the City. Any recommendation approved by a majority of the members of the Insurance Committee will be submitted to the City Manager for his consideration.

- c) Cost Sharing. For the 2011 and 2012 plan years, an employee will contribute 13% of the City's total cost of purchasing the employee's HDHP and funding the employee's HSA or HRA, by weekly payroll deduction. For the 2013 plan year, health insurance shall be subject to a reopener.
- d) Option out. Eligible employees who decline the city offered health insurance benefits, will be entitled to receive a one-time payment per health insurance year (2011 and 2012) of \$2,000 for those eligible for family coverage and \$1,000 for individual coverage.

Section 2. Life Insurance. The City shall provide and pay the necessary premiums for group life insurance in the amount of \$50,000.

Section 3. Professional Liability Insurance. The City shall provide and pay the necessary premiums for professional liability insurance. The City will provide the most comprehensive insurance offered to the City and will provide a copy of the insurance policy to the Union.

## **ARTICLE 26. SENIORITY.**

Section 1. Definition. Seniority is defined as an employees total length of continuous service with the City as a firefighter.

Section 2. Break in Service. Continuous service as a firefighter will include approved leaves of absence and any period of layoff during which the firefighter retains recall rights.

Section 3. Identical Hire Dates. When two or more employees have the same seniority date, the employee with the lower employee identification number will be considered the most senior.

Section 4. Termination of Seniority. Seniority shall terminate when the employee:

- A. quits or resigns;
- B. retires;
- C. is discharged (unless reinstated through the grievance and arbitration procedure);
- D. fails to timely return from a layoff or leave of absence;
- E. is on layoff for a period of time equivalent to the employee's seniority, or two (2) years, whichever is less; or
- F. is on leave of absence for more than two (2) years.

Section 5. Seniority List. The Fire Chief shall maintain a seniority list which shall be brought up-to-date in a timely manner when the need arises.

#### **ARTICLE 27. LAYOFF AND RECALL.**

Section 1. Layoff. In the event of a layoff, the employee with the least seniority shall be laid off first. Firefighters and firefighter/paramedics will be considered the same classification in applying this Article.

Section 2. Recall. In the event of a recall, the most senior employee with recall rights will be recalled first. No new employee will be hired until all laid off employees with recall rights have been given the opportunity to return to work.

#### **ARTICLE 28. WAIVER.**

During the term of this Agreement, each party waives any right to require the other party to negotiate on any subject, and agrees that it shall take no action to compel the other party to negotiate on any subject except to the extent this Agreement specifically provides otherwise.

#### **ARTICLE 29. JOB REQUIREMENTS.**

Employees are to regard themselves as public employees, and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the general public.

In justice and in fairness to the City and the taxpayers, all employees shall report to work on time, shall not leave the job early, shall be prompt in reporting to their assigned duties and shall faithfully perform their duties.

#### **ARTICLE 30. UNION ACTIVITIES.**

Section 1. Union Officers. The Union shall notify the Fire Chief in writing whenever there is a change in the names of the current officers of Local 252. These notices shall be kept current by the Union at all times.

Section 2. Discipline. When an employee is to be discharged, suspended or given a written reprimand, a Union officer shall be present upon request of the employee or supervisor.

Section 3. Negotiations. Meetings between the City and the Union to negotiate the renewal of this Agreement or to process grievances will be scheduled, as far as practical, during normal working hours. If such meetings are held during an employee's normal working hours, the employee will suffer no loss of pay for time actually spent in such meetings. A maximum of 3 employees shall be eligible for such pay protection.

Section 4. Visits of Union Representatives. A Union officer may consult in the assembly area before the start of and at the completion of the day's work. Upon notification to and consent of the supervisor, the Union officer shall be permitted access to work areas at all reasonable times only for the purpose of adjusting grievances, assisting in the settlement of disputes, and for the purpose of carrying into effect the provisions and aims of this Agreement. These privileges are extended subject to the understanding that work assignments are not, in fact, interfered with.

Section 5. Meetings. The City agrees to permit the Union use of the Fire Department building for the conducting of the regular and special monthly meetings.

### **ARTICLE 31. AMERICANS WITH DISABILITIES ACT AND FAMILY AND MEDICAL LEAVE ACT COMPLIANCE.**

Section 1. Compliance. The City has the right to take steps reasonably necessary to comply with the Americans with Disabilities Act and with the Family and Medical Leave Act, or to remove doubts about such compliance.

Section 2. Honesty. Any dishonesty in connection with obtaining benefits of any sort under the American with Disabilities Act or the Family and Medical Leave Act, including reasons for leave, statements of disability, statements of fitness for duty, or anything else, will result in discharge.

Section 3. Eligibility and Duration. Under the Family and Medical Leave Act, an employee who has been employed by the City of Piqua for at least one year and has worked at least 1,250 hours in the previous twelve months, may take up to twelve weeks of FMLA leave during a rolling twelve-month period, for any of the following reasons: the birth and care of a son or daughter; the placement with the employee of a son or daughter for adoption or foster care; when needed to care for the employee's spouse, child, or parent with a serious health condition; or because of the employee's serious health condition that makes the employee unable to perform the functions of his or her job. A "rolling twelve-month period" means the 365 (or 366 where applicable) days immediately preceding any day the employee takes leave.

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the Armed Forces in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

A special leave entitlement permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation,

or therapy; or is in outpatient status; or is on the temporary disability retired list.

Section 4. Notice and Application. An employee must provide at least thirty days advance notice before the family or medical leave is to begin if the need for leave is foreseeable, such as for expected birth or planned medical treatment. If thirty days notice is not practicable, then the employee must provide notice on the day of or day after having knowledge. An employee shall complete a leave of absence application form, available from his or her supervisor, when beginning leave, or as soon after that as is practicable. The employee must list on this form the reasons for the requested leave, the expected start of the leave, and the expected length of the leave. If the employee is requesting intermittent leave or a reduced leave schedule, the employee shall state the reasons why the intermittent leave or a reduced leave schedule is medically necessary and the schedule of treatment (Intermittent leave and reduced leave schedule are not available for birth or adoption leaves).

Section 5. Medical Certification. An employee requesting leave to care for the employee's spouse, child or parent, or due to the employee's own serious health condition, must submit a medical certification completed by the health care provider of the employee or the employee's ill family member, demonstrating the need for the leave. The City of Piqua will provide a form for this. If the employee's leave, (whether full time, intermittent, or on a reduced schedule) is for more than thirty days, then he or she shall submit a new medical certification after thirty days, and after each thirty days after that. When the duration of the condition listed in the original certification exceeds 30 days, a new medical certification shall be required if the employee's leave is beyond the specified duration or every six months, whichever occurs first. A second opinion may be required; a third opinion may also be required if needed to resolve a dispute between the first and second opinions.

Section 6. Pay and Benefits. All family and medical leaves are without pay, except employees will be required to use all paid leave, paid personal days and vacation for absences covered by the Family and Medical Leave Act prior to being granted leave without pay. The unpaid portion of family and medical leaves are without benefits, except that group health and hospitalization insurance will be continued during the family and medical leave (up to twelve weeks in a twelve month period) with the same terms, conditions and employee contributions applicable to employees who are actively at work.

Section 7. Return From Family or Medical Leave. Employees must tell their supervisor of the date they will be able to return to work, in writing, no later than one week in advance. An employee on medical leave due to the employee's own serious health condition must, as a condition to returning to work, submit a medical certificate releasing the employee to return to his or her job.

Section 8. Restrictions. All leave which may be available or taken under the Family and Medical Leave Act is subject to the restrictions, limitations and conditions provided in that law and any valid regulations promulgated under it.

## **ARTICLE 32. LABOR/MANAGEMENT MEETINGS.**

Section 1. Committee In the interest of sound employee relations, a joint committee, not to exceed six (6), half of whom shall represent the City and half of whom shall represent the Union, may meet from time to time by mutual agreement upon a request by either party to discuss subjects of mutual concern.

Section 2. Conduct of Meeting An agenda will be furnished by the party requesting the meeting at least five (5) working days before the scheduled meeting, with a list of matters to be discussed in the meeting, and the names of the Union representatives who will be attending. Matters which may be discussed at such meetings include:

1. The administration of this Agreement;
2. Changes made by the City which affect bargaining unit employees;
3. Grievances which have not been processed beyond the final step of the grievance procedure, when such discussions are mutually agreed to in advance by the parties;
4. General information of interest to the parties;
5. Ways to increase productivity and to improve efficiency; and
6. Safety matters relating to employees.

Section 3. No Loss of Pay Union representatives attending Labor/Management meetings shall not suffer loss in their regular pay while attending any meetings provided for under this Article which are held during the employee's regular working hours. With the prior approval of the Fire Chief, Union representatives may confer with bargaining unit members in preparation for such meetings without a loss in their regular pay.

Section 4. L/M Not Negotiations Labor/Management meetings shall not be negotiation sessions to alter or amend the basic Agreement.

## **ARTICLE 33. TERM OF AGREEMENT.**

Section 1. Effective Dates. This Agreement shall become effective on January 1, 2011, and shall remain in full force and effect until 11:59 p.m., December 31, 2013. The parties shall continue in full force and effect all the terms and condition of this Agreement after expiration until a new agreement is signed or the statutory dispute settlement procedures are completed.

Section 2. Negotiations. The Union and the City shall present, in writing, their proposed changes for a successor agreement no later than 90 days before the termination date of this Agreement. Negotiations will commence between the 83<sup>rd</sup> and the 90<sup>th</sup> day before the termination date. Both parties shall negotiate in good faith in an earnest effort to complete negotiations and reach a new agreement 45 days before the termination date.

This Agreement is signed this \_\_\_\_ day of \_\_\_\_\_, 2010.

CITY OF PIQUA, OHIO

INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS, AFL-CIO-CLC,

LOCAL

Local #252 PIQUA, OHIO

By: \_\_\_\_\_

Schedule C - Fire Officers

EFFECTIVE January 1, 2011	Time in Grade +Paramedic/Officer Certification					
	STEP A 0 -30mos.	STEP B 31-59 mos.	STEP C 60 mos.	STEP D	STEP E	STEP F
WAGE RATE						
Promoted prior to June 15, 2009						
Fire Captain	\$23.14	\$23.39	\$23.62	\$23.83	\$24.09	\$24.33
Assistant Fire Chief	\$1,653.29 weekly	\$1,669.84 weekly	\$1,686.52 weekly	\$1,703.39 weekly	\$1,720.42 weekly	\$1,737.62 weekly
WAGE RATE						
Promoted after June 15, 2009						
Fire Captain	\$22.99	\$23.21	\$23.45	\$23.68	\$23.92	\$24.16
Assistant Fire Chief	\$1,386.55 weekly	\$1,401.53 weekly	\$1,415.31 weekly	\$1,427.89 weekly	\$1,443.47 weekly	\$1,457.85 weekly
EFFECTIVE January 1, 2012	Time in Grade +Paramedic/Officer Certification					
WAGE RATE						
Promoted prior to June 15, 2009						
Fire Captain	\$23.89	\$24.15	\$24.39	\$24.60	\$24.87	\$25.12
Assistant Fire Chief	\$1,707.02	\$1,724.11	\$1,741.33	\$1,758.75	\$1,776.33	\$1,794.09
WAGE RATE						
Promoted after June 15, 2009						
Fire Captain	\$23.74	\$23.96	\$24.21	\$24.45	\$24.70	\$24.95
Assistant Fire Chief	\$1,431.61	\$1,447.08	\$1,461.31	\$1,474.30	\$1,490.38	\$1,505.23
EFFECTIVE January 1, 2013	Time in Grade +Paramedic/Officer Certification					
WAGE RATE						
Promoted prior to June 15, 2009						
Fire Captain	\$23.89	\$24.15	\$24.39	\$24.60	\$24.87	\$25.12
Assistant Fire Chief	\$1,707.02	\$1,724.11	\$1,741.33	\$1,758.75	\$1,776.33	\$1,794.09
WAGE RATE						
Promoted after June 15, 2009						
Fire Captain	\$23.74	\$23.96	\$24.21	\$24.45	\$24.70	\$24.95
Assistant Fire Chief	\$1,431.61	\$1,447.08	\$1,461.31	\$1,474.30	\$1,490.38	\$1,505.23

**RESOLUTION NO. R-153-10**

**A RESOLUTION AUTHORIZING THE CITY  
MANAGER TO EXECUTE A LABOR CONTRACT  
WITH LOCAL UNION 252, INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS, AFL-CIO-CLC**

WHEREAS, the City Manager has negotiated a bargaining unit contract with Local Union 252, International Association of Firefighters, AFL-CIO-CLC; and

WHEREAS, IAFF (Firefighters) voted upon and ratified the collective bargaining agreement on December 13, 2010 as attached hereto; and

WHEREAS, said contract is just and reasonable and in the best interest of the City and its employees;

NOW, THEREFORE, BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that:

SEC. 1: The bargaining unit contract between the City and Local Union 252, International Association of Firefighters, AFL-CIO-CLC, to be in effect from January 1, 2011 through December 31, 2013, inclusive, is hereby approved, and the City Manager is hereby authorized to execute said contract on behalf of this Commission;

SEC. 2: This Resolution and the wages included will replace the wages of the bargaining unit employees listed in Schedule C (Firefighters), Chapter 33 of the Piqua Code;

SEC. 3: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

\_\_\_\_\_  
LUCINDA L. FESS, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
REBECCA J. COOL  
CLERK OF COMMISSION

**AGREEMENT  
BETWEEN  
THE CITY OF PIQUA  
AND  
LOCAL UNION 252  
INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS**

**AFL-CIO-CLC**

**1/1/2011 – 12/31/2013**

ARTICLE 1. UNION RECOGNITION .....	4
Section 1. Recognition.....	4
Section 2. Dues Checkoff.....	4
Section 3. Fair Share Fee.....	4
Section 4. Indemnity.....	4
ARTICLE 2. MANAGEMENT RIGHTS.....	4
ARTICLE 3. NO STRIKE - NO LOCKOUT.....	5
Section 1. No Strike by Union.....	5
Section 2. Union to Take Affirmative Action to Stop.....	5
Section 3. No Lockout by City.....	5
ARTICLE 4. COOPERATION.....	6
ARTICLE 5. RESIDENCY REQUIREMENTS.....	6
ARTICLE 6. PROBATIONARY EMPLOYEES.....	6
Section 1. Probation Period.....	6
Section 2. Probationary Leave.....	6
ARTICLE 7. GRIEVANCE AND ARBITRATION.....	6
ARTICLE 8. LEAVES OF ABSENCE.....	8
Section 1. Leave for Personal Reasons.....	8
Section 2. Leave of Absence Due to Illness or Injury.....	8
Section 3. Jury Leave.....	8
Section 4. Military Leave.....	8
Section 5. Unpaid Leave.....	9
Section 6. Unauthorized Absence.....	9
ARTICLE 9. HEALTH AND SAFETY.....	9
Section 1. Health and Safety Cooperation Between City and Union.....	9
Section 2. Medical Examination in Connection With Leave of Absence.....	9
Section 3. Medical Examination in Interest of Health, Safety, or Job Performance.....	9
Section 4. Authorization.....	9
Section 5. Third Doctor.....	9
ARTICLE 10. DRUGS AND ALCOHOL.....	10
Section 1. Use of Alcohol and Drugs.....	10
Section 2. Dependency Treatment.....	10
Section 3. Testing Procedure.....	10
Section 4. Rehabilitation and Counseling.....	12
Section 5. Appeal.....	13
Section 6. Search.....	13
ARTICLE 11. EFFECT OF LAW.....	13
ARTICLE 12. NO DISCRIMINATION.....	13
Section 1. Cooperation.....	13
Section 2. Reassignment.....	13
ARTICLE 13. HOURS OF DUTY AND OVERTIME.....	13
Section 1. Hours of Duty.....	13
Section 2. Overtime Scheduled.....	14
Section 3. Exchange of Duty Tours.....	14
Section 4. Normal Daily Work Schedule.....	14
Section 5. Call Back for Alarms.....	14
Section 6. Call Back Compensation.....	14

Section 7. Overtime Under the Fair Labor Standards Act.....	15
Section 8. Relief at Emergency.....	15
ARTICLE 14. WAGES.....	15
Section 1. Employee Ranks.....	15
Section 2. Weekly Wage Rates.....	15
Section 3. Paramedic Pay.....	15
Section 4. Acting Officer.....	16
Section 5. Evaluations.....	16
ARTICLE 15. HOLIDAYS AND PERSONAL DAYS.....	16
Section 1. Holidays.....	16
Section 2. Holiday Pay.....	16
Section 3. Eligibility.....	17
Section 4. Accumulation.....	17
Section 5. Personal Leave.....	17
ARTICLE 16. VACATIONS.....	17
Section 1. General.....	17
Section 2. Physical Training (PT) Vacation Day(s).....	18
Section 3. Vacation Period.....	18
Section 4. Vacation Selection.....	18
Section 5. Partial Vacation Pay.....	19
ARTICLE 17. SICK LEAVE.....	19
Section 1. Sick Leave Credit and Use.....	19
Section 2. Sick Leave Accumulation and Payout.....	19
Section 3. Misuse of Sick Leave.....	20
Section 4. Voluntary Sick Leave Donation.....	20
ARTICLE 18. INJURY LEAVE.....	21
ARTICLE 19. FUNERAL LEAVE.....	21
ARTICLE 20. UNIFORMS AND EQUIPMENT.....	21
Section 1. Required Clothing and Uniforms.....	21
Section 2. Reimbursement of Personal Property Loss or Damage.....	21
Section 3. SCBA Face Piece Prescription Lens Kits.....	22
Section 4. Protection of Property and Equipment.....	22
ARTICLE 21. FITNESS FOR DUTY.....	22
Section 1. Physical Examinations.....	22
Section 2. Examination Results.....	22
Section 3. Physical Conditioning Equipment.....	23
Section 4. Physical Conditioning and Testing.....	23
Section 5. Non-compensable Time.....	23
ARTICLE 22. TRAINING.....	23
Section 1. Need for In-Service Training.....	23
Section 2. Intra-Departmental, In-Service Training and Department Meetings.....	23
Section 3. In-Service Training at Outside Academies.....	24
ARTICLE 23. PROMOTIONS AND APPOINTMENTS.....	24
Section 1. Appointments.....	24
Section 2. Promotions and Disqualification.....	24
Section 3. Paramedic.....	24
ARTICLE 24. WORK RULES.....	25

Section 1. Adoption of Rules .....	25
Section 2. Discipline .....	25
Section 3. Legal Rights .....	25
ARTICLE 25. GROUP INSURANCE .....	25
Section 1. Health Insurance .....	25
Section 2. Life Insurance .....	26
Section 3. Professional Liability Insurance .....	26
ARTICLE 26. SENIORITY.....	26
Section 1. Definition .....	26
Section 2. Break in Service.....	26
Section 3. Identical Hire Dates .....	26
Section 4. Termination of Seniority.....	26
Section 5. Seniority List.....	27
ARTICLE 27. LAYOFF AND RECALL.....	27
Section 1. Layoff.....	27
Section 2. Recall.....	27
ARTICLE 28. WAIVER.....	27
ARTICLE 29. JOB REQUIREMENTS.....	27
ARTICLE 30. UNION ACTIVITIES.....	27
Section 1. Union Officers .....	27
Section 2. Discipline .....	27
Section 3. Negotiations .....	27
Section 4. Visits of Union Representatives.....	28
Section 5. Meetings.....	28
ARTICLE 31. AMERICANS WITH DISABILITIES ACT AND FAMILY AND MEDICAL LEAVE ACT COMPLIANCE. ....	28
Section 1. Compliance .....	28
Section 2. Honesty .....	28
Section 3. Eligibility and Duration .....	28
Section 4. Notice and Application.....	29
Section 5. Medical Certification .....	29
Section 6. Pay and Benefits .....	29
Section 7. Return From Family Medical Leave Act.....	29
Section 8. Restrictions .....	29
ARTICLE 32. LABOR/MANAGEMENT MEETINGS.....	30
Section 1. Committee.....	30
Section 2. Conduct of Meeting .....	30
Section 3. No Loss of Pay.....	30
Section 4. L/M Not Negotiations.....	30
ARTICLE 33. TERM OF AGREEMENT.....	30
Section 1. Effective Dates.....	30
Section 2. Negotiations .....	30

This Agreement is entered into by the City of Piqua, Ohio (City) and the International Association of Firefighters, AFL-CIO-CLC, Local Union 252 (Union).

## **ARTICLE 1. UNION RECOGNITION**

Section 1. Recognition. The City recognizes the Union as the exclusive bargaining representative of all full-time firefighters, but excluding Captains, Assistant Chiefs and the Chief of the Fire Department, for the purpose of bargaining with respect to wages, hours of work and working conditions. This Section is solely for the purpose of granting exclusive recognition and defining the coverage of this Agreement, and nothing else is intended or is to be inferred from this Section.

Section 2. Dues Checkoff. During the term of this Agreement, the City will deduct regular and uniform monthly Union dues or assessments from the wages of employees who individually and voluntarily authorize and direct such deductions. The authorization and direction must be in writing, must be signed by the employee, and must be revocable upon ten days notice to the City. The City will promptly forward checked off dues to the Union each month.

Section 3. Fair Share Fee. All employees of the bargaining unit who 60 days from date of hire are not members in good standing of the Union shall pay a fair share fee to the Union as a condition of employment. The fair share fee amount shall be certified to the City by the Secretary-Treasurer of the Local Union, in writing, but shall not be an amount larger than the dues amount paid by the members, as provided in Ohio Revised Code 4117.09 (C). Deduction of the fair share fee from any earnings of the employee shall be automatic and shall not require written authorization for payroll deduction. Payment to the Union of the fair share fees shall be made in accordance with procedures for delivery of regular dues deductions. The Union shall not discipline any member (other than membership revocation or suspension) for engaging in any lawful activity, or for lawfully refraining from engaging in any activity.

Section 4. Indemnity. The Union will hold the City harmless and indemnify it against any liability it may have in complying or attempting to comply with this Article.

## **ARTICLE 2. MANAGEMENT RIGHTS.**

The City reserves and retains the right to direct, manage and control the affairs of the City and its employees, except to the extent this Agreement specifically provides to the contrary. This includes, but is not limited to:

1. the exercise of all functions of government granted to the City by the constitution and the statutes of the State of Ohio and the Charter of the City of Piqua;
2. the securing of revenues of the City;
3. the determination from time to time as to what services the City shall perform;

4. the determination of the equipment, machinery, and methods to be used;
5. the selection, transfer, assignment and layoff of employees;
6. the termination of probationary employees, and the termination for just cause of other employees;
7. making, amending, and enforcing reasonable work rules and regulations;
8. the determination of the size and composition of the work force; and
9. taking actions to carry out the mission of the City as a governmental unit.

The City retains all rights except to the extent this Agreement specifically and expressly provides to the contrary. The City may exercise these rights, and any other management rights granted by this Agreement or by Section 4117.08 of the Ohio Revised Code, without prior consultation with the Union. Should the City fail to exercise any of its rights, or exercise them in a particular way, it shall not be deemed to have waived such rights or to be precluded from exercising them in some other way.

### **ARTICLE 3. NO STRIKE - NO LOCKOUT.**

Section 1. No Strike by Union. During the life of this Agreement, the Union shall not cause, authorize, sanction or condone, nor shall any employee take part in, any strike, slow-down, work stoppage, curtailment of work, concerted use of paid leave time, restriction of work, or interference with the operations of the Fire Department or City of any kind for any reason, including a labor dispute between the City and any other labor organization.

The Union shall not cause, authorize, sanction or condone, nor shall any employee take part in, any picketing of the Fire Department or the City's building, offices, or premises because of a labor dispute with the City. This paragraph shall not apply to informational picketing which does not interfere or attempt to interfere with the operations of the Fire Department or the City.

Section 2. Union to Take Affirmative Action to Stop. The Union agrees that it and its officers will take prompt affirmative action to prevent or stop unauthorized strikes, sit-downs, slow-downs, work stoppages, curtailment of work, concerted use of paid leave time, restrictions of work or interference with the operations of the Fire Department or City by notifying the employees and the public in writing that it disavows these acts. The Union further agrees that the Chief and the City have the right to discipline (including discharge) any or all employees who violate this Article, except that the grievance procedure shall be available to such employees only to contend that they did not participate or engage in such prohibited conduct.

Section 3. No Lockout by City. During the life of this Agreement, the City shall not cause, permit, or engage in any lockout of the employees.

**ARTICLE 4. COOPERATION.**

The City, the Union, and each employee will cooperate fully to maintain the highest levels of efficiency in serving the public, to serve the citizens of the City and the public in general, to protect the property of the City, the public and employees, to ensure the prompt and uninterrupted delivery of services to the public, and to promote the morale, rights and well-being of employees.

**ARTICLE 5. RESIDENCY REQUIREMENTS.**

Residency shall be per ORC 9.481 Residency requirements prohibited for certain employees.

**ARTICLE 6. PROBATIONARY EMPLOYEES.**

Section 1. Probation Period. All new employees shall serve a probationary period of 12 months and shall have no seniority rights during this period. All employees who have successfully completed a probationary period of 12 months shall be known as regular employees and the probationary period shall be considered part of the seniority time. The City has the right to terminate or layoff probationary employees at any time, and such termination or lay off shall not be subject to the grievance procedure, arbitration, or other appeal.

Section 2. Probationary Leave. Whenever a probationary employee is granted a leave of absence, or sick leave, or is laid off, suspended for disciplinary purposes, or is otherwise absent from work, the length of the probationary period shall be extended by the length of such absence. Upon return to duty following such absence, such employee shall be required to successfully complete the remaining portion of the probationary period.

**ARTICLE 7. GRIEVANCE AND ARBITRATION.**

The purpose of this grievance procedure shall be to settle all grievances between the City and the Union as quickly as possible so as to insure efficiency and promote employee morale.

A grievance is defined as any employee complaint that the City has violated this Agreement.

No settlement of a grievance presented by an employee shall contravene the provisions of this Agreement.

The Union shall designate an official Grievance Committee of three (3) members of the bargaining unit and shall notify the City, in writing, as to the membership of the Grievance Committee.

Should any employee or group of employees have a grievance, adjustment shall be sought as follows with the assistance of the Union.

1. An employee or group of employees having a grievance shall present the grievance, in writing, to the Grievance Committee within ten (10) calendar days of the occurrence of the incident giving rise to the grievance; however, where the employee does not have immediate knowledge of the occurrence, through no fault of his own, the grievance may be presented within 10 days of the date the employee knew or reasonably should have known about the occurrence.

The Grievance Committee, upon receipt of the written grievance, shall determine if a valid grievance exists after making any necessary investigation. If, in the opinion of the Grievance Committee, no valid grievance exists, no further action is necessary.

If the Grievance Committee determines that a valid grievance does exist, then the following steps shall be taken:

2. The grievance shall first be discussed orally with the employees immediate supervisor. The supervisor shall have seven (7) calendar days exclusive of designated City holidays to answer the grievance. If the supervisors answer does not resolve the grievance, the Union may take the grievance to the next step.
3. Within seven (7) calendar days exclusive of designated City holidays from the date of the supervisors answer the grievance may be presented in writing to the Fire Chief. To be arbitrable, a grievance must be filed at this step no later than 30 days after the grievance was filed with the Grievance Committee. The Fire Chief shall arrange for such meetings and make such investigation as he finds necessary and shall give a written answer within seven (7) calendar days exclusive of designated City holidays. If this answer does not resolve the grievance, the Union may take the grievance to the next step.
4. Within seven (7) calendar days exclusive of designated City holidays from the date of the Fire Chief's answer, the grievance shall be presented to the City Manager (or designee) in writing. The City Manager (or designee) shall give an answer in writing within fourteen (14) calendar days. The answer of the City Manager will stand unless within seven (7) calendar days exclusive of designated City holidays the Union notifies the City Manager in writing that the grievance will be taken to arbitration.
5. Should the grievance not be resolved by the City Manager, it will then be resolved through binding arbitration. The arbitration board will be made up of 3 members. Within five (5) days the Union and the City shall each appoint one member. These two shall select a third member. If within five (5) days after their appointment they are unable to select a third member, a third member shall be appointed through the rules of the American Arbitration Association.

The decision of the arbitrators shall be final and binding on both parties. The authority of the arbitration board shall be limited to the interpretation and application of this Agreement. It shall have no right to add or subtract from this Agreement. Any expenses of the third party incidental to arbitration shall be borne equally by both parties.

Failure by the Union to process the grievance within the time limits established in this Article shall mean that it has been satisfactorily resolved at the last step to which it has been properly processed. Failure by the City to answer a grievance within the time limits established in this Article shall entitle the Union to advance the grievance to the next step.

The time limits specified in this Article may be extended by a written agreement signed by both parties.

#### **ARTICLE 8. LEAVES OF ABSENCE.**

Section 1. Leave for Personal Reasons. An employee, upon written application, may be granted up to 30 days of unpaid personal leave of absence at the discretion of the City when such leave of absence is for a justifiable reason. Such a leave of absence may be extended by the City Manager for periods of time not to exceed a total of one year.

Section 2. Leave of Absence Due to Illness or Injury. An employee who is unable to work due to illness, injury, or other disability for a period in excess of 14 days must request a leave of absence in writing before the end of 14 days. In no event shall the leave for illness or injury extend for more than 1 year from the day the employee last worked, or, if less, for a period of time equal to the employee's seniority at the beginning of the leave, unless an extension is granted in the sole discretion of the City Manager, based on a medical opinion that the employee's return to work is imminent. Female employees will be granted a leave of absence for disabilities due to pregnancy on the same basis as leaves are granted for other disabilities. When an employee knows in advance that an absence or disability will occur, such as for surgery or due to pregnancy, the employee shall give the City notice of such expected disability as far in advance as practicable. Leave of absence due to illness or injury will be paid to the extent of available sick leave.

Section 3. Jury Leave. An employee required to serve on a jury by a court empowered by law to require such service shall be excused from duty for the time required for such service, and shall be paid the difference between jury pay and the employee's regular pay. Employees must present proof of the amount of jury pay received and must promptly report for duty when released from jury service, unless reporting for duty is excused by the Chief to the following shift.

Section 4. Military Leave. Employees who enter the military service of the United States will be afforded all applicable rights by law.

Section 5. Unpaid Leave. All leave is unpaid unless otherwise specifically provided (for example, sick leave, injury leave, jury leave and funeral leave).

Section 6. Unauthorized Absence. Unauthorized absence from duty may constitute grounds for discharge. An unauthorized absence is defined as any time after one hour past the start of a duty shift, and if it is continued for one full tour of duty without notification to the City, may result in disciplinary action up to and including discharge, unless the employee can substantiate that failure to notify the City was due to unforeseen circumstances beyond the employee's control and not the employee's fault.

## **ARTICLE 9. HEALTH AND SAFETY.**

Section 1. Health and Safety Cooperation Between City and Union. The City, the Union and all employees will cooperate fully on all matters pertaining to health and safety.

Section 2. Medical Examination in Connection With Leave of Absence. The City may require an employee to undergo an examination by, and to receive approval of, a physician or other examiner selected by the City before being permitted to go on leave, remain on leave, or return to work. If such examination is required, it shall be paid for by the City. The employee will not lose any regular straight time pay he would otherwise have received as a result of time reasonably spent in attending the examination.

Section 3. Medical Examination in Interest of Health, Safety, or Job Performance. In the interest of health, safety, or job performance, the City may at any time require a physical or mental examination of an employee by a physician or other examiner selected by the City. If the examiner determines that the employee's condition jeopardizes his health or safety or that of others, or his job performance, the City may place the employee on leave of absence. If such examination is required, it shall be paid for by the City. The employee will not lose any regular straight time pay he would otherwise have received as a result of time reasonably spent in attending the examination.

Section 4. Authorization. The City may require an employee to provide it authorization for release of his records and information about his status as part of an examination under this Article or when relevant to any claim by the employee against the City.

Section 5. Third Doctor. If an employee disagrees with the findings of the City's doctor, he may undergo an examination by a doctor of his choice, at his expense. The employee's doctor shall prepare a written report with a copy to the City. If the findings of the City's doctor and the employee's doctor are in conflict, the two doctors shall select a third doctor to resolve the conflict. The City and the employee will make all relevant materials available to the third doctor, including all medical records. The finding of the third doctor will be final and binding and his costs will be paid for by the City.

## ARTICLE 10. DRUGS AND ALCOHOL.

The purpose of this Article is to provide a safer work environment, to improve an employee's health or job performance when affected by the abuse of alcohol or drugs, and to provide guidelines for the consistent handling of alcohol and drug-related situations.

### Section 1. Use of Alcohol and Drugs.

- A. Employees shall not possess, sell or use alcohol or controlled substances while on the job, including meal periods.
- B. Employees shall not work or report to work under the influence of alcohol or controlled substances, except as provided in subparagraph C or D below.
- C. Employees must report to their supervisors when they are experiencing a reaction to a prescription or over-the-counter drug which may affect their ability to do their job.
- D. Employees called back to work will report to the supervisor any off duty use of alcohol or a reaction to a prescription or over-the-counter drug and shall not report to work.
- E. If an employee is called into work after consuming alcohol or is reporting to work when experiencing a reaction to a prescription or over-the-counter drug which may affect his ability to do his job, the on-duty supervisor will make a determination as to fitness for duty. No alcohol or drug test will be administered if subparagraph C or D applies. The on-duty supervisor will fill out and retain a form documenting his determination, with a copy to be filed with the Chief.

### Section 2. Dependency Treatment.

- A. Employees are urged to request assistance with any drug or alcohol problem before disciplinary action is necessary. If an employee advises the City of a drug or alcohol problem, the employee will be urged to receive counseling and, if necessary, will be permitted to take accrued paid sick leave or vacation to receive the recommended treatment. If an employee has exhausted accrued paid sick leave and vacation, he may apply for an unpaid personal leave of absence for the period of time necessary to receive the recommended treatment, which application shall not be unreasonably denied.
- B. Alcoholism and chemical dependencies are treatable. Employees covered by City-sponsored health insurance have limited coverage for treatment of alcoholism and chemical dependency. Any costs associated with treatment that are not covered by insurance will be the responsibility of the employee.

### Section 3. Testing Procedure.

- A. Drug and/or alcohol testing will be conducted when there is a reasonable suspicion that an employee is using or possessing controlled substances or alcohol, or abusing a controlled substance at work, or is working or reporting to

work under the influence of illegal drugs, alcohol or an abused controlled substance. Reasonable suspicion may be based upon, but is not limited to, unexplained and excessive absence, a reliable report, reporting to work with the odor of alcohol or marijuana on an employee, unusual behavior such as slurred speech or lack of coordination, the unauthorized possession of drug paraphernalia, or involvement in an on-duty accident or other on-duty incident which results in physical harm or property damage.

- B. Upon request, the Fire Chief shall identify to the employee and his representative the basis for reasonable suspicion. The Fire Chief may withhold the names of persons who have provided information if the Fire Chief identifies facts and circumstances which independently provide a basis for reasonable suspicion.
- C. Testing will require that the employee provide a urine and/or blood sample, or some other medically accepted procedure will be used. Any time an employee is requested to take a drug or alcohol test, the employee will be required to sign an authorization form permitting the physician or lab to conduct the test and release the results to the City and the employee. Refusal to sign the authorization form or to submit to a requested drug or alcohol test will be considered insubordination and will subject the employee to disciplinary action.
- D. The employee will be transported by a supervisor to the designated facility for collection of the test samples. All test samples will be given at a licensed medical facility or doctor's office selected by the City, sealed and properly identified. Testing will be conducted by a certified laboratory, and the test results will be considered a confidential medical record not subject to public disclosure. Results will be distributed to the City and the employee only. Positive drug screens results will be confirmed by gas chromatography/mass spectrometry (GC/MS). Drugs being screened may include any controlled substance contained in Schedules I through V of Section 202 of the Controlled Substance Act, Section 21 U.S.C. 812, or as defined in O.R.C. 3719.01.
- E. At any time prior to providing a sample of blood or urine, the employee will have the right to confer with an attorney or union representative as long as this does not result in the employee not being able to perform the test within the two hour period. To the extent possible, the sample must be provided within a 2 hour period after reasonable suspicion has been determined. The employee shall be granted a reasonable amount of time to change from the employee's uniform to civilian clothing.
- F. Employees will provide a minimum of three samples of blood or urine to be tested. One sample will be sent to the lab of the City's choosing. One other sample, at the employee's choice, will be sent to a lab of the employee's choosing, or the sample will be preserved in the proper manner to be tested in the case of positive results on the first sample. The third sample will be preserved in the proper manner to be tested by a different lab selected by the

City if the results of the City's and employee's first test are in conflict. If this is the case, the results of the third test shall be controlling.

Section 4. Rehabilitation and Counseling.

- A. An employee who tests positive for drugs or alcohol under this Article shall be given one opportunity for rehabilitation before disciplinary action is taken, provided that the employee's only rule violation is working or reporting to work under the influence of alcohol or controlled substances. An employee who violates any other rule under this Article shall be subject to disciplinary action, which may include discharge, for the first offense.
- B. A positive drug or alcohol test, or a drug or alcohol problem, shall not excuse or mitigate any other misconduct (e.g., insubordination or dishonesty). The City shall respond to such misconduct by applying the same principles of disciplinary action as it would apply to an employee who had no positive test result and no drug or alcohol problem.
- C. An employee who is entitled to an opportunity for rehabilitation under this Article will be relieved from duty immediately and placed on paid accrued sick leave. This sick leave may be conditioned upon receipt of reports that the employee is cooperating and making reasonable progress in the treatment program.
- D. Within 45 days of entering the treatment program the employee must provide satisfactory medical evidence that he has completed the program and is fit to return to work and must pass another drug/alcohol screen. This time limit can be extended only based on medical or scientific evidence that a longer time is justified. However, no period longer than 6 months total from the date of the original positive test will be permitted. Failure to meet these conditions will result in termination of employment. Accrued sick leave up to a maximum of 60 calendar days and accrued vacation may be used for this leave, otherwise this leave will be unpaid. If the dependency was a result of an accepted medical treatment program, the sick leave time shall be extended until the employee has exhausted his/her accumulated sick time.
- E. The treatment program must be provided by a facility accredited by the Joint Commission on the Accreditation of Hospitals and/or licensed through an appropriate state agency.
- F. Any employee who successfully completes a drug/alcohol program as described above and successfully passes a drug screen shall be reinstated to his former position without loss of time in grade.
- G. The Fire Chief may require up to two tests of an employee during the six month period after an employee has completed a rehabilitation program. These tests need not be based upon a reasonable suspicion of drug or alcohol use. If either test is positive, the employee's employment shall be terminated.

Section 5. Appeal.

An employee may appeal action taken by the City under this Article through the grievance procedure.

Section 6. Search.

All property belonging to the City, including City owned premises, desks, files and vehicles, is subject to search at any time without notice.

**ARTICLE 11. EFFECT OF LAW.**

If any provision of this Agreement is in conflict with any applicable federal law or regulation, that provision shall no longer be effective, but the remainder of this Agreement shall continue in full force and effect. The same is true with respect to any state law or regulation which cannot be subordinated to this Agreement. In such an event, the City and the Union may meet and confer on an alternative provision.

The City Commission shall adopt no ordinances, resolutions, or other legislative matters in conflict with this Agreement. Neither the City Manager, nor the Fire Chief, nor their subordinates shall adopt or issue any rules, regulations, orders or other executive directions in conflict with this Agreement.

The City and the Union intend this Agreement to prevail over any conflicting state or local law to the fullest extent permitted by law.

**ARTICLE 12. NO DISCRIMINATION.**

Section 1. Cooperation. The City, the Union, and each employee will cooperate fully to abide by all applicable laws and regulations prohibiting discrimination on account of race, color, religion, sex, national origin, age, disability, union activity, or status as a Veteran of the Vietnam era.

Section 2. Reassignment. Notwithstanding any other provision of this Agreement, the City may reassign a disabled employee or restructure a disabled employee's job in order to reasonably accommodate the disabled employee. The City shall notify the Union of such reassignment or restructuring in advance of its implementation. Such reassignment or restructuring shall be made in good faith for the purpose of meeting the City's obligation under the Americans With Disabilities Act or Ohio Revised Code 4112.

**ARTICLE 13. HOURS OF DUTY AND OVERTIME.**

Section 1. Hours of Duty. The hours of duty shall be so established by the Fire Department that the average weekly hours of duty (other than hours during which employees may be summoned or kept on duty) shall not exceed 56 hours. The shift hours will start at 7:00 a.m. and end at 7:00 a.m. the following day. Employees shall have 24 hour shifts immediately followed by 48 hours off duty.

Section 2. Overtime Scheduled. In the event that a need for overtime should occur in the Department because of vacation, sickness, or other reasons, overtime pay shall be paid at the time and one-half rate of pay to the employee working overtime, computed on the hourly pay rate. Employees shall be paid double time for overtime worked on Sundays and holidays. The hourly rate shall be 1/40th of weekly salary. The City shall maintain the necessary overtime list made up of qualified employees to perform the duty needed. Employees shall be listed on a rotating list. A copy of this list shall be kept in the Chief's office and be available for inspection with permission. On this list the City shall record the date of call and the response and whether the overtime was refused or no answer received, or the employee was absent due to sickness, vacation, or otherwise. Employees shall be called in rotation, starting at the top of the list. Any mistakes will be corrected solely by future assignments. In the event there is no officer on said shift, then it shall be at the Chief's discretion to authorize an officer to work overtime. The officer in charge of scheduling the overtime will first telephone the employee. If the phone is busy, answered electronically, the phone is not answered, or the employee is not at home, the officer will then page the employee by their respective individual pager number. If no reply is received from the employee within 7 minutes, the officer will then proceed to the next employee on the overtime list, following the same procedure until an employee is found to cover the needed overtime. If an employee refuses or no answer is received after paging the employee, the employee's name will be placed at the bottom of the list.

Section 3. Voluntary Exchange of Duty Tours. The Fire Chief may grant the request of any employee to exchange hours of duty or days off with another employee who meets the qualifications, as long as there is no increase in pay. The employee requesting exchange shall give as much advance notice as possible to the officer in charge.

Section 4. Normal Daily Work Schedule. The normal daily work schedule shall start at 7:00 a.m. and end at 5:00 p.m. with a one hour lunch period. The above does not pertain to work that may have to be performed in the care and maintenance of apparatus after returning from an emergency, after the hours described above.

Section 5. Call Back for Alarms. The procedure for call back is as follows: The officer in charge will see that the preceding shift of off-duty firefighters are called first, before calling the firefighters of the following shift. It is understood that errors are not correctable.

Section 6. Call Back Compensation. Employees recalled to duty under this Article will be compensated on the following basis: There will be no compensatory time off for such a recall to duty. Employees recalled will receive a minimum of 4 hours pay at their regular rate of pay. However, if the callback time exceeds 2 hours and 40 minutes, the employee will receive time and one-half the regular rate for the hours actually worked. On holidays, employees recalled will receive a minimum of 5 hours and 20 minutes pay at their regular rate of pay. However, if the callback time on a holiday exceeds 2 hours and 40 minutes, the employee will receive twice the regular rate for the hours actually worked. If more than one callback occurs during the initial 2 hours and 40 minutes, no

credit will be given for the second callback until the 2 hour and 40 minute period has expired. Payment at the rate of 1-1/2 or double time figures on 1/40th of the weekly salary. This time or pay shall be verified by the officer in charge.

Section 7. Overtime Under the Fair Labor Standards Act. Employees shall be paid for overtime rather than receive compensatory time off. Overtime pay shall be calculated on the basis of the hours exceeding the maximum allowable under the Fair Labor Standards Act (204 hours in a 27 day work period) at time-and-one-half the employees' hourly rate. The hourly rate shall be 1/40th of the employee's weekly wage. There shall be no pyramiding of overtime under this Article.

Section 8. Relief at Emergency. In the event of a fire or other emergency requiring employees to work longer than their regular tour of duty, it shall be the responsibility of the officer in charge to see that these employees are relieved by the oncoming tour as speedily as possible.

**ARTICLE 14. WAGES.**

Section 1. Employee Ranks. Each duty shift will have two officers in the promoted ranks.

Section 2. Weekly Wage Rates. The weekly wage rates for firefighters shall be increased 0% effective January 1, 2011, 3.25% effective January 1, 2012, and 0% effective January 1, 2013. These weekly wage rates will be as follows:

TITLE	MONTHS/YEARS COMPLETED	01/01/11	01/01/12	01/01/13
Firefighter I	0	\$954.13	\$985.14	\$985.14
Firefighter II	12/1	\$973.26	\$1,004.89	\$1,004.89
Firefighter III	24/2	\$992.32	\$1024.57	\$1024.57
Firefighter IV	36/3	\$1,071.39	\$1,106.21	\$1,106.21
Firefighter V	48/4	\$1,133.73	\$1,170.58	\$1,170.58
Firefighter VI	84/7	\$1,145.05	\$1,182.26	\$1,182.26
Firefighter VII	180/15	\$1,156.49	\$1,194.08	\$1,194.08
Firefighter VIII	276/23	\$1,168.06	\$1,206.02	\$1,206.02

The City may switch from paying employees on a weekly basis to paying employees once every two weeks, provided that the City will give employees and the Union at least 8 weeks notice before putting such a change into effect.

Section 3. Paramedic Pay

An employee must obtain certification as a paramedic within four years of employment as a condition of continued employment. The wage rate for an employee certified as a paramedic shall be 103% of the weekly wage rate for the appropriate classification. Employees shall become eligible to receive the paramedic wage upon certification as a paramedic. Employees hired before September 18, 2001 must maintain their paramedic certification until they have completed twelve and one-half years of service. Employees hired after September 18, 2001 must maintain their paramedic certification throughout their employment.

Section 4. Acting Officer. The employee filling the position of any absent officer of the Fire Department shall receive a 7% pay increase. The 7% increase shall cease when the officer returns to his duties.

Section 5. Evaluations. Step raises will be given as provided by applicable City Ordinance or personnel regulations. Each firefighter's performance will be rated by their supervisor prior to the anniversary date and approved by the City Manager. A firefighter hired after Sept. 1<sup>st</sup>, 2004 must receive a rating of satisfactory or better to receive an increase from firefighter II through firefighter V (48 months). These ratings also shall be considered for placing probationary firefighters into permanent status and for lateral assignments.

An employee who receives a rating of less than satisfactory may request reevaluation after 90 days from the date of their performance rating. Rating forms, when completed, will be discussed with the firefighter. The firefighter is required to sign it as evidence of the fact that it has been reviewed and a copy will be returned to the firefighter. The signature does not necessarily mean that the firefighter is satisfied with the rating.

## **ARTICLE 15. HOLIDAYS AND PERSONAL DAYS.**

Section 1. Holidays. The following are recognized as holidays under this Agreement:

New Years Day	Labor Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day After Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day

The day of the week on which the holiday occurs shall be the holiday. Employees working from 7:00 a.m. to 12:00 midnight on the holiday in question shall be considered as working the holiday. Employees working 12:00 midnight to 7:00 a.m. on the holiday shall be considered as not working the holiday.

Section 2. Holiday Pay. Employees who do not work the holiday shall receive a compensatory 24-hour day off. Employees who work the holiday shall receive a compensatory 24-hour day off plus ten percent of their weekly wage.

Section 3. Eligibility. To be eligible for holiday pay, the employee must be entitled to pay for his last scheduled work day prior to the holiday and his first scheduled work day after the holiday. Employees on vacation or on a leave of absence with pay shall be considered as working their regular scheduled days for the purpose of this Section.

A holiday falling within an employee's paid sick leave shall not be charged against such sick leave period.

Section 4. Accumulation. An employee may accumulate up to six holidays. An employee may be permitted upon prior approval of the Fire Chief to accumulate up to eight holidays due to extenuating circumstances (ie, shift shortage, illness, injury, etc.) The next available day must be taken off to prevent a loss of holiday. Compensatory time off will not be granted when such time off will result in any shift having less than authorized minimum number of persons set by the department on duty, unless permission for such time off is first secured from the senior officer on duty, and then secured from the Chief of the Department, except in the case of special emergency affecting an on-duty firefighter and only with the permission of the senior officer on duty. Employees will be granted compensatory time off after requesting it from their shift officer, provided that their presence is not required during the shift (ex: scheduled mandatory training, physical exams, etc.).

Vacations will take precedence over holiday time off, so until such time as the vacation schedule has been approved, holidays granted will be subject to bumping by vacations. After the vacation schedule has been completed and approved by the Chief of the Department, any employee who asks the officer in charge for a specific day off as a holiday, has complied with all the rules of this Agreement, and is granted such day off, shall not be bumped from such day by any employee who seeks to change or add vacation to the schedule, without the express consent of the Chief of the Department. Compensatory time off shall not be granted for more than one month ahead of the calendar month the request occurs in. For example: In June a member can request a holiday for June and July. In July a member may request a holiday in July and August, etc.

Section 5. Personal Leave. Each employee shall receive three 24-hour personal leave days on May 1st of each year. Personal leave not used by May 1st of the following year shall be forfeited. In extenuating circumstances with the Chief's permission a firefighter may sell up to 48 hours of personal leave at his hourly rate. A scheduled personal leave day may not be cancelled after 12:00 p.m. the preceding work day.

## **ARTICLE 16. VACATIONS.**

Section 1. General. Employees shall be granted a vacation in each calendar year without loss of pay. Such vacation shall be computed in the following manner:

After one year but less than 8 years

- 6 days annually

For 8 years but less than 15 years	- 9 days annually
For 15 years but less than 25 years	- 12 days annually
For 25 years or more	- 15 days annually

One day is a scheduled work day of twenty-four hours.

An employee who is entitled to vacation of 6 days or more may convert one week (56 hours) per calendar year to (56 hours) pay if the employee notifies the City at least two weeks before the employee wishes the payment.

An employee who has accumulated 28 days sick leave shall be granted additional vacation at his request. The conversion will be the use of one sick day for one vacation day. In no case will more than three days additional vacation be granted in any calendar year under excess sick leave credits, and no employee shall receive more than 19 days vacation in one calendar year, including 1 PT vacation day. Effective January 1, 2002, an employee who has accumulated 56 days sick leave may convert up to 56 hours of sick leave to cash each calendar year. The conversion will be hour for hour at the 56-hour rate. Sick leave converted to cash is sick leave that was earned in prior years.

It is agreed that any person hired as a full-time employee by the City of Piqua will be given credit for prior service with other political subdivisions of the State of Ohio for the purpose of determining the amount of vacation the person will receive as an employee of the City of Piqua. Such prior service, if any, will be recognized after one year of employment with the City of Piqua.

Section 2. Physical Training (PT) Vacation Day(s). PT vacation days may be taken in one day (24 hour), two, or three day increments, subject to approval by the officers in charge. At no time will an employee be permitted to accumulate more than three PT vacation days. PT vacation may be taken in conjunction with regular vacation.

Section 3. Vacation Period. Vacations shall be scheduled during the calendar year beginning January 1 and ending December 31 of that year. Up to three days unused vacation time may be transferred to the next calendar year at the discretion of the employee, provided that any accumulated vacation shall not exceed the amount earned by an employee in a two year period.

Any employee who has accumulated vacation in excess of the amount earned in a two year period will forfeit such excess vacation, as of December 31 unless prior approval by the City is granted for carry over to the next calendar year.

Section 4. Vacation Selection. A vacation selection list shall be posted for each shift from December 1 to April 1 of each year. All vacation selections shall be completed by April 1. The vacation leave shall be taken in three day units, except when the total vacation days are not divisible by three, the remaining day(s) may be scheduled as a single day. The vacation seniority list shall begin with the most senior employee and end with the

least senior employee. The most senior employee shall select first choice of vacation (be it 1, 2, 3 or 4 weeks) depending on length of service, by that employee's first duty day after December 1. The next most senior employee shall select first choice of vacation by that employee's second duty day after December 1, and so on down the list until all employees have selected their first choice by the procedure described above. A firefighter shall not have more than four consecutive weeks of vacation unless unanimously agreed to by the rest of the employees on that shift. In the event the above procedure is not complied with the employee in question loses first choice until the second round, at which time the employee may make both first and second choices.

The above procedures shall be repeated until all vacation selections have been completed, no later than April 1.

After April 1 vacation selections may be made, allowing two firefighters to be off at the same time, subject to approval by the Fire Chief and Shift Officers. The request must be made a minimum of two duty days in advance. It is understood by the parties that all vacation selections are requests until approved by the Fire Chief. Approval will take place before the end of April. An approved list will be posted on the bulletin board. It is also understood and agreed that in the event of extreme emergency or hardship, approved vacations may be cancelled. However an employee's first (week) choice will be guaranteed.

Section 5. Partial Vacation Pay. In the event that an employee leaves City employment, he shall be paid accrued but unused vacation as of his last anniversary plus the pro-rata share of vacation earned during the current anniversary year. Vacation for the current anniversary year shall be pro-rated on the basis of 1/12th for each full month worked since the most recent anniversary of the employee's hiring date, times the number of vacation days that the employee would have earned by working to the employee's next anniversary date.

#### **ARTICLE 17. SICK LEAVE.**

Section 1. Sick Leave Credit and Use. Employees shall earn sick leave credit on the basis of one day (24 hours) for each completed month of service. Credit shall be earned by employees on extended sick leave only if there is an intention to and reasonable expectation of a return to work. Sick leave will be charged on the basis of one day (24 hours) for each day (24 hours) off. Sick leave may be used as provided by this Agreement for absence due to illness, birth, injury, exposure to contagious disease, and for illness in the employee's immediate family. In the case of sick leave granted to care for a family member, the employee is expected to return to work for the remainder of the employee's shift when another family member becomes available to provide care. Immediate family means spouse, parent, (natural, step or in law) children (natural, step, adopted) or other relatives living in the employee's household. Sick leave may not be used after the first week of a compensable injury.

Section 2. Sick Leave Accumulation and Payout. Unused sick leave shall be cumulative up to and including 56 days (1344 hours) for sick leave benefits.

Accumulated sick leave up to 84 days (2016 hours) will be payable to employees with 8 or more years of service at termination of employment regardless of the reason for termination, except discharge for theft or felony, based on the following formula:

8 - 20 years	1:3
21 - 25 years	1:2
over 25 years	1:1

Unused sick leave shall be cumulative up to and including 84 days (2016 hours) for retirement or death benefits only.

The hourly rate for payment of accumulated sick leave shall be the employee's weekly rate divided by fifty-six. Payment may be made weekly or in a lump sum at the option of the Director of Finance, with due regard to the financial status of the City.

For employees hired after September 1, 2001, unused sick leave shall be cumulative up to and including 1008 hours for retirement or death benefits, and shall be cumulative up to and including 672 hours upon other termination of employment (except for dismissal for conviction of a felony offense), on the same conversion formula applicable to employees hired before the effective date of this Agreement. Upon retirement, the employee shall also be paid for accumulated sick time, at the current hourly rate, for any hours earned above 1008 hours up to 2184 hours at the rate of 1 for 3 for a combined total of up to 1400 hours.

Section 3. Misuse of Sick Leave. Dishonesty in connection with sick leave will result in disciplinary action up to and including discharge. The Union agrees to support the City in efforts to control the misuse of sick leave.

Section 4. Voluntary Sick Leave Donation. All hours donated under this policy shall be determined by a dollar equivalent based upon the recipient's regular hourly rate.

An employee may donate the equivalent of a minimum of one (1) work day up to a maximum of one (1) work week per occurrence, to a fire department employee who has exhausted paid leave, personal days and vacation hours, and otherwise continues to be qualified for paid sick leave.

Donation of sick leave may only be permitted provided that the employee has a minimum accumulated balance of 480 hours from the City of Piqua.

Hours donated shall be on an hour per hour, as required basis only, and no excess hours shall be permitted to accumulate beyond the actual number of hours required by the recipient.

A donation of sick leave will be deducted from the donor employee's accumulated sick leave hours but shall not be counted as an absence.

## **ARTICLE 18. INJURY LEAVE.**

When an employee is incapacitated from duty because of a compensable injury, sustained in the performance of the employee's duties, the employee shall be entitled to injury leave with compensation from the City, in the following amount: the difference between the employee's normal weekly salary and the amount of compensation paid to the employee by the Industrial Commission of Ohio, for a period of time from one week after date of injury up to six months after that date. The City may, in its discretion, elect to pay the employee his full weekly rate in place of the employee's receipt of compensation paid by the Industrial Commission. Additional injury leave for long term injury or illness may be granted by the City Manager upon proper application. The City may require a medical examination under the procedures set out in Article 9.

## **ARTICLE 19. FUNERAL LEAVE.**

An employee shall be paid at the employee's regular rate for a work day lost due to an absence caused by a death in an employee's immediate family. In special or extenuating circumstances, the Fire Chief may grant up to two (2) days of additional funeral leave. Funeral leave may be taken at any time from date of death to date of funeral. For the purposes of funeral leave, the definition of "immediate family" shall be spouse, parent, parent-in-law, brother, sister, child, including foster or step child, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, legal guardian who stands in loco parentis, employees grandparents, employees step grandparents, grandparents of employees spouse, step grandparents of employees spouse or any other member of the immediate household.

Up to 24 hours of sick leave may be granted to attend the funeral of an aunt, uncle, first cousin, niece or nephew.

Any additional time off granted by the Fire Chief in connection with a death covered by this Article will be charged against the employees sick time.

## **ARTICLE 20. UNIFORMS AND EQUIPMENT.**

Section 1. Required Clothing and Uniforms. The City shall purchase all required clothing and uniforms. After the initial issue, the City will pay for the replacement of any clothing that shows sign of wear or is lost or damaged in the line of duty. In order to receive the replacement clothing, the worn or damaged items shall be presented to the Fire Chief and/or designated representative for approval prior to purchasing the new items. All items shall be purchased through the regular City purchasing procedures and it shall be the responsibility of the Fire Chief and/or designated representative to maintain records on the disposition of these items.

Section 2. Reimbursement of Personal Property Loss or Damage. The City agrees to reimburse up to a maximum of \$40.00 (forty dollars) toward repair or replacement of personal wrist watches damaged or destroyed while in the performance of duties,

excluding fire scenes, limited to one occurrence per eligible person during the life of this agreement.

The City agrees to reimburse up to a maximum of \$125.00 (one hundred twenty five dollars) toward repair or replacement of personal prescription eye glasses damaged or destroyed while in the performance of duties, limited to one occurrence per eligible person during the life of this agreement.

Damage is to be reported to the shift supervising officer immediately and the damaged wrist watch or prescription eyeglasses presented for inspection and damage verification at the time of occurrence. Documentation of actual repair or replacement cost(s) is required prior to being eligible for reimbursement of damage expense(s).

Section 3. SCBA Face Piece Prescription Lens Kits. The City will provide prescription eyeglass kits, including lenses, for SCBA face pieces when needed by employees to safely see and work while at a fire scene.

Section 4. Protection of Property and Equipment. It shall be the responsibility of any employee having custody of any equipment and property to see that it is properly cared for, kept clean and returned to its place of storage. The employee shall not be held financially responsible for any accidentally damaged or missing property.

## **ARTICLE 21. FITNESS FOR DUTY.**

Section 1. Physical Examinations. The City will provide for annual physical examinations to determine if an employee is able to perform the duties and functions of the position as established by the essential job functions established by the Chief. The Fire Chief will consult with the department doctor to determine the content of the examinations and the medical standards to be used. The Fire Chief will select the doctor(s) to perform the examinations. The examination may include a stress EKG if the regular EKG examination and employee's medical condition indicate it is appropriate.

Section 2. Examination Results. Employees will be bound by the results of the examinations. Should the employee not agree with the findings of the doctor selected by the Fire Chief, the employee may within thirty days, obtain an opinion of another doctor. The employee will bear the full cost of this examination. The doctor selected by the employee must provide a complete report of the examination and findings to the departmental physician and the employee. In the event of a conflict in the opinions and finding of the two doctors, a third doctor will be selected by the two doctors. The cost of this examination will be paid by the City. The third doctor shall be furnished copies of the opinions and findings of the two doctors.

Should the City, after consultation with the department physician, and when applicable the report of the third doctor, judge an employee as being unable to perform his/her duties, the employee will be placed on a leave of absence. An employee placed on a leave of absence will have six months to have the medical condition corrected and to meet the required standards. Additional time may be granted by the City Manager upon

application. An employee will be terminated if the medical condition is not corrected and the employee is unable to perform essential duties and functions of the position.

Section 3. Physical Conditioning Equipment. The City will continue to make physical conditioning equipment available.

Section 4. Physical Conditioning and Testing. It is recognized that each employee is responsible for the employee's physical conditioning. The Fire Chief will consult with the department physician to interpret and apply the standards to the physical conditioning and testing program.

Each employee must annually undergo a test of the employee's physical conditioning/agility commencing during the third quarter of each year. The basis for the fitness test will be the standards set forth by Coopers Institute for Aerobic Research. The tests shall consist of the bench press, leg press, push ups, sit and reach or sit ups, and an aerobic test. The aerobic test shall consist of one of the following: 1 1/2 mile run, Rockport 1 mile walk, 12 minute run, or 12 minute bicycle ergometer.

The Single Standard General Population standards will be the basis for scoring. For an employee to pass the standard, the employee must meet or exceed the 50<sup>th</sup> percentile in each category. An employee who does not meet these standards will have the opportunity to retest within 3 months. An employee who meets or exceeds the employee's physical fitness standard shall receive one day of additional vacation.

An employee who does not meet the standards after a retest must take the Job Task Related Test. The Job Task Related Test that is utilized for new recruits will be used.

There will be no use of body fat composition or height/weight charts to determine physical fitness standards under this section.

Section 5. Non-compensable Time. Unless released from duty requirements during a scheduled work day, the time spent in conditioning, testing and undergoing examination or treatment shall not be compensable.

## **ARTICLE 22. TRAINING.**

Section 1. Need for In-Service Training. The City of Piqua and the Union recognize the need for continuing in-service training in order to promote the professionalism of the individual employee and the Department, including training received at the outside academies and seminars. The City shall fairly and equitably distribute opportunities for such training among all employees covered by this Agreement, consistent with the operational needs of the Department and the training needs of individual employees.

Section 2. Intra-Departmental, In-Service Training and Department Meetings. Any employee required to attend a training session or departmental meeting outside of the employee's regular scheduled 24-hour shift will receive overtime pay for the time so spent.

Section 3. In-Service Training at Outside Academies. When an employee is required to attend training at an outside academy or seminar, the work schedule of the employee may be adjusted in advance of the training to reflect reasonable travel time to and from the training site. The employee's weekly schedule may also be adjusted to a 40-hour schedule consisting of five 8-hour days. In such a case, the employee's regularly scheduled work day for training purposes shall not include meal periods unless the exclusion of the meal period would reduce the regularly scheduled work day below 8 hours.

## **ARTICLE 23. PROMOTIONS AND APPOINTMENTS.**

Section 1. Appointments. All vacancies and promotions shall be filled in accordance with Civil Service Rules and Regulations for the City of Piqua.

Section 2. Promotions and Disqualification. Appointments to the promoted ranks shall be made by promotion from the next lowest rank, providing the employee considered for the promotion is qualified for the position. No Firefighter classed employee shall be eligible to take a promotional examination unless he/she has served a total of sixty (60) months in a lower non-officer classification from the most recent date of hire to the Piqua Fire Department. If the person is disqualified by the Chief or City Manager, the reasons for such disqualification shall be presented in writing to the person so disqualified. A disqualification may constitute a grievance and be processed in accordance with Article 7.

A. Testing, scoring from the position of Firefighter to the next promoted rank shall be as follows:

1. Written test - 50%
2. Assessment Center - 50%
3. Seniority points per O.R.C. 124.45

The written test and the assessment center shall each be scored with a maximum score of 100%. The written test score and the assessment center score shall each be divided by two, with the results added together for the final score (before the addition of seniority points). E.g., if the written score is 80% and the assessment center score is 90%, the final score will be 85%. A firefighter must score at least 70% on the written test to go on to the assessment center. There will be no minimum passing score on the assessment center.

B. The City Manager shall make promotional appointments in order of their rank on the certified list with the highest score being first and so on.

C. Testing and scoring for assistant fire chief shall be governed by the City's Civil Service Rules.

Section 3. Paramedic. Appointment to Paramedic shall be based upon certification.

## ARTICLE 24. WORK RULES.

Section 1. Adoption of Rules. The Fire Chief may adopt rules for the operation of the department and the conduct of its employees, provided such rules do not conflict with any of the provisions of this Agreement.

Section 2. Discipline. It is agreed that the City has the right to discipline or discharge regular employees for just cause, subject to the grievance and arbitration procedure.

Section 3. Legal Rights. If an employee elects to appeal a disciplinary action or discharge to the Civil Service Commission, the employee shall be denied any remedy under the grievance and arbitration procedure. Reprimands, either written or oral, will not be used to increase future disciplinary penalties or deny future promotional exams after one year from the date the reprimand is issued.

## ARTICLE 25. GROUP INSURANCE.

### Section 1. Health Insurance.

- a) Benefits Offered. The City will offer health insurance benefits throughout the term of this Agreement. The benefits will include a high deductible health plan (HDHP) and, at the employee's option, either a health savings account (HSA) or a health reimbursement account (HRA). The HDHP will have "network" deductibles of \$2,000 for individual coverage and \$4,000 for family coverage. Benefits will be as provided in the carrier's certificate of coverage.

The City will fund the employee HSA accounts by funding 1/12<sup>th</sup> of the annual total each month. The City will fund the employee HRA accounts by funding the entire amount each year in January. For the 2011, and 2012 plan years, the City will fund 85% of employee HSA and HRA accounts (\$1,700 for individual coverage and \$3,400 for family coverage). For the 2013 plan year, health insurance shall be subject to a reopener. Employees hired during a plan year shall have the City's contribution to their HSA prorated based upon the number of full months employed by Piqua during that initial plan year.

The City shall select the carrier for the HDHP annually after consulting with the Insurance Committee. The City will maintain comparable coverage for the duration of this Agreement. Comparable coverage shall mean that the City shall solicit quotes annually from up to three carriers and request standard products which most closely match the plan design then in effect on January 1, 2007. Exact match of plan design need not be obtained. Bargaining unit employees shall be offered at a minimum the same benefits on the same terms applicable to the City's unrepresented employees.

- b) Insurance Committee. The Union shall designate up to two bargaining unit employees to represent the bargaining unit on the City's Insurance Committee. The Insurance Committee will meet periodically to (1) review the benefits being

provided and the cost of those benefits and (2) to consider alternatives to maintain acceptable benefit levels at an acceptable cost to employees and the City. Any recommendation approved by a majority of the members of the Insurance Committee will be submitted to the City Manager for his consideration.

- c) Cost Sharing. For the 2011 and 2012 plan years, an employee will contribute 13% of the City's total cost of purchasing the employee's HDHP and funding the employee's HSA or HRA, by weekly payroll deduction. For the 2013 plan year, health insurance shall be subject to a reopener.
- d) Option out. Eligible employees who decline the city offered health insurance benefits, will be entitled to receive a one-time payment per health insurance year (2011 and 2012) of \$2,000 for those eligible for family coverage and \$1,000 for individual coverage.

Section 2. Life Insurance. The City shall provide and pay the necessary premiums for group life insurance in the amount of \$50,000.

Section 3. Professional Liability Insurance. The City shall provide and pay the necessary premiums for professional liability insurance. The City will provide the most comprehensive insurance offered to the City and will provide a copy of the insurance policy to the Union.

## **ARTICLE 26. SENIORITY.**

Section 1. Definition. Seniority is defined as an employees total length of continuous service with the City as a firefighter.

Section 2. Break in Service. Continuous service as a firefighter will include approved leaves of absence and any period of layoff during which the firefighter retains recall rights.

Section 3. Identical Hire Dates. When two or more employees have the same seniority date, the employee with the lower employee identification number will be considered the most senior.

Section 4. Termination of Seniority. Seniority shall terminate when the employee:

- A. quits or resigns;
- B. retires;
- C. is discharged (unless reinstated through the grievance and arbitration procedure);
- D. fails to timely return from a layoff or leave of absence;
- E. is on layoff for a period of time equivalent to the employee's seniority, or two (2) years, whichever is less; or
- F. is on leave of absence for more than two (2) years.

Section 5. Seniority List. The Fire Chief shall maintain a seniority list which shall be brought up-to-date in a timely manner when the need arises.

#### **ARTICLE 27. LAYOFF AND RECALL.**

Section 1. Layoff. In the event of a layoff, the employee with the least seniority shall be laid off first. Firefighters and firefighter/paramedics will be considered the same classification in applying this Article.

Section 2. Recall. In the event of a recall, the most senior employee with recall rights will be recalled first. No new employee will be hired until all laid off employees with recall rights have been given the opportunity to return to work.

#### **ARTICLE 28. WAIVER.**

During the term of this Agreement, each party waives any right to require the other party to negotiate on any subject, and agrees that it shall take no action to compel the other party to negotiate on any subject except to the extent this Agreement specifically provides otherwise.

#### **ARTICLE 29. JOB REQUIREMENTS.**

Employees are to regard themselves as public employees, and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the general public.

In justice and in fairness to the City and the taxpayers, all employees shall report to work on time, shall not leave the job early, shall be prompt in reporting to their assigned duties and shall faithfully perform their duties.

#### **ARTICLE 30. UNION ACTIVITIES.**

Section 1. Union Officers. The Union shall notify the Fire Chief in writing whenever there is a change in the names of the current officers of Local 252. These notices shall be kept current by the Union at all times.

Section 2. Discipline. When an employee is to be discharged, suspended or given a written reprimand, a Union officer shall be present upon request of the employee or supervisor.

Section 3. Negotiations. Meetings between the City and the Union to negotiate the renewal of this Agreement or to process grievances will be scheduled, as far as practical, during normal working hours. If such meetings are held during an employee's normal working hours, the employee will suffer no loss of pay for time actually spent in such meetings. A maximum of 3 employees shall be eligible for such pay protection.

Section 4. Visits of Union Representatives. A Union officer may consult in the assembly area before the start of and at the completion of the day's work. Upon notification to and consent of the supervisor, the Union officer shall be permitted access to work areas at all reasonable times only for the purpose of adjusting grievances, assisting in the settlement of disputes, and for the purpose of carrying into effect the provisions and aims of this Agreement. These privileges are extended subject to the understanding that work assignments are not, in fact, interfered with.

Section 5. Meetings. The City agrees to permit the Union use of the Fire Department building for the conducting of the regular and special monthly meetings.

#### **ARTICLE 31. AMERICANS WITH DISABILITIES ACT AND FAMILY AND MEDICAL LEAVE ACT COMPLIANCE.**

Section 1. Compliance. The City has the right to take steps reasonably necessary to comply with the Americans with Disabilities Act and with the Family and Medical Leave Act, or to remove doubts about such compliance.

Section 2. Honesty. Any dishonesty in connection with obtaining benefits of any sort under the American with Disabilities Act or the Family and Medical Leave Act, including reasons for leave, statements of disability, statements of fitness for duty, or anything else, will result in discharge.

Section 3. Eligibility and Duration. Under the Family and Medical Leave Act, an employee who has been employed by the City of Piqua for at least one year and has worked at least 1,250 hours in the previous twelve months, may take up to twelve weeks of FMLA leave during a rolling twelve-month period, for any of the following reasons: the birth and care of a son or daughter; the placement with the employee of a son or daughter for adoption or foster care; when needed to care for the employee's spouse, child, or parent with a serious health condition; or because of the employee's serious health condition that makes the employee unable to perform the functions of his or her job. A "rolling twelve-month period" means the 365 (or 366 where applicable) days immediately preceding any day the employee takes leave.

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the Armed Forces in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

A special leave entitlement permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation,

or therapy; or is in outpatient status; or is on the temporary disability retired list.

Section 4. Notice and Application. An employee must provide at least thirty days advance notice before the family or medical leave is to begin if the need for leave is foreseeable, such as for expected birth or planned medical treatment. If thirty days notice is not practicable, then the employee must provide notice on the day of or day after having knowledge. An employee shall complete a leave of absence application form, available from his or her supervisor, when beginning leave, or as soon after that as is practicable. The employee must list on this form the reasons for the requested leave, the expected start of the leave, and the expected length of the leave. If the employee is requesting intermittent leave or a reduced leave schedule, the employee shall state the reasons why the intermittent leave or a reduced leave schedule is medically necessary and the schedule of treatment (Intermittent leave and reduced leave schedule are not available for birth or adoption leaves).

Section 5. Medical Certification. An employee requesting leave to care for the employee's spouse, child or parent, or due to the employee's own serious health condition, must submit a medical certification completed by the health care provider of the employee or the employee's ill family member, demonstrating the need for the leave. The City of Piqua will provide a form for this. If the employee's leave, (whether full time, intermittent, or on a reduced schedule) is for more than thirty days, then he or she shall submit a new medical certification after thirty days, and after each thirty days after that. When the duration of the condition listed in the original certification exceeds 30 days, a new medical certification shall be required if the employee's leave is beyond the specified duration or every six months, whichever occurs first. A second opinion may be required; a third opinion may also be required if needed to resolve a dispute between the first and second opinions.

Section 6. Pay and Benefits. All family and medical leaves are without pay, except employees will be required to use all paid leave, paid personal days and vacation for absences covered by the Family and Medical Leave Act prior to being granted leave without pay. The unpaid portion of family and medical leaves are without benefits, except that group health and hospitalization insurance will be continued during the family and medical leave (up to twelve weeks in a twelve month period) with the same terms, conditions and employee contributions applicable to employees who are actively at work.

Section 7. Return From Family or Medical Leave. Employees must tell their supervisor of the date they will be able to return to work, in writing, no later than one week in advance. An employee on medical leave due to the employee's own serious health condition must, as a condition to returning to work, submit a medical certificate releasing the employee to return to his or her job.

Section 8. Restrictions. All leave which may be available or taken under the Family and Medical Leave Act is subject to the restrictions, limitations and conditions provided in that law and any valid regulations promulgated under it.

## **ARTICLE 32. LABOR/MANAGEMENT MEETINGS.**

Section 1. Committee In the interest of sound employee relations, a joint committee, not to exceed six (6), half of whom shall represent the City and half of whom shall represent the Union, may meet from time to time by mutual agreement upon a request by either party to discuss subjects of mutual concern.

Section 2. Conduct of Meeting An agenda will be furnished by the party requesting the meeting at least five (5) working days before the scheduled meeting, with a list of matters to be discussed in the meeting, and the names of the Union representatives who will be attending. Matters which may be discussed at such meetings include:

1. The administration of this Agreement;
2. Changes made by the City which affect bargaining unit employees;
3. Grievances which have not been processed beyond the final step of the grievance procedure, when such discussions are mutually agreed to in advance by the parties;
4. General information of interest to the parties;
5. Ways to increase productivity and to improve efficiency; and
6. Safety matters relating to employees.

Section 3. No Loss of Pay Union representatives attending Labor/Management meetings shall not suffer loss in their regular pay while attending any meetings provided for under this Article which are held during the employee's regular working hours. With the prior approval of the Fire Chief, Union representatives may confer with bargaining unit members in preparation for such meetings without a loss in their regular pay.

Section 4. L/M Not Negotiations Labor/Management meetings shall not be negotiation sessions to alter or amend the basic Agreement.

## **ARTICLE 33. TERM OF AGREEMENT.**

Section 1. Effective Dates. This Agreement shall become effective on January 1, 2011, and shall remain in full force and effect until 11:59 p.m., December 31, 2013. The parties shall continue in full force and effect all the terms and condition of this Agreement after expiration until a new agreement is signed or the statutory dispute settlement procedures are completed.

Section 2. Negotiations. The Union and the City shall present, in writing, their proposed changes for a successor agreement no later than 90 days before the termination date of this Agreement. Negotiations will commence between the 83<sup>rd</sup> and the 90<sup>th</sup> day before the termination date. Both parties shall negotiate in good faith in an earnest effort to complete negotiations and reach a new agreement 45 days before the termination date.

This Agreement is signed this \_\_\_\_ day of \_\_\_\_\_, 2010.

CITY OF PIQUA, OHIO

INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS, AFL-CIO-CLC,

LOCAL

Local #252 PIQUA, OHIO

By: \_\_\_\_\_

Schedule C - Firefighters

Effective January 1, 2011	Months Completed	Code without	Wage Paramedic	Code with Paramedic	Wage
Firefighter I	0	640.1	\$954.13	640.11	\$982.75
Firefighter II	12	640.2	\$973.26	640.22	\$1,002.46
Firefighter III	24	640.3	\$992.32	640.33	\$1,022.09
Firefighter IV	36	640.4	\$1,071.39	640.44	\$1,103.53
Firefighter V	48	640.5	\$1,133.73	640.55	\$1,167.74
Firefighter VI	84	640.6	\$1,145.05	640.66	\$1,179.40
Firefighter VII	180	640.7	\$1,156.49	640.77	\$1,191.18
Firefighter VIII	276	640.8	\$1,168.06	640.88	\$1,203.10

Effective January 1, 2012	Months Completed	Code without	Wage Paramedic	Code with Paramedic	Wage
Firefighter I	0	640.1	\$985.14	640.11	\$1,014.69
Firefighter II	12	640.2	\$1,004.89	640.22	\$1,035.04
Firefighter III	24	640.3	\$1,024.57	640.33	\$1,055.31
Firefighter IV	36	640.4	\$1,106.21	640.44	\$1,139.40
Firefighter V	48	640.5	\$1,170.58	640.55	\$1,205.69
Firefighter VI	84	640.6	\$1,182.26	640.66	\$1,217.73
Firefighter VII	180	640.7	\$1,194.08	640.77	\$1,229.90
Firefighter VIII	276	640.8	\$1,206.02	640.88	\$1,242.20

Effective January 1, 2013	Months Completed	Code without	Wage Paramedic	Code with Paramedic	Wage
Firefighter I	0	640.1	\$985.14	640.11	\$1,014.69
Firefighter II	12	640.2	\$1,004.89	640.22	\$1,035.04
Firefighter III	24	640.3	\$1,024.57	640.33	\$1,055.31
Firefighter IV	36	640.4	\$1,106.21	640.44	\$1,139.40
Firefighter V	48	640.5	\$1,170.58	640.55	\$1,205.69
Firefighter VI	84	640.6	\$1,182.26	640.66	\$1,217.73
Firefighter VII	180	640.7	\$1,194.08	640.77	\$1,229.90
Firefighter VIII	276	640.8	\$1,206.02	640.88	\$1,242.20

**RESOLUTION NO. R-154-10**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO  
EXECUTE A LABOR CONTRACT WITH THE  
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION**

WHEREAS, the City Manager has negotiated a bargaining unit contract with the Ohio Patrolmen's Benevolent Association., and

WHEREAS, OPBA voted upon and ratified the collective bargaining agreement on December 13, 2010 as attached hereto; and

WHEREAS, said contract is just and reasonable and in the best interest of the City and its employees;

NOW THEREFORE, BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio the majority of all members elected thereto concurring, that:

SEC. 1: The bargaining unit contract between the City and the Ohio Patrolmen's Benevolent Association to be in effect from January 1, 2011 through December 31, 2013, inclusive is hereby approved, and the City Manager is hereby authorized to execute said contract on behalf of this Commission;

SEC 2: This Resolution and the wages included will replace the wages of the bargaining unit employees listed on Schedule A, Chapter 33 of the Piqua Code;

SEC 3: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

\_\_\_\_\_  
LUCINDA L. FESS, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
REBECCA J. COOL  
CLERK OF COMMISSION

AGREEMENT  
BETWEEN  
CITY OF PIQUA, OHIO  
AND  
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION  
1/1/2011 – 12/31/2013

## TABLE OF CONTENTS

	Page
ARTICLE 1. COVERAGE.....	1
Section 1. Recognition.....	1
Section 2. Dues Checkoff.....	1
Section 3. Fair Share Fee.....	1
ARTICLE 2. MANAGEMENT RIGHTS.....	1
ARTICLE 3. NO STRIKE - NO LOCKOUT.....	3
Section 1. No Strike by Union.....	3
Section 2. Union to Take Affirmative Action to Stop.....	3
Section 3. No Lockout by City.....	3
ARTICLE 4. COOPERATION.....	3
ARTICLE 5. DISCHARGE AND DISCIPLINE.....	3
Section 1. Just Cause.....	3
Section 2. Probationary Employees.....	3
Section 3. Forms of Discipline.....	4
Section 4. Old Discipline.....	4
Section 5. Personnel Files.....	4
Section 6. Investigations.....	4
Section 7. Press Releases.....	5
Section 8. Duty to Public and Officer.....	6
Section 9. Conditions of Employment.....	6
ARTICLE 6. GRIEVANCE AND ARBITRATION.....	6
Section 1. Definition.....	6
Section 2. Procedure.....	6
Section 3. Steps.....	6
Section 4. Multiple Grievances.....	7
Section 5. Content.....	8
Section 6. Class Grievance.....	8
Section 7. Union Grievances.....	8
Section 8. Attendance.....	8
Section 9. Visits of Union Representatives.....	8

ARTICLE 7. LEAVES OF ABSENCE.....	8
Section 1. Leave for Personal Reasons.....	8
Section 2. Leave of Absence Due to Illness or Injury.....	9
Section 3. Military Service.....	9
Section 4. Unpaid.....	9
Section 5. Ineligibility for Overtime.....	9
ARTICLE 8. HEALTH AND SAFETY.....	9
Section 1. Health and Safety Cooperation Between City and Union.....	9
Section 2. Medical Examination Returning From Leave of Absence.....	10
Section 3. Medical Examination in Interest of Health, Safety, or Job Performance .....	10
Section 4. Authorization.....	10
Section 5. Third Doctor .....	10
Section 6. Physical Fitness and Wellness Program.....	10
Section 7. Medical Examinations .....	11
ARTICLE 9. DRUGS AND ALCOHOL.....	11
Section 1. Use of Alcohol and Drugs .....	11
Section 2. Dependency Treatment.....	12
Section 3. Testing Procedure.....	12
Section 4. Rehabilitation and Counseling .....	14
Section 5. Appeal.....	15
ARTICLE 10. EFFECT OF LAW.....	15
ARTICLE 11. NON-BARGAINING UNIT JOB DUTIES.....	15
Section 1.....	15
Section 2. Bargaining Unit Work/Special Duty .....	15
ARTICLE 12. HOURS OF WORK AND OVERTIME.....	16
Section 1. No Guarantee .....	16
Section 2. Scheduling .....	16
Section 3. Pyramiding.....	16
Section 4. Scheduled Overtime - Time and One-Half Pay.....	16
Section 5. Emergency Overtime Pay .....	16
Section 6. Regular Overtime - Work Beyond End of Shift.....	17
Section 7. Special Circumstances - Overtime.....	17

Section 8. Court Overtime.....	17
Section 9. Jury Duty.....	17
Section 10. Time Between Shifts.....	18
Section 11. Yearly Time Changes.....	18
Section 12. Documentation.....	18
Section 13. Exchange of Duty.....	18
ARTICLE 13. WAGES.....	19
Section 1. Hourly Wage Rates.....	19
Section 2. Exempt status.....	20
Section 3. Work in Higher Grade.....	20
Section 4. Evaluations.....	20
Section 5. Payroll Deductions.....	20
ARTICLE 14. HOLIDAYS AND PERSONAL LEAVE HOURS.....	21
Section 1. Holidays.....	21
Section 2. Holiday Pay/Accumulation.....	21
Section 3. Holiday Time Off and Overtime.....	21
Section 4. Holiday Work - Premium Pay.....	22
Section 5. Holiday Work - Leaving Early.....	22
Section 6. Personal Leave Hours.....	22
ARTICLE 15. VACATIONS.....	23
Section 1. Eligibility.....	23
Section 2. Vacation Scheduling and Request to Use Accrued Leave Procedures.....	23
ARTICLE 16. SICK LEAVE.....	24
Section 1. Sick Leave Credit.....	24
Section 2. Sick Leave Usage.....	24
Section 3. Sick Leave Conversion.....	24
Section 4. Additional Conversion.....	24
ARTICLE 17. INJURY LEAVE.....	25
ARTICLE 18. FUNERAL LEAVE.....	25
Section 1. Funeral Leave.....	25
Section 2. Supplemental Funeral Leave - Immediate Family.....	25
Section 3. Supplemental Funeral Leave - Out of State.....	25

Section 4. Funeral Leave - Legal Affairs .....	25
Section 5. Funeral Leave - Other Relatives .....	25
ARTICLE 19. UNIFORMS AND EQUIPMENT.....	26
Section 1. Officer's Uniform, Clothing and Equipment Allowance .....	26
Section 3. Duty Weapon - Retirement.....	26
ARTICLE 20. EDUCATIONAL BENEFITS.....	27
Section 1. Education Benefits .....	27
Section 2. Reimbursement of Benefits.....	28
ARTICLE 21. TRAINING. ....	28
Section 1. Need for In-Service Training .....	28
Section 2. Intra-Departmental, In-Service Training and Department Meetings .....	28
Section 3. In-Service Training at Outside Academies .....	28
ARTICLE 22. MILEAGE EXPENSES - PRIVATE VEHICLES.....	29
ARTICLE 23. SEVERANCE.....	29
ARTICLE 24. GROUP INSURANCE.....	30
Section 1. Health Insurance.....	30
Section 2. Life Insurance .....	31
Section 3. Professional Liability Insurance.....	31
ARTICLE 25. SENIORITY.....	31
Section 1. Application of Seniority.....	31
Section 2. Definitions .....	31
ARTICLE 26. LAYOFF AND RECALL.....	31
ARTICLE 27. BULLETIN BOARD.....	32
ARTICLE 28. CONTRACT COPIES.....	32
ARTICLE 29. UNION BUSINESS.....	32
ARTICLE 30. AMERICANS WITH DISABILITIES ACT AND FAMILY AND MEDICAL LEAVE ACT COMPLIANCE.....	33
Section 1. Compliance .....	33
Section 2. Honesty.....	33
Section 3. Eligibility and Duration.....	33
Section 4. Notice and Application .....	34
Section 5. Medical Certification.....	34

Section 6. Pay and Benefits .....	34
Section 7. Return From Family or Medical Leave .....	34
Section 8. Restrictions .....	34
ARTICLE 31. LABOR/MANAGEMENT MEETINGS .....	35
Section 1 .....	35
Section 2 .....	35
Section 3 .....	35
Section 4 .....	35
ARTICLE 32. TERM OF AGREEMENT .....	35
Section 1. Effective Dates .....	35
Section 2. No Contractual Obligations Outside Effective Dates .....	35
Section 3. Negotiations for a New Contract .....	36

This Agreement is between the City of Piqua, Ohio (the City) and the Ohio Patrolmen's Benevolent Association (the Union).

## **ARTICLE 1. COVERAGE.**

**Section 1. Recognition.** The City recognizes the Union as the exclusive bargaining representative for all Deputy Chiefs and Lieutenants, but excludes the Chief. This Section is solely for the purpose of granting exclusive recognition and defining the coverage of this Agreement, and nothing else is intended or is to be inferred from this Section. Whenever a specific reference is not made to Deputy Chief or Lieutenant in this Agreement, the terms "member" or "employee" will be utilized to generally refer to all bargaining unit members.

**Section 2. Dues Checkoff.** During the term of this Agreement, the City will deduct regular and uniform dues for the Union for each member who authorizes that deduction in writing and provides it to the City. The authorization shall be lawful and shall be revocable by a written notice to the City. The City will promptly forward checked-off dues to the Union each month. The Union will indemnify the City and hold it harmless from any liability in complying with this Section or attempting to comply with this Section.

**Section 3. Fair Share Fee.** All members who do not become members in good standing of the Union shall pay a fair share fee to the Union effective 60 days from the officer's date of hire as a condition of employment. The fair share amount shall be certified to the City by an authorized representative of the Union, in writing, but shall not be an amount larger than the dues amount paid by members, as provided in Ohio Revised Code 4117.09(C). Deductions of the fair share fee from any earnings of the member shall be automatic and shall not require written authorization for payroll deduction. The City will promptly forward fair share fees to the Union each month. The Union will indemnify the City and hold it harmless from any liability in complying with this Section or attempting to comply with this Section.

## **ARTICLE 2. MANAGEMENT RIGHTS.**

- A. The City reserves and retains the right to direct, manage and control the affairs of the City and its employees, except to the extent this Agreement specifically provides to the contrary.
- B. This includes, but is not limited to:
  - 1. the exercise of all functions of government granted to the City by the constitution and the statutes of the State of Ohio and the Charter of the City of Piqua;
  - 2. the securing of revenues of the City;
  - 3. the determination from time to time as to what services the City shall perform;

4. the establishment or continuation of policies, practices, or procedures for the conduct of its affairs and from time to time, the change or abolition of such practices or procedures;
5. the purchasing and maintaining of adequate and safe equipment;
6. the determination of the tools, equipment, machinery, and methods to be used;
7. the selection, transfer, assignment and layoff of employees;
8. the termination of probationary employees, and the termination for just cause of other employees;
9. making, amending, and enforcing reasonable work rules and regulations;
10. the determination of the number of hours per day or other period any operation may be carried on, and the times for the performance of such operations;
11. the determination of the starting and stopping times for each job and shift;
12. the selection and determination of the number and the types of employees required;
13. the establishment of training programs and upgrading requirements for employees;
14. the establishment and the changing of work schedules and assignments;
15. establishing and changing job content;
16. determining what jobs are to be created, retained or discontinued and how they are to be filled;
17. the determination of the size and composition of the work force; and
18. taking such other measures that the City or its management may determine to be necessary for the orderly and efficient operation of the work force.

The City retains all rights except to the extent this Agreement specifically and expressly provides to the contrary. The City may exercise these rights, and any other management rights granted by this Agreement or by 4117.08 R.C., without prior consultation with the Union.

- C. Should the City fail to exercise any of its rights, or exercise them in a particular way, it shall not be deemed to have waived such rights or to be precluded from exercising them in some other way.
- D. This Article and any other provision in this Agreement granting management rights are in addition to the rights of management set forth in Section 4117.08 of the Ohio Revised Code.

**ARTICLE 3. NO STRIKE - NO LOCKOUT.**

Section 1. No Strike by Union. During the life of this Agreement, the Union shall not cause, authorize, sanction or condone, nor shall any member of the Union take part in, any strike, sit-down, stay-in, slow-down, work stoppage, curtailment of work, concerted use of paid leave time, restriction of work, or interference with the operations of the Police Department or City of any kind for any reason, including a labor dispute between the City and any other labor organization.

The Union shall not cause, authorize, sanction or condone, nor shall any member of the Union take part in, any picketing of the Police Department or City's buildings, offices, or premises because of a labor dispute with the City.

Section 2. Union to Take Affirmative Action to Stop. The Union agrees that it and its members will take prompt affirmative action to prevent or stop unauthorized strikes, sit-downs, slow-downs, work stoppages, curtailment of work, concerted use of paid leave time, restrictions of work or interference with the operations of the Police Department or City by notifying the officers and the public in writing that it disavows these acts. The Union further agrees that the Chief of Police and the City have the right to discipline (including discharge) any or all members who violate this Article, except that the grievance procedure shall be available to such members only to contend that they had not participated or engaged in such prohibited conduct.

Section 3. No Lockout by City. During the life of this Agreement, the City shall not cause, permit, or engage in any lockout of the members.

**ARTICLE 4. COOPERATION.**

The City, the Union, and each member will cooperate fully to maintain the highest levels of efficiency in serving the public, to perform services promptly, to maintain the highest professional and ethical standards, and to protect the property of the City, employees, and all other persons.

**ARTICLE 5. DISCHARGE AND DISCIPLINE.**

Section 1. Just Cause. The City has a right to discharge or discipline members for just cause, and to discharge or discipline probationary employees with or without just cause.

Section 2. Probationary Employees. All new members shall be probationary for one year after their date of initial appointment. The City has the right to terminate or layoff

probationary employees for any reason, except to the extent provided otherwise in Article 6, Section 3. Such action shall not be subject to the grievance procedure or arbitration, or to any recourse under this Agreement.

Section 3. Forms of Discipline. Forms of disciplinary action are:

- A. Written reprimand.
- B. Suspension without pay or forfeiture of accrued paid leave (in place of suspension, by mutual agreement of the Chief of Police and the member).
- C. Reduction in classification (demotion).
- D. Discharge from employment.

Disciplinary action may begin at any step that is consistent with the principles of progressive discipline and just cause. Counseling shall not be considered disciplinary action.

Section 4. Old Discipline. Previous disciplinary actions shall not be used to increase the severity of the penalty in any pending action according to the following schedule of time limits:

- A. Written reprimand - after 1 year
- B. Suspension of less than 40 hours - after 2 years
- C. Suspension of 40 hours or more - after 3 years

Section 5. Personnel Files. Any member may review that member's personnel records at any reasonable time upon written request. This includes both the member's official personnel file (maintained by the Human Resources Director) and the member's development file (maintained by the Chief of Police). If a member believes that any material in the member's file is inaccurate or unfavorable, the member may place a signed and dated statement of rebuttal or explanation in the file. In responding to a third party's request for an member's personnel file and/or development file, the City will comply with all applicable legal requirements. The City will make a reasonable effort to notify the member of the request before responding to the request or as soon as practicable afterwards.

Section 6. Investigations.

- A. The City and the Union recognize the need for a process whereby management can effectively maintain the honesty and integrity of the organization through a discipline process that is not so complex and vague in its wording that it is unenforceable and yet maintains just protection, dignity and generally recognized rights of the member. The following procedure shall apply only to those instances whereby suspension, demotion, discharge or the filing of criminal charges is likely to occur.
- B. Members shall be informed of the general nature of an incident prior to any interrogation and shall be informed whether the investigation focuses upon the filing of criminal charges or internal discipline.

- C. Before a member may be charged with insubordination for failure to answer questions or for failure to participate in an investigation, he shall be advised that such conduct, if continued, shall constitute the basis for such a charge. During interrogations where suspension, demotion, discharge or the filing of criminal charges is likely to occur, the member shall be notified of his right to have a representative present. The representative may be a Union representative or an attorney. If the member desires to have a representative present, he shall be given reasonable opportunity to consult with the representative before the interrogation begins.
- D. Management shall have the right to require members to submit written reports of incidents under investigation. However, the member shall retain the right to simultaneously submit to the Union a copy of such report. Should such a report submitted show that the officer has committed a crime, said report may not be used in any criminal proceeding against the member. The report may be used by the City or the Union in taking action or defending said member with respect to discharge or discipline.
- E. A copy of any tapes (audio or video) or transcripts made of discipline hearings held before the Chief of Police or City Manager shall be made available to the Union upon request for the purpose of defending a member in the case of discipline or discharge.
- F. Any member who has been the subject of an investigation shall be informed, in writing, of the outcome at the conclusion of the investigation. The City shall conduct all internal investigations in an expeditious manner, consistent with recognized investigative techniques, and shall not engage in unwarranted delays. The member under investigation shall have the right to approach the City directly or through his representative to ascertain the status of the investigation. The member shall be offered a pre-disciplinary hearing with the Chief of Police before a suspension, demotion or discharge is issued.
- G. This Section shall not be interpreted to require a pre-disciplinary hearing or any of the other procedures specified by this Section in cases of disciplinary action based on a member's arrest or conviction for a felony offense. If the arrest is followed by acquittal or dismissal of charges, and the Department intends to impose further discipline, the Department will conduct a pre-disciplinary hearing within two weeks of the acquittal or dismissal.

Section 7. Press Releases. There shall be no press releases regarding the member under investigation until the investigation is completed and the member is either charged or cleared. The Department will not voluntarily release, for a period of 24 hours, the name(s) of any member(s) involved in deadly force incidents (intentional or accidental) wherein a citizen or citizens have been severely injured or killed, provided that the Department and the City shall remain free to satisfy their legal obligations under the Public Records Act and any other applicable laws.

Section 8. Duty to Public and Officer. The first principle in any internal investigation is the Department's duty to the public, the second is the duty to provide fair procedures to any member involved. Any failure of the City to comply with this Article shall not invalidate any disciplinary action or make any evidence inadmissible. Those restrictions are covered by federal law.

Section 9. Conditions of Employment. As a minimum condition of continued employment, any member must obtain and continuously maintain, within one year of employment, the following:

- A. certification as a police officer for the State of Ohio;
- B. certification of firearms and other OPOTC required annual training; and
- C. certification in CPR.

Lieutenants must also continuously maintain certification by the Ohio Department of Health on alcohol breath testing devices authorized by the Department and certification as an operator of speed measurement devices.

The City will schedule members for required training in obtaining certification in the above enumerated specialties. The City will pay any necessary overtime and fees required for these certifications.

## **ARTICLE 6. GRIEVANCE AND ARBITRATION.**

Section 1. Definition. A grievance is a claim that the City has violated this Agreement. The City can answer and process a grievance in accordance with the terms of this Article without waiving the City's right to challenge the validity or arbitrability of the grievance. All time limits for processing grievances shall be calendar days; however, if a time limit is less than seven days, Saturdays, Sundays and holidays shall not be included.

Section 2. Procedure. All grievances shall be handled exclusively as set forth in this Article. Any settlement reached at any step in accordance with 4117.03(A)(5) shall be final and binding on the grievant, the City, and the Union. If a grievance is not filed or appealed on time, it shall be considered dropped. If the City does not answer on time, the grievant, at his option, may elect to have the matter considered at the next step without delay. All time limits may be extended by mutual agreement. A member may withdraw any grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

Section 3. Steps. The City and the Union shall cooperate to provide for the prompt adjustment of grievances in a fair and reasonable manner, with a minimum of interruption of work schedules. Every reasonable effort shall be made by both the City and the Union to resolve grievances at the earliest step possible. To carry this out, the following procedure shall be followed:

Informal Step: The member shall first attempt to resolve the grievance informally with his immediate supervisor. Should the grievance remain unresolved, the member shall further attempt to resolve it informally with his Bureau Commander. A grievance at this step may only be resolved with the prior authorization of the Chief of Police.

Step 1. In order for a grievance to be arbitrable the aggrieved employee must present his signed grievance in writing to the Chief of Police (or the person he has designated in writing to take his place in the grievance procedure) within 7 calendar days of the occurrence of the incident giving rise to the grievance. This may be extended to 7 calendar days after the employee became aware of the incident, or, if earlier, the date the employee should have become aware of it, using reasonable diligence, but in no case may a grievance be filed more than 30 days after the occurrence. The Chief of Police (or designate) shall schedule a meeting with the grievant and his representatives, if any, within 7 calendar days after receipt of the grievance. The Chief of Police (or designate) shall investigate and respond in writing to the grievance within 7 calendar days following the meeting.

Step 2. If the grievance remains unsettled, the employee must, if he wishes to proceed further, appeal it in writing, signed, to the City Manager (or the person designated in writing for these purposes) within 10 calendar days after the Chief's response. The City Manager or his designee shall schedule a meeting between the parties within 30 calendar days. The City Manager (or designee) shall have 14 calendar days following the meeting in which to respond.

Step 3 - Arbitration. If the grievance is not settled in step 2, the Union may then appeal the decision to arbitration. To do so, the Union will notify the City Manager of its intent to arbitrate within 15 calendar days of the answer of the City Manager. Either the City or the Union may then request the appointment of an arbitrator by the American Arbitration Association pursuant to its rules. The arbitrator shall have no power to add to, subtract from, or modify the Agreement in any way, but shall instead be limited to the application of the terms of this Agreement in determining the dispute. The arbitrator shall also have no power to determine any jurisdictional disputes between employees covered by the Agreement and employees outside the coverage of the Agreement, and shall have no power to rule on anything that happens before the initial effective date of this Agreement or after the termination date of this Agreement. The arbitrator shall promptly hear the matter and shall render his decision within 30 days from the arbitration hearing. His decision shall be final and binding upon the parties to this Agreement. This grievance and arbitration procedure shall be the sole and exclusive remedy for all claimed violations of this Agreement and shall be in lieu of all rights under civil service rules. Each party shall pay one-half of any docket fee and of the cost of the arbitrator, but each party shall bear its own expenses.

Section 4. Multiple Grievances. No more than one grievance shall be placed before an arbitrator at any one hearing and in no instance shall there be multiple (two or more) grievances heard by any arbitrator unless the City and the Union agree to waive this Section.

Section 5. Content. In order to be arbitrable, all grievances must contain the following information and must be filed using the grievance form mutually agreed to by the parties:

- A. Aggrieved member's name and signature.
- B. Aggrieved member's classification.
- C. Date grievance was filed in writing.
- D. Date and time grievance occurred.
- E. Where grievance occurred.
- F. Description of incident giving rise to the grievance.
- G. Specific sections of the Agreement violated.
- H. Desired remedy to resolve grievance.

Section 6. Class Grievance. A grievance may be brought by any member of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a situation affecting each member in the same manner, one member selected by such group may process the grievance as a class action grievance, provided such employee desiring to be included in such class action grievance signs the grievance. If more than one employee is involved in a grievance or a group of similar grievances, one of them shall be selected as spokesman.

Section 7. Union Grievances. The Union, through its representative, may file grievances claiming violations of the recognition clause, the dues deduction clause, or any other contract right which accrues solely to the Union as a labor organization and not to individual employees. Such grievances shall initially be filed at Step 2 within the time limits for filing Step 1.

Section 8. Attendance. The member filing the grievance may attend Steps 1 and 2 of the grievance procedure without loss of pay as a result of attendance during regularly scheduled working hours. For a class action grievance or a group of similar grievances, this protection against loss of pay will extend only to the spokesman. The member's representative (if a City employee) may also attend without such loss of pay at Steps 1 and 2. If the grievance is mutually scheduled on a non-working day, the member filing the grievance and the representative shall not be entitled to any pay.

Section 9. Visits of Union Representatives. A representative of the Union shall have access to the City's premises for the purposes of administering this contract with the consent of the City. The City will not unreasonably withhold such consent. The representative must first contact the Chief of Police and make the necessary arrangements for the place of the visit and the duration of the visit. The representative shall act in accordance with the terms of the consent and shall in no case interfere with any work.

## **ARTICLE 7. LEAVES OF ABSENCE.**

Section 1. Leave for Personal Reasons. An member, upon written application, may be granted up to 30 days of unpaid personal leave of absence at the discretion of the City

when such leave of absence is for justifiable reason, and this request will not be unreasonably denied. If, however, the employee accepts employment elsewhere without the consent of the City during the leave of absence, he shall be considered to have terminated his employment. If an employee accepts employment elsewhere, with City consent, and is retained on leave of absence, he shall receive no coverage under the health and welfare program of the City and shall receive no retroactive increase for his prior service unless re-employed without a break in service.

Section 2. Leave of Absence Due to Illness or Injury. An employee who is unable to work due to illness, injury, or other disability for a period in excess of 14 days must request a leave of absence in writing before the end of 14 days. The City may require a medical examination by a physician designated by the City as a condition of granting or continuing the leave or reinstatement. If the employee disagrees with the finding of the City's physician he may undergo a medical examination by a physician of his choice, at his expense. The employee's physician shall prepare a written report with a copy to the City. If the findings of the City's physician and the employee's physician are in conflict, a third physician will be chosen by the two physicians to provide a third opinion, at the City's expense. The findings of the third physician shall be final and binding on the City, the Union and the employee. In no event shall the leave for illness or injury extend for more than 1 year from the day the employee last worked, or, if less, for a period of time equal to the employee's seniority at the beginning of the leave, unless an extension is granted in the sole discretion of the City Manager, based on a medical opinion that the employee's return to work is imminent. Female employees will be granted a leave of absence for disabilities due to pregnancy on the same basis as leaves are granted for other disabilities. During the period of any leave under this section, the City may request an updated medical examination at the City's expense.

When an employee knows in advance that an absence or disability will occur, such as for surgery or due to pregnancy, the employee shall give the City notice of such expected disability as far in advance as practicable.

Section 3. Military Service. Employees who enter the military service of the United States will be afforded all applicable rights by law.

Section 4. Unpaid. All leave is unpaid unless otherwise specifically provided (for example, sick leave, injury leave and funeral leave).

Section 5. Ineligibility for Overtime. Employees on any form of leave of absence, paid or unpaid, are not subject to call-ins and work assignments and are not eligible for overtime or premium pay, except court time related to Piqua Police Department cases filed by or involving that employee on behalf of the City of Piqua.

## ARTICLE 8. HEALTH AND SAFETY.

Section 1. Health and Safety Cooperation Between City and Union. The City will maintain provisions for the health and safety of all its employees as required by applicable law. The Union and all employees will cooperate with the City on all matters

pertaining to health and safety. A joint labor-management health and safety committee shall be established which may consist of two Union representatives, the Human Resources Director and the Chief. The committee will be co-chaired by one of the Union representatives and the Chief. The committee's general responsibility will be to provide recommendations for a safe and healthful workplace by identifying hazards and recommending means to abate such hazards. The committee may meet quarterly or at times mutually agreed upon. Bargaining unit employees serving on the committee shall not suffer a loss in pay for time spent in committee meetings during their regularly scheduled shift. The Union may at any time bring a safety concern to the attention of the Chief or the City Manager.

Section 2. Medical Examination Returning From Leave of Absence. The City may require a member to undergo an examination by, and to receive approval of, a physician or other examiner selected by the City before being permitted to return to work or remain on leave. If such examination is required, it shall be paid for by the City. The member will not lose any regular straight time pay he would otherwise have received as a result of time reasonably spent in attending the examination.

Section 3. Medical Examination in Interest of Health, Safety, or Job Performance. In the interest of health, safety, or job performance, the City may at any time require a physical or mental examination of a member by a physician or other examiner selected by the City. If the examiner determines that the member's condition jeopardizes his health or safety or that of others, or his job performance, the City may place the officer on leave of absence. If such examination is required, it shall be paid for by the City. The member will not lose any regular straight time pay he would otherwise have received as a result of time reasonably spent in attending the examination. Members shall not receive overtime pay for such examinations except as may be required under the FLSA.

Section 4. Authorization. The City may require a member to provide it authorization for release of his records and information about his status as part of an examination under this Article or when relevant to any claim by the member against the City.

Section 5. Third Doctor. If a member disagrees with the findings of the City's doctor, he may undergo an examination by a doctor of his choice, at his expense. The member's doctor shall prepare a written report with a copy to the City. If the findings of the City's doctor and the member's doctor are in conflict, the two doctors shall select a third doctor to resolve the conflict. The City and the member will make all relevant materials available to the third doctor, including all medical records. The finding of the third doctor will be final and binding and his costs will be paid for by the City.

Section 6. Physical Fitness and Wellness Program. It is recognized that each member is responsible for his physical fitness and will diligently strive to meet his/her standards. The physical fitness requirements for graduation from the Ohio Peace Officer Basic Training Program will be the basis of any mandatory standards applied. The standards used are attached by addendum, which shall be the standards in effect on the date of execution of the agreement.

The City may require members to undergo a test of his/her physical fitness each year. The City shall provide a minimum of sixty (60) days notice prior to implementing any physical fitness test under this section. Any member that does not meet the minimum acceptable standards will be subject to retest every three months until minimum standards are met.

Unless released from duty requirements during a scheduled workday, the time spent in conditioning shall not be compensable. Members will receive their regular overtime pay for time spent in any required off-duty fitness testing, medical examinations, or wellness education programs. As part of the physical fitness and wellness program officers may be required to attend wellness and nutrition education as part of the department's in-service training program. The City will make physical conditioning equipment available commencing with the effective date of this Agreement. Time spent on physical conditioning that is to satisfy the basic responsibility to meet physical fitness standards identified in this section is not compensable.

Section 7. Medical Examinations. The City will provide comprehensive medical examinations, at the City's expense, to determine if the member is able to perform the essential job functions established by the Chief of Police. The Chief of Police will select the doctor(s) to perform the examinations. The content of the examination will be based on the recommendation of the doctor consistent with a member's essential job functions. The examination may include a stress EKG at the member's request. The City will provide for testing of each member, annually. Any member who attends an examination during the member's regularly scheduled working hours, with the approval of the Chief of Police, shall do so without loss of pay.

## **ARTICLE 9. DRUGS AND ALCOHOL.**

The purpose of this Article is to provide a safer work environment, to improve an employee's health or job performance when affected by the abuse of alcohol or drugs, and to provide guidelines for the consistent handling of alcohol and drug-related situations.

### **Section 1. Use of Alcohol and Drugs.**

- A. Employees shall not possess, sell or use alcohol or controlled substances while on the job, including meal periods.
- B. Employees shall not work or report to work under the influence of alcohol or controlled substances, except as provided in subparagraph C or D below.
- C. Employees must report to their supervisors when they are experiencing a reaction to a prescription or over-the-counter drug which may affect their ability to do their job.
- D. Employees called into work due to manpower shortage, emergency or other similar incident will report to the supervisor on duty any usage of alcohol.
- E. If an employee is called into work after consuming alcohol or is reporting to work when experiencing a reaction to a prescription or over-the-counter drug which may affect his ability to do his job, the employee is not to report to work but is to notify his immediate superior as to the reason why as identified in this paragraph. No drug test will be administered if subparagraph C or D applies. The on-duty supervisor will fill out and retain a form documenting his determination, with a copy to be filed with the Chief.

#### Section 2. Dependency Treatment.

- A. Employees are urged to request assistance with any drug or alcohol problem before disciplinary action is necessary. If an employee advises the City of a drug or alcohol problem, the employee will be urged to receive counseling and, if necessary, will be permitted to take accrued paid sick leave or vacation to receive the recommended treatment. If an employee has exhausted accrued paid sick leave and vacation, he may apply for an unpaid personal leave of absence for the period of time necessary to receive the recommended treatment, which application shall not be unreasonably denied.
- B. Alcoholism and chemical dependencies are treatable. Employees covered by City- sponsored health insurance have limited coverage for treatment of alcoholism and chemical dependency. Any costs associated with treatment that are not covered by insurance will be the responsibility of the employee.

#### Section 3. Testing Procedure.

- A. Drug and/or alcohol testing will be conducted when there is a reasonable suspicion that an employee is using or possessing controlled substances or alcohol, or abusing a controlled substance at work, or is working or reporting to work under the influence of illegal drugs, alcohol or an abused controlled substance. Reasonable suspicion may be based upon, but is not limited to, unexplained and excessive absence, a reliable report, reporting to work with the odor of alcohol or marijuana on an employee, unusual behavior such as slurred speech or lack of coordination, the unauthorized possession of drug paraphernalia, or involvement in an on-duty accident or other on-duty incident

which results in serious physical harm or the use of deadly force. An employee who uses deadly force while off duty will also be tested but will not be considered on the job or at work for purposes of Section 1 of this Article.

- B. Upon request, the Chief of Police shall identify to the employee and his representative the basis for reasonable suspicion. The Chief of Police may withhold the names of persons who have provided information if the Chief of Police identifies facts and circumstances which independently provides a basis for reasonable suspicion.
- C. Testing will require that the employee provide a urine and/or blood sample, or some other medically accepted procedure will be used. Any time an employee is requested to take a drug or alcohol test, the employee will be required to sign an authorization form permitting the physician or lab to conduct the test and release the results to the City and the employee. Refusal to sign the authorization form or to submit immediately to a requested drug or alcohol test will be considered insubordination and will subject the employee to disciplinary action.
- D. All test samples will be given at a licensed medical facility or doctor's office selected by the City, sealed and properly identified. Testing will be conducted by a certified laboratory, and the test results will be considered a confidential medical record not subject to public disclosure unless state or federal law requires otherwise. Results will be distributed to the City and the employee only. Positive drug screens results will be confirmed by gas chromatography/mass spectrometry (GC/MS). Drugs being screened may include any controlled substance contained in Schedules I through V of Section 202 of the Controlled Substance Act, Section 21 U.S.C. 812, or as defined in O.R.C. 3719.01.
- E. At any time prior to providing a sample of blood or urine, the employee will have the right to confer with an attorney or union representative as long as this does not result in the employee not being able to perform the test within the two hour period. Otherwise, to the extent possible, the sample must be provided within a 2 hour period after reasonable suspicion has been determined.
- F. The employee shall be advised that the test is being required for administrative, internal police department purposes only and will not be used as part of a criminal investigation.
- G. Employees will provide a minimum of three samples of blood or urine to be tested. One sample will be sent to the lab of the City's choosing. One other sample, at the employee's choice, will be sent to a lab of the employee's choosing, or the sample will be preserved in the proper manner to be tested in the case of positive results on the first sample. The third sample will be preserved in the proper manner to be tested by a different lab selected by the City if the results of the City's and the employee's first test are in conflict. If this is the case, the results of the third test shall be controlling.

Section 4. Rehabilitation and Counseling.

- A. An employee who tests positive for drugs or alcohol under this Article shall be given one opportunity for rehabilitation before disciplinary action is taken, provided that the employee's only rule violation is working or reporting to work under the influence of alcohol or controlled substances. An employee who violates any other rule under this Article shall be subject to disciplinary action, which may include discharge, for the first offense.
- B. A positive drug or alcohol test, or a drug or alcohol problem, shall not excuse or mitigate any other misconduct (e.g., insubordination or dishonesty). The City shall respond to such misconduct by applying the same principles of disciplinary action as it would apply to an employee who had no positive test result and no drug or alcohol problem.
- C. An employee who is entitled to an opportunity for rehabilitation under this Article will be relieved from duty immediately and placed on paid accrued sick leave. This sick leave may be conditioned upon receipt of reports that the employee is cooperating and making reasonable progress in the treatment program.
- D. Within 45 days of entering the treatment program the employee must provide satisfactory medical evidence that he has completed the program and is fit to return to work and must pass another drug/alcohol screen. This time limit can be extended only based on medical or scientific evidence that a longer time is justified. However, no period longer than 6 months total from the date of the original positive test will be permitted. Failure to meet these conditions will result in termination of employment. Accrued sick leave up to a maximum of 60 calendar days and accrued vacation may be used for this leave; otherwise this leave will be unpaid.
- E. The treatment program must be provided by a facility accredited by the Joint Commission on the Accreditation of Hospitals and/or licensed through an appropriate state agency.
- F. Any employee who successfully completes a drug/alcohol program as described above and successfully passes a drug screen shall be reinstated to his former position without loss of time in grade.
- G. The Chief of Police may require up to two tests of an employee during the six month period after an employee has completed a rehabilitation program. These tests need not be based upon a reasonable suspicion of drug or alcohol use. If either test is positive, the employee's employment shall be terminated.

Section 5. Appeal.

An employee may appeal action taken by the City under this Article through the grievance procedure.

**ARTICLE 10. EFFECT OF LAW.**

Section 1. If any provision of this Agreement is in conflict with any applicable federal law or regulation, that provision shall no longer be effective, but the remainder of this Agreement shall continue in full force and effect. The same is true with respect to any state law or regulation which cannot be subordinated to this Agreement. In such an event, the City and the Union may meet and confer on an alternative provision.

Where not covered by this Agreement, and where not displaced by this Agreement, all applicable laws and provisions, state, local and federal, shall apply. The conduct and grading of promotional examinations, the rating of candidates, the establishment of eligible lists for examinations and the original appointments from eligible lists are not subject to bargaining under this Agreement.

The City Commission shall adopt no ordinances, resolutions or other legislative matters in conflict with this Agreement.

Section 2. The City, the Union and each employee will cooperate fully to abide by, and will abide by, all applicable laws and regulations prohibiting discrimination on account of race, color, religion, sex, national origin, unionization, age, disability or veteran status. The City may reassign a disabled employee or restructure a disabled employee's job in order to reasonably accommodate the disabled employee. The City shall notify the Union of such reassignment or restructuring in advance of its implementation. Such reassignment or restructuring shall not be overturned in arbitration provided that the arbitrator finds that the reassignment or restructuring was made in good faith for the purpose of meeting the City's obligations under the Americans with Disabilities Act or Ohio Revised Code 4112. Any claim that the City violated this Section is not subject to the grievance and arbitration procedure in this Agreement. Any claim that the City has violated this Section is not subject to the grievance and arbitration procedure in this Agreement.

**ARTICLE 11. NON-BARGAINING UNIT JOB DUTIES.**

Section 1. The City may assign non-bargaining unit duties to bargaining unit employees without prejudice to the City's right to later remove those non-bargaining unit job duties from bargaining unit employees.

Section 2. Bargaining Unit Work/Special Duty. Except in emergency circumstances, overtime opportunities for work requiring a Police Lieutenant which is normally performed by a Police Lieutenant shall be offered to a Police Lieutenant who normally performs the work before it may be offered to an Officer-in-Charge or other lower ranking police officers, except in those cases when an Officer-in-Charge is already

regularly scheduled to work and assigned either OIC duties or Acting Lieutenant's duties.

Extra-duty overtime work assignments contracted with the Piqua Police Department by other entities will be available in a fair and equitable manner to Police Lieutenants as determined by the Chief of Police.

In the event that no Police Officer and/or Police Lieutenant is able to work an extra-duty or grant reimbursed overtime assignment, paid for through funds by sources outside of the City of Piqua, a Deputy Police Chief may be assigned to work such projects with the approval of the Chief of Police, outside of and in addition to his regular work hours. The compensation for such an assignment will be the Deputy Police Chief's currently hourly rate of pay.

## **ARTICLE 12. HOURS OF WORK AND OVERTIME.**

**Section 1. No Guarantee.** This Article is solely to provide a basis for the calculation of overtime and is not a guarantee of minimum or maximum hours of work or schedules of work to any officer or to any group of members. The City shall continue its current practice with respect to the inclusion of paid time off in the calculation of overtime hours worked. Overtime means additional time over the normal full-time amount; trading regular work with another member is not overtime.

**Section 2. Scheduling.** Before any subsequent change to a work schedule that does not provide for 12 hour shifts, the City will give the Union at least 60 days notice of the proposed change, and will offer to meet and confer with the Union about it. Those members working a 12 hour shift will be provided with consecutive days off and consistency in scheduling when this is reasonably possible. The normal straight time work schedule shall include 160 hours in a 28-day cycle.

**Section 3. Pyramiding.** No member shall receive premium pay under more than one provision of this Agreement for the same hours worked. Any hours worked for which more than one premium rate is payable under this Agreement shall be compensated at the highest premium rate applicable to such hours under this Agreement.

**Section 4. Scheduled Overtime - Time and One-Half Pay.** A Lieutenant shall receive time and one-half his regular rate of pay for all scheduled overtime. Any Lieutenant that is scheduled to report to the Police Department during other than his regular scheduled hours shall receive time and one-half his regular rate of pay.

**Section 5. Emergency Overtime Pay.** Any Lieutenant that is called to work without advance notice and at a time outside his scheduled shift, other than a holiday, shall receive a minimum of four hours of pay at time and one-half rate, except that if his scheduled shift starts within four hours of the emergency call in time, he shall be paid at a time and one-half rate only for hours actually worked before the start of his shift.

Any Lieutenant who is called to work under the conditions set forth under this Section on a holiday recognized in Article 15 Section 1 of this Agreement shall be paid at a rate

of 2 times his regular rate of pay for a minimum of 4 hours, except that if his regular scheduled shift starts within 4 hours of the emergency overtime call-in time, he shall be paid at the double-time rate only for those hours actually worked before the start of his shift. For the purposes of this Section, "holiday" shall be limited to those days listed under Article 14, Section 1, of this Agreement. Prior to the end of the four hour period, should the Lieutenant decide that he is no longer needed to perform the duties for which he was called in, may be released from duty. In that event the Lieutenant shall be paid the current overtime rate for the time actually worked.

The calculation of time worked will start when the Lieutenant arrives at the police building or other site plus 15 minutes to compensate for travel and preparation time. The Lieutenant is required to complete outstanding reports.

Section 6. Regular Overtime - Work Beyond End of Shift. When a Lieutenant is required to work beyond the end of his regularly scheduled hours, with the approval of his supervisor, or when his supervisor deems it necessary and practical, such member shall be compensated for the actual additional time worked at time and one-half his regular rate of pay, for each six (6) minute interval worked (calculated and paid to the nearest 1/10th hour).

Section 7. Special Circumstances - Overtime. Should any Lieutenant while off duty perform a police function of arrest or provide necessary assistance to the Department or another member off duty, he shall be paid at time and one-half his regular rate of pay for a minimum of ½ hour, provided:

- A. Such work is later determined by the Chief of Police to have been necessary and acceptable.
- B. Such work was not performed while the Lieutenant was working an off-duty assignment for an outside employer.

Section 8. Court Overtime. Any member required to appear in court at a time outside his regularly scheduled hours, shall be paid at time and one-half his regular rate for a minimum of 2 hours. Court overtime shall include required appearances in court, pretrial conferences, required meetings with a prosecutor and official civil or criminal hearings. It is each member's responsibility to ascertain if he will be required to appear in court.

Members shall make every effort to complete all case preparation at least one day prior to the scheduled court appearance. Court time will begin when the member reports to the police building and will end when he is no longer needed for court, allowing for reasonable travel time and following the guidelines established by the Chief of Police. For members living in or around Troy, Court Overtime will begin upon their arrival at the required court location in Troy and end when their required appearance ends.

Section 9. Jury Duty. Any member required to serve on a jury before a court empowered by law to require such service shall be excused from scheduled duty for the

time required for such service during duty hours and shall be paid. Any compensation for jury duty performed during scheduled duty hours received by the officer shall be signed over to the City. Members must report for duty whenever released from jury service. The hours spent on jury duty shall be applied toward the member's next regular duty tour if within 8 hours of release from jury duty.

Section 10. Time Between Shifts. Each member shall be given a minimum of eight hours between regularly scheduled hours, training hours included, with the exception of mandatory court appearances, performing BAC testing certification, yearly time changes and in cases of emergencies or when officers volunteer for additional time or trade a shift.

Section 11. Yearly Time Changes. A Lieutenant shall be paid at overtime rate for the one extra hour worked on the hour of the fall time change to Eastern Standard Time. The Lieutenant shall be charged with one hour of straight time pay or other accumulated time if scheduled to work on the hour in spring when Daylight Savings time takes effect.

Section 12. Documentation. If the City denies or modifies any part of a request for overtime pay under this Article, the City shall notify the Lieutenant of its decision within seven working days of the denial or modification. The Lieutenant must comply with Department regulations concerning the documentation of the overtime scheduled.

Section 13. Exchange of Duty. With the approval of the appropriate Deputy Chief, Lieutenants shall be permitted to exchange duty days, and/or scheduled work periods of less than a duty day, provided as follows:

- A. The Lieutenant requesting the exchange and the Lieutenant agreeing to work for the requesting Lieutenant must be capable of performing the other Lieutenant's primary assigned duties.
- B. That the exchange must be an exchange of one scheduled work period for another scheduled work period within the same 28 day work schedule. There will be no exchange of accumulated holidays, personal days, vacation days, or other accumulated time off. However, this does not preclude a Lieutenant from using accumulated time off on the date of the exchange if manpower permits and with the approval of the appropriate Deputy Chief. For payroll purposes in duty exchange situations, payroll will be submitted reflecting what officers actually worked and officers shall be paid for the actual day(s) they work, not what is reflected on the original pre-duty exchange schedule. Lieutenants working recognized holidays, in a duty exchange situation, shall receive the time and one-half holiday premium pay.
- C. Lieutenants requesting an exchange/standby shall submit such request to the appropriate Deputy Chief, explaining in general terms the reasons for the exchange request, no less than three (3) calendar days in advance of the date of the proposed exchange

- D. Once a Lieutenant agrees to standby for another Lieutenant, that Lieutenant providing the standby is responsible for reporting for duty at the agreed time, and performing all assigned duties of the Lieutenant for whom he is standing by, provided he is capable of performing those duties. If a Lieutenant who had agreed to stand by for another Lieutenant is unable to report for duty at that time due to illness, that amount of sick time will be deducted from the Lieutenant who agreed to furnish the standby.
- E. A Lieutenant requesting another member to stand by for him may make other arrangements for repayment of this time to the member, provided there is no exchange of accumulated holidays.

**ARTICLE 13. WAGES.**

Section 1. Hourly Wage Rates. The straight time hourly wage rate of a member shall be increased 0% effective January 1, 2011; 3% effective January 1, 2012, and 0% effective January 1, 2013.

Effective no later than January 1, 2011, the wage rate for Lieutenants and Deputy Chiefs shall be as follows:

Rank	Step A	Step B	Step C	Step D	Step E	Step F
	0 – 12 mos	13 – 24 mos	25 – 36 mos	37 – 48 mos	49 – 60 mos	> 60 mos
Lieutenant	\$33.4657	\$33.8001	\$34.1384	\$34.4794	\$34.8243	\$35.1725
Deputy Chief	\$38.6898	\$39.0766	\$39.4674	\$39.8621	\$40.2607	\$40.6633
DC Christy	\$42.6755	\$43.1028	\$43.5330	\$43.9688	\$44.4083	\$44.8525

Members will be placed in the appropriate step based on time in rank.

The City may switch from paying employees on a weekly basis to paying employees once every two weeks, provided that the City will give employees and the Union at least 8 weeks notice before putting such a change into effect.

Section 2. Exempt status. Deputy Police Chiefs shall be paid on a salary basis and are exempt employees of the City of Piqua for overtime, FLSA matters and other related matters. In addition to their pre-determined salary, they will be eligible for equal time off on an hour-for-hour basis for time worked in excess of forty-five (45) hours per week, upon approval of the Chief of Police or City Manager. Deputy Police Chiefs may accrue a maximum of two hundred forty (240) hours of compensatory time, on an hour-for-hour basis, at any one time. Hours worked over 45 per week, after reaching the maximum two hundred forty (240) hour limit, will not be counted as compensatory time. Payment in lieu of compensatory time off shall not be granted.

Section 3. Work in Higher Grade If a Police Lieutenant is assigned and works as an Acting Deputy Chief due to a vacancy or extended absence of a Deputy Police Chief for at least five (5) full consecutive duty days, the Police Lieutenant shall be entitled to receive a pay rate equal to the lowest Deputy Chief's wage rate for those hours actually worked in such a capacity. Furthermore, the Police Lieutenant remains an overtime-eligible employee. The designation of Acting Deputy Police Chief for any period of less than five (5) consecutive full duty days will be made without additional compensation. The selection of the Police Lieutenant to be assigned as the Acting Deputy Police Chief shall be made by the Chief of Police. A Police Lieutenant assigned as the Acting Deputy Police Chief shall be responsible to perform all those duties of the Deputy Police Chief and/or all other duties as assigned by the Chief of Police. The Chief of Police has the sole discretion in determining the need for such a temporary Acting Deputy Chief assignment.

If a Deputy Police Chief is assigned and works as the Acting Chief of Police for at least five (5) full consecutive duty days, the Deputy Police Chief shall be entitled to receive the lowest base rate of pay for the Chief of Police for those hours actually worked in such a capacity. If Deputy Police Chief Christy is assigned and works as the Acting Chief of Police for at least five (5) full consecutive duty days, he shall be entitled to receive 3% above his current pay step. The designation of an Acting Chief of Police, for any period of less than five (5) consecutive full duty days, will be made without additional compensation. The selection of the Deputy Police Chief to be assigned as the Acting Chief of Police shall be made by the Chief of Police. A Deputy Police Chief appointed as the Acting Chief of Police shall be responsible to perform all the duties of the Chief of Police and/or all other duties as assigned by the Chief of Police. The Chief of Police has the sole discretion in determining the need for such a temporary assignment.

Section 4. Evaluations. Step raises will be given as provided by applicable City Ordinance or personnel regulations. Each member's performance will be rated by the Chief of Police prior to the anniversary date and approved by the City Manager. A Lieutenant or Deputy Chief must receive an overall rating of satisfactory or better to receive a step increase. A member who receives a rating of less than satisfactory may request reevaluation after ninety (90) days from the date of their less-than-satisfactory performance rating.

Rating forms, when completed, will be discussed with the member. The member is required to sign it as evidence of the fact that it has been reviewed. The signature does not necessarily mean that the member is satisfied with the rating. The member shall receive a copy of the rating form upon request.

Section 5. Payroll Deductions. The City agrees to deduct from the wages of any officer, upon his written authorization, any monetary amount for the following:

- A. One authorized Credit Union.
- B. U.S. Savings Bonds.
- C. United Appeal.

- D. Ohio Patrolmen's Benevolent Association
- E. Police Department Training Center - Building Fund
- F. Deferred Compensation Program.
- G. Ohio Tuition Trust Authority.
- H. Any other payroll deduction program permitted by the City.

The member's authorization may be revoked at any time.

**ARTICLE 14. HOLIDAYS AND PERSONAL LEAVE HOURS.**

Section 1. Holidays. Eligible employees will receive holiday compensation for the following recognized holidays under this Agreement:

New Years Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Presidents Day	Day After Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day

Section 2. Holiday Pay/Accumulation. All Lieutenants assigned to patrol shall be given their choice of either eight (8) hours straight time pay or eight (8) hours accumulated time off for the designated holiday. Lieutenants working assignments other than patrol will be scheduled off on all holidays recognized in Article 14, Section 1, unless with the prior approval of the Chief of Police exigent circumstances exist that require the member to work on that holiday. In such instance Article 14, Sections 2 and 4 apply.

Deputy Police Chiefs shall normally be scheduled off on holidays and receive 8 hours holiday pay.

Lieutenants and Deputy Chiefs may accumulate a maximum of 120 hours of holiday.

Section 3. Holiday Time Off and Overtime. The City and the Union acknowledge that given the nature of police work, some members must work on holidays. They also acknowledge the desirability of permitting members to not work on holidays when this is reasonably possible. Therefore, the City and the Union agree that holiday work will be scheduled as follows:

- A. The Chief shall determine manpower requirements on holidays.
- B. All members assigned to patrol whose regularly scheduled work days fall on a holiday shall work that holiday, unless on a leave described elsewhere in this Agreement.
- C. To the extent that the City's manpower requirements for the holiday exceed the number of members regularly scheduled to work that holiday, the Chief shall solicit volunteers to work that holiday.

- D. To the extent that the number of volunteers is insufficient to satisfy the City's manpower requirements, the Chief shall select the members required to work the holiday by reverse order of seniority among the members reasonably available to work.
- E. This procedure shall apply to both regular duty and scheduled overtime duty, but shall not apply to emergency call-ins on the day of the holiday necessitated by absences, emergencies or other unforeseen situations arising on the day of the holiday.
- F. Lieutenants shall be paid double time for all overtime hours worked on designated holidays, but the Chief of Police reserves the authority to establish reasonable rules to control and manage such overtime.

Section 4. Holiday Work - Premium Pay. All Lieutenants who are assigned to work a designated holiday shall be paid at time and one-half their regular rate of pay for regularly scheduled hours worked. The holiday is designated as the date that the shift begins. In the event it becomes necessary to require a member to work a holiday when he has been previously scheduled off and now scheduled to work on that holiday, the City shall pay the officer at the rate of 2 times the regular rate of pay, if the Lieutenant receives less than 60 days notice in advance of said holiday.

In the event a Deputy Police Chief is required and receives prior authorization by the Chief of Police to work a holiday, the Deputy Police Chief shall receive the choice of either 12 hours of additional pay or the accumulation of twelve (12) hours holiday for working their assigned duty shift (8 hours) on a recognized holiday. Deputy Police Chiefs may receive additional holiday compensation (8 hours holiday pay or 8 hours holiday accumulation) if they work an additional 8 hours within that holiday workweek as approved by the Chief of Police.

Section 5. Holiday Work - Leaving Early. Members who work less than the entire holiday shall receive premium pay only for the portion of the holiday actually worked.

Section 6. Personal Leave Hours. Lieutenants and Deputy Chiefs shall be given 48 hours of personal leave annually on May 1st of each year. The personal leave hour(s) may be used at the Lieutenant's or Deputy Chief's discretion and upon approval of a supervisor for family or personal business, legal or other matters. The time off may be taken in hourly increments. In extraordinary or emergency circumstances, a personal leave request of at least a full duty day may be approved by the Chief of Police or his designee after the final schedule for the next 28 days has been issued without regard to the operational needs of the department. Such requests are limited to one per shift or section duty shift. Any personal leave not utilized in the calendar year in which it is earned shall not be carried over. A Lieutenant or Deputy Chief may convert up to a maximum of 24 hours of personal leave each calendar year to pay at any time during the year.

Lieutenants and Deputy Chiefs shall accumulate additional personal time annually for the completion of any of the following professional development training courses: STEP, PELC, CLEE, Northwestern University SPSC, FBI National Academy or other courses approved by the Chief of Police. Lieutenants and Deputy Chiefs shall accumulate 12 hours of personal time annually for each course completed up to 24 additional personal hours per year per Lieutenant or Deputy Chief.

**ARTICLE 15. VACATIONS.**

**Section 1. Eligibility.** Lieutenants and Deputy Chiefs, other than Deputy Chiefs Christy, Grove, and Steiner, who have been continuously employed for one or more years shall be eligible for vacation according to the following schedule. Deputy Chief Christy will have a maximum accumulation limit of 400 hours while Grove and Steiner will have a maximum accumulation limit of 320 hours.

Months Completed	Vacation Hours Per Year	Vacation Hours Maximum Accumulation Limit
After 12 months but less than 96 months of service	80 hours	240 hours
For 96 months but less than 180 months of service	120 hours	240 hours
For 180 months but less than 300 months of service	160 hours	240 hours
For 300 months or more	200 hours	240 hours

Any person hired as a full-time employee by the City of Piqua will be given credit for prior service with other political subdivisions of the State of Ohio for the purpose of determining the amount of vacation the person will receive as an employee of the City of Piqua. Such prior service, if any, will be recognized after one year of employment with the City of Piqua.

Each member may convert ninety-two (92) hours of vacation leave, annually, to a cash payment by notifying the City at least two weeks in advance of the date that the member desires the payment. The cash payment shall be calculated by multiplying the number of hours converted by the member's regular hourly rate of pay.

Each Lieutenant or Deputy Chief shall be allowed to carry over unused vacation time into the next year subject to maximum accumulation limits.

**Section 2. Vacation Scheduling and Request to Use Accrued Leave Procedures.** The vacation scheduling period for full weeks of vacation or more (full week is defined as a request that includes at least seven consecutive days of accumulated paid leave including regular days off regardless of the number of hours and may include holidays and personal leave) shall be from January 1 to December 31. Vacation time will, insofar as operational requirements permit, be granted at those times requested by a Lieutenant or Deputy Chief. A vacation scheduling seniority sign-up roster for the next

calendar year will be posted by December 15 for each watch and section. Lieutenants are considered to be senior to any police officer regardless of service time. Lieutenants or Deputy Chiefs will be given until January 31 to select vacation weeks. In order to treat all members fairly, no more than three full weeks of vacation may be selected by an individual Lieutenant or Deputy Chief during the sign-up period for the annual seniority vacation scheduling or for the period June 1 through September 1. If more Lieutenants or Deputy Chiefs, within a watch or section or job classification than can be accommodated, choose a particular week, seniority will be the basis upon which preference is granted during the sign up period. In extraordinary circumstances the request for vacation for Lieutenant or Deputy Chief may be approved by the Chief or his designee prior to the seniority request deadline, if the seniority rights to that specific time period are waived in writing by the affected more senior Lieutenants or Deputy Chiefs.

After the sign up period, vacation, holiday, and/or personal leave requests of at least one full duty day shall be granted on a first-come, first-served basis, so long as the request meets the operational requirements of the Department. For Lieutenants working a patrol schedule, such requests shall not normally be granted after the final schedule for the next 28 days is issued, but this may be waived on a case-by-case basis by the appropriate Deputy Chief.

The City has the right to approve or disapprove the use, modification of, or cancellation of all vacations. Such requests shall not be unreasonably denied, cancelled or modified. If such approved requests are cancelled with less than 7 days notice the member will be entitled to premium pay (one and one-half rate) for those hours actually worked.

#### **ARTICLE 16. SICK LEAVE.**

**Section 1. Sick Leave Credit.** All members shall earn sick leave credit on the basis of ten (10) hours for each month of service. Unused sick leave shall be cumulative without limit. Sick leave shall be charged on the basis of one (1) hour for each hour off.

**Section 2. Sick Leave Usage.** Sick leave may be used as provided in this Agreement for absence due to illness, birth, injury, treatment of illness or injury, exposure to contagious disease to the officer and, where it reasonably necessitates the member's absence, for illness, birth, injury, treatment of illness or injury, exposure to contagious disease to the member's spouse, sons and daughters, parents (natural, step, or in-law), and other relatives living in the member's household.

**Section 3. Sick Leave Conversion.** Upon request and provided that the member has a minimum accumulated balance of 480 hours from the City of Piqua, a member may convert forty (40) hours of accumulated sick leave to salary (cash) payment, annually, at the regular rate of pay, at any time during the calendar year.

**Section 4. Additional Conversion.** A member may convert an additional forty (40) hours of sick leave for a total of eighty (80) hours, annually, if the member has used no more

than 48 hours of sick leave in the past twelve (12) months and the member's sick leave balance after conversion still exceeds eighteen hundred (1800) hours.

#### **ARTICLE 17. INJURY LEAVE.**

If a member suffers a compensable injury or illness while in the performance of his duties with the City and while properly performing an assigned task, such injured or ill member shall continue to receive his full weekly rate of pay from the City for the first six months following the date of injury, provided such member endorses his Workers' Compensation check over to the City. The City may, at its discretion, elect to pay the amount that would have been paid by Workers' Compensation rather than having the employee endorse his Workers' Compensation check over to the City. The status of such compensable injury or illness may be subject to review by the City Manager at the end of the first six month period and at the end of each six month period thereafter so long as the condition persists.

The City may require such member to perform any duties within the limitation of such injury or illness during the period of any injury or illness. The member will be assigned to work the hours and days that the Chief of Police deems appropriate for the duties assigned.

#### **ARTICLE 18. FUNERAL LEAVE.**

Section 1. Funeral Leave. All members shall be granted three (3) scheduled working days funeral pay to arrange for and/or attend the funeral of a member of his immediate family. For the purpose of this Section a member's immediate family shall include father, mother, brother, sister, spouse, child, mother-in-law, father-in-law, daughter-in-law, son-in-law, stepmother, stepfather, grandmother, grandfather, grandchild, and any other relative residing in his household.

Section 2. Supplemental Funeral Leave - Immediate Family. In the event of the death of the member's father, mother, brother, sister, spouse or child, the employee, upon giving notice, shall have the right to take up to an additional three (3) scheduled working days of sick pay. Such additional time shall be charged to the employee's accumulated sick hours.

Section 3. Supplemental Funeral Leave - Out of State. Should a death or burial in the immediate family occur in a city more than one hundred miles or out of the State of Ohio an additional two (2) scheduled working days for travel shall be granted and paid and charged to the officer's accumulated sick hours.

Section 4. Funeral Leave - Legal Affairs. All members may take two (2) scheduled working days to attend the funeral and reserve a day to attend to legal matters made necessary by the death, but such time provided herein shall be taken within two (2) calendar weeks after the date of burial.

Section 5. Funeral Leave - Other Relatives. One (1) scheduled working day of funeral pay shall be granted to attend the funeral of a member's foster mother, foster father,

aunt, uncle, first cousin, niece, nephew, sister-in-law, and brother-in-law. Where a special filial relationship exists between the member and relative for whom he would normally be granted one scheduled working day of funeral pay, three (3) scheduled working days of funeral pay will be granted upon the furnishing of an affidavit to the Chief of Police setting forth the facts of the special relationship.

## **ARTICLE 19. UNIFORMS AND EQUIPMENT.**

**Section 1. Member's Uniform, Clothing and Equipment Allowance.** Effective January 1, 2011, on January 1st of each year, all Lieutenants and Deputy Chiefs shall be given a \$550 clothing allowance. All Lieutenants and Deputy Chiefs may purchase uniform, clothing (no more than one pair of athletic shoes per year) and equipment needs for duty as authorized by the Chief of Police and shall maintain their initial issue uniform as specified above out of this allowance. Any unused portion of a Lieutenants or Deputy Chiefs clothing allowance will be carried over to the next calendar year. The City will provide the Union a report showing each member's uniform balance on a semi-annual basis.

Lieutenants and Deputy Chiefs may use uniform allowance credit balances for higher education expenses annually and/or purchase an approved off-duty handgun once every five years, both subject to the policies and procedures as established by the Chief of Police regard minimum uniform allowance balances

All items of uniforms, equipment, and clothing, applicable and acceptable to police work, shall be purchased through the regular City purchasing procedures and must have the prior approval of the Chief of Police. Such purchases shall be made by purchase order, with the purchase order issued by the City to the vendor and payment made directly to the vendor. The Chief of Police shall determine appropriate vendors. It shall be the responsibility of the Chief of Police and/or his designated representative to maintain records on the disposition of these items and to approve all purchases.

The Chief of Police shall prescribe the uniform, attire, and equipment of each work unit to include acceptable standards of cleanliness and condition. An employee shall be subject to discipline if the aforementioned conditions are violated.

After the initial issue the bullet-resistant vest will be replaced every five (5) years from the date of actual purchase or on a reasonable replacement basis. Such replacement costs will not be charged to the individual officer's uniform account, subject to a maximum limitation of \$800.00, or the bid price, whichever is lower.

The City shall provide or pay for special uniforms and/or equipment required by the Chief of Police to participate in a special unit. Additional items of uniform or equipment desired by the officer and authorized by the Chief shall be charged to the member's clothing allowance.

**Section 3. Duty Weapon - Retirement.** Upon retirement with 20 or more years of service to the Piqua Police Department or other qualifying retirement (i.e., disability), the

City shall offer to sell the retiring member, the duty service weapon issued to him, for the sum of \$1.00. Upon retirement with less than 20 years of service to the Piqua Police Department, the City shall offer to sell the retiring member, the duty service weapon issued to him, for the lower of trade-in or wholesale value. The member must also execute an agreement on a form provided by the City indemnifying the City from liability claims which may arise from the employee's ownership and future use of the firearm.

## **ARTICLE 20. EDUCATIONAL BENEFITS.**

**Section 1. Education Benefits.** The City seeks the benefits that derive from a highly educated police force. Provided that the money is available and the funds have been budgeted, the City will pay for all tuition, books, and any other related expenses for college level courses applicable to one associate's and one bachelors degree only in the areas of Police Science, Police Administration, Criminal Justice, Law Enforcement, Criminology, Public Administration, Business Administration, Behavioral Science, or other courses that directly relate to law enforcement and are approved by the Chief of Police at the time the fees are due, subject to a limitation of \$2,500 per member in any one calendar year. The course of instruction or class is subject to approval by the Chief and the member must obtain a passing grade. To be eligible for reimbursement, the degree must be earned while employed with the City of Piqua Police Department.

Provided that the money is available and the funds have been budgeted, the City will pay for all tuition, books and any other related expenses for college level courses applicable to one masters degree only in the areas of Police Administration, Public Administration, Business Administration or a similarly related management related program that directly relate to management in law enforcement and are approved by the Chief of Police at the time the fees are due, subject to a limitation of \$2,500 per officer any one calendar year. The course of instruction of class is subject to approval by the Chief and the member must obtain a minimum of a "C" of better as defined by the specific educational institution's standards of a "pass" in a pass/fail class. To be eligible for reimbursement, the degree must be earned while employed with the City of Piqua Police Department. No doctoral programs are qualified for reimbursement by the City.

Once a member has attained a degree at each level, even if not paid for by the City, the City is no longer obligated to pay for progress towards an additional degree at the same level.

The member may submit a list and approximate cost of those courses he desires to enroll in by September 30th of the year prior to that enrollment. The City of Piqua will budget a minimum of \$7,500 per year for educational benefits for police members in the bargaining unit. The Chief of Police may, at his option, either pro-rate the total amount available among all those making requests or allocate the amount available among those officers requesting courses to those courses which are most applicable to the officers' duties. If a portion of this budget is reserved for a member who does not attend or pass the approved course or class, the Chief may apply that amount to another

member attending an approved course or class, up to the specified per member maximum amount. The member shall provide a written memo to the Police Chief no later than June 30<sup>th</sup> indicating that he intends to continue to use the funds requested within the calendar year. Failure to provide such memo shall cause the use of the funds to be forfeited and made available for another member.

Section 2. Reimbursement of Benefits. The member must remain with the Piqua Police Department for three (3) years from the date of the completion of the course. Should the member voluntarily resign from the Piqua Police Department prior to this time limit, or be discharged for just cause, he shall reimburse the City in full except as provided below.

After successful completion of a course of instruction such reimbursement shall be made at a rate of thirty-three and one third (33 1/3) percent write off per year of service after completion of said course of instruction.

After the member has completed three (3) years of service after completion of the course, he is not required to reimburse the City for tuition, books, or other related expenses paid for by the City. The City will waive a member's obligation to reimburse the City as part of an agreement between the Union and the City to accept a member's resignation in place of disciplinary action.

## **ARTICLE 21. TRAINING.**

Section 1. Need for In-Service Training. The City of Piqua and the Union recognize the need for continuing in-service training in order to promote the professionalism of the individual officer and the Department, including training received at outside academies and seminars. The City shall fairly and equitably distribute opportunities for such training among all members covered by this Agreement, consistent with the operational needs of the Department and the training needs of individual members.

Section 2. Intra-Departmental, In-Service Training and Department Meetings. Any Lieutenant required to attend a training session or departmental meeting after required work hours will receive the regular overtime rate of pay. Any Lieutenant required to attend meetings or training sessions not continuous with his work schedule or on his regularly scheduled day off will receive scheduled overtime pay. Any scheduled meal periods shall not be compensable.

Section 3. In-Service Training at Outside Academies. When a Lieutenant is scheduled for training at an outside police academy or seminar, the work schedule of the Lieutenant may be adjusted in advance of the training to reflect reasonable travel time to and from the training site. The Lieutenant's regularly scheduled work day for training purposes shall not include meal periods, provided that the exclusion of the meal period shall not reduce the regularly scheduled work day below 8 hours. In the event that the officer's actual hours for travel, and classes, exceed the hours scheduled for the Lieutenant for that training seminar, the Lieutenant will be compensated with regular

overtime for those hours in excess of the scheduled hours. Lieutenants will be allowed one compensated round trip per scheduled class week.

In the event the Lieutenant is required by the instructor to complete a project or assignment outside the classroom or the actual classroom hours exceed the hours scheduled, the Lieutenant may receive scheduled overtime upon written documentation signed by the instructor that the assignment or project was required in order to satisfactorily complete the course. This does not apply to study time. This requires the prior approval of the Chief of Police or his designee.

**ARTICLE 22. MILEAGE EXPENSES - PRIVATE VEHICLES.**

All sworn members who are authorized, by the Chief or a Deputy Chief, to use their private vehicles on City business shall be compensated at the prevailing City rate for each mile driven and documented. Such compensation shall include payment for mileage for required court appearances outside of Miami County. The City agrees to furnish the member with a vehicle for City business whenever available.

**ARTICLE 23. SEVERANCE.**

Any member who terminates his employment with the City for any reason shall have his termination pay computed in the following manner. He shall be paid for any vacation time earned in the year the officer terminates his employment, and any accumulated vacation, compensatory time up to 240 hours, and personal time off up to the maximum accumulation limit. The member shall also be paid for accumulated sick time up to 1440 hours, at the time of termination at the current hourly rate, with the exception of dismissal for conviction of a felony offense, on the following basis:

8 -15 years	= 1 for 3
16 - 25 years	= 1 for 2
over 25 years	= 1 for 1

If the member dies, is permanently disabled during his employment as a City of Piqua Police Officer, or retires in accordance with the provisions of the Police and Fire Disability Retirement System, he shall receive payment for his full accumulation up to 1440 hours of sick time, compensatory time up to 240 hours, and all accumulated vacation time at the time of his death or retirement. A member may designate a beneficiary on a form and in the manner prescribed by the City.

For employees hired after July 3, 2001, unused sick time shall be cumulative up to and including 720 hours for retirement and death benefits, and shall be cumulative up to and including 480 hours upon other termination of employment (except for dismissal for conviction of a felony offense), on the same conversion formula applicable to employees hired before July 3, 2001. Upon retirement, the member shall also be paid for accumulated sick time, at the current hourly rate, any hours earned above 720 hours up to 1560 hours at the rate of 1 for 3 for a combined total of up to 1000 hours.

## ARTICLE 24. GROUP INSURANCE.

### Section 1. Health Insurance.

(a) Benefits Offered. The City will offer health insurance benefits throughout the term of this Agreement. The benefits will include a high deductible health plan (HDHP) and, at the employee's option, either a health savings account (HSA) or a health reimbursement account (HRA). The HDHP will have "network" deductibles of \$2,000 for individual coverage and \$4,000 for family coverage. Benefits will be as provided in the carrier's certificate of coverage.

For the 2011, and 2012 plan years, the City will fund 85% of employee HSA and HRA accounts (\$1,700 for individual coverage and \$3,400 for family coverage). Employee's HSA's will be funded 1/12<sup>th</sup> of the annual total each month. Employee HRA's will be funded entirely in January. For the 2013 plan year, there shall be a reopener to determine the level of funding for the HSA and HRA accounts. Employees promoted during a plan year shall have the City's contribution to their HSA prorated based upon the number of full months employed by Piqua during that initial plan year. Health insurance shall run on the plan year or calendar year rather than the contract year if not a calendar year.

The City shall select the carrier for the HDHP annually after consulting with the Insurance Committee. The City will maintain comparable coverage for the duration of this Agreement. Comparable coverage shall mean that the City shall solicit quotes annually from up to three carriers and request standard products which most closely match the plan design then in effect. Exact match of plan design need not be obtained. Bargaining unit employees shall be offered the same benefits on the same terms applicable to the City's unrepresented employees.

(b) Insurance Committee. The Union shall designate up to two bargaining unit employees to represent the bargaining unit on the City's Insurance Committee. The Insurance Committee will meet periodically to (1) review the benefits being provided and the cost of those benefits and (2) to consider alternatives to maintain acceptable benefit levels at an acceptable cost to employees and the City. Any recommendation approved by a majority of the members of the Insurance Committee will be submitted to the City Manager for his consideration.

(c) Cost Sharing. For the 2011 and 2012 plan years, an employee will contribute 13% of the City's total cost of purchasing the employee's HDHP and funding the employee's HSA or HRA, by weekly payroll deduction. For 2013, there shall be a reopener to determine the employee's contribution.

(d) Option Out. Eligible employees who decline the city offered health insurance benefits will be entitled to receive a one-time payment per health insurance year (2011, 2012, and 2013) of \$2,000 for those eligible for family coverage and \$1,000 for individual coverage.

Section 2. Life Insurance. The City shall provide and pay the necessary premiums for group life insurance in the amount of \$50,000 or the member's base salary whichever is higher.

Section 3. Professional Liability Insurance. The City shall provide and pay the necessary premiums for professional liability insurance. The City will provide the most comprehensive insurance offered to the City and will provide a copy of the insurance policy to the Union.

## **ARTICLE 25. SENIORITY.**

Section 1. Application of Seniority. "Seniority" shall accrue to all employees in accordance with the provisions of this Article. Seniority, as defined in Section 2 of this Article, will apply wherever employee seniority rights are established in the terms and conditions of this Agreement.

Section 2. Definitions. Seniority shall be computed on the basis of uninterrupted length of continuous service with the City as a sworn officer.

- A. The following situations shall not constitute a break in continuous service:
1. absence while on approved leave of absence;
  2. absence while on approved sick leave or disability leave;
  3. military leave; and
  4. a layoff of eighteen (18) months duration or less.
- B. The following situations constitute breaks in continuous service for which seniority is lost:
1. discharge or removal for just cause, when undisputed or upheld by an arbitrator at final appeal;
  2. retirement;
  3. layoff for more than eighteen (18) months;
  4. failure to return to work within fourteen (14) calendar days of a recall from layoff;
  5. failure to return to work at the expiration of leave of absence; and,
  6. resignation.

## **ARTICLE 26. LAYOFF AND RECALL.**

Whenever there is a reduction in the number of members due to lack of funds, lack of work, or other legitimate reasons, the City Manager shall determine the number to be laid off. Members shall be laid off at the time and in the number specified by the City Manager in reverse order of their seniority. Part-time and seasonal bargaining unit employees shall be laid off before probationary employees and all probationary employees before permanent employees. The City shall notify the Union before taking such action. When there is a recall, those who have been laid off shall, for a period of time not to exceed 36 months or their length of seniority, whichever is less, be eligible to

be called back to work in the inverse order of their layoff. No new members shall be hired until all laid off members who are eligible for recall have been given the opportunity to return to work. Notice of recall shall be sent by certified mail, return receipt requested, to the last mailing address provided in writing by the member. The recalled member shall have ten calendar days following the date of receipt of the recall notice to notify the City of his intention to return to work and shall have fourteen calendar days following the receipt of the recall notice in which to report to duty, unless a different date for returning to work is specified in the notice.

#### **ARTICLE 27. BULLETIN BOARD.**

The City shall furnish one (1) cork (or other suitable material) bulletin board, at least three feet by five feet (3'x 5'), in the briefing room of the Police Department for the exclusive use of the OPBA bargaining unit members of the Police Department. This bulletin board will not be used for official departmental functions and will not be used to post derogatory materials concerning the City. Upon request of the Chief or his designee, the Union shall cause the immediate removal of any material posted in violation of this Article.

#### **ARTICLE 28. CONTRACT COPIES.**

The City shall provide an electronic copy of this Agreement to all members of the Police Department no later than 30 calendar days after the Agreement has been signed.

#### **ARTICLE 29. UNION BUSINESS.**

The Union is authorized to select one Director and two alternates to conduct approved Union business for the bargaining unit. The Union shall certify in writing to the City and the Chief of Police the names of the Director and two alternates. These certifications shall be kept current by the Union at all times. The Union will identify the members of its negotiation team at the time it provides the City with written notice of a desire to renegotiate terms of this agreement. No more than three (3) members shall be included on the Union's negotiation team. The negotiating team shall be compensated at their regular rate for their scheduled duty hours during which they attend negotiating sessions for a new contract. They shall not, however, be compensated for time spent beyond their regularly scheduled hours. At the end of the negotiating session, they shall return to their regular assignment if the session ends before the end of their regularly scheduled shift.

A Director or alternate shall be compensated at the member's regular rate for scheduled duty hours during which the member attends meetings at the specified steps of the grievance procedure with representatives of the City. This does not include attendance at any arbitration.

The Director and the alternates may consult in the assembly area before the start of and at the completion of the day's work. Upon notification to and consent of the supervisor, the Director and the alternates shall be permitted access to work areas at all reasonable times for the purpose of adjusting grievances, assisting in the settlement of

disputes, and for the purpose of carrying into effect the provisions and aims of this Agreement, subject to the understanding that work assignments are not interfered with.

The Director and the alternates, upon giving reasonable notice, and upon authorization from the Chief, shall be allowed to use vacation, holiday or personal time off to attend OPBA meetings or OPBA training seminars. All expenses shall be the responsibility of the member attending the conference or seminar.

### **ARTICLE 30. AMERICANS WITH DISABILITIES ACT AND FAMILY AND MEDICAL LEAVE ACT COMPLIANCE.**

Section 1. Compliance. The City has the right to take steps reasonably necessary to comply with the Americans with Disabilities Act and with the Family and Medical Leave Act, or to remove doubts about such compliance.

Section 2. Honesty. Any dishonesty in connection with obtaining benefits of any sort under the American with Disabilities Act or the Family and Medical Leave Act, including reasons for leave, statements of disability, statements of fitness for duty, or anything else, will result in discharge.

Section 3. Eligibility and Duration. Under the Family and Medical Leave Act, an employee who has been employed by the City of Piqua for at least one year and has worked at least 1,250 hours in the previous twelve months, may take up to twelve weeks of FMLA leave during a rolling twelve-month period, for any of the following reasons: the birth and care of a son or daughter; the placement with the employee of a son or daughter for adoption or foster care; when needed to care for the employee's spouse, child, or parent with a serious health condition; or because of the employee's serious health condition that makes the employee unable to perform the functions of his or her job. A "rolling twelve-month period" means the 365 (or 366 where applicable) days immediately preceding any day the employee takes leave.

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintergration briefings.

A special leave entitlement permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Section 4. Notice and Application. An employee must provide at least thirty days advance notice before the family or medical leave is to begin if the need for leave is foreseeable, such as for expected birth or planned medical treatment. If thirty days notice is not practicable, then the employee must provide notice on the day of or day after having knowledge. An employee shall complete a leave of absence application form, available from his or her supervisor, when beginning leave, or as soon after that as is practicable. The employee must list on this form the reasons for the requested leave, the expected start of the leave, and the expected length of the leave. If the employee is requesting intermittent leave or a reduced leave schedule, the employee shall state the reasons why the intermittent leave or a reduced leave schedule is medically necessary and the schedule of treatment (Intermittent leave and reduced leave schedule are not available for birth or adoption leaves).

Section 5. Medical Certification. An employee requesting leave to care for the employee's spouse, child or parent, or due to the employee's own serious health condition, must submit a medical certification completed by the health care provider of the employee or the employee's ill family member, demonstrating the need for the leave. The City of Piqua will provide a form for this. If the employee's leave, (whether full time, intermittent, or on a reduced schedule) is for more than thirty days, then he or she shall submit a new medical certification after thirty days, and after each thirty days after that. When the duration of the condition listed in the original certification exceeds 30 days, a new medical certification shall be required if the employee's leave is beyond the specified duration or every six months, whichever occurs first. A second opinion may be required; a third opinion may also be required if needed to resolve a dispute between the first and second opinions.

Section 6. Pay and Benefits. All family and medical leaves are without pay, except employees will be required to use all paid leave, paid personal days and vacation for absences covered by the Family and Medical Leave Act prior to being granted leave without pay. The unpaid portion of family and medical leaves are without benefits, except that group health and hospitalization insurance will be continued during the family and medical leave (up to twelve weeks in a twelve month period) with the same terms, conditions and employee contributions applicable to employees who are actively at work.

Section 7. Return From Family or Medical Leave. Employees must tell their supervisor of the date they will be able to return to work, in writing, no later than one week in advance. An employee on medical leave due to the employee's own serious health condition must, as a condition to returning to work, submit a medical certificate releasing the employee to return to his or her job.

Section 8. Restrictions. All leave which may be available or taken under the Family and Medical Leave Act is subject to the restrictions, limitations and conditions provided in that law and any valid regulations promulgated under it.

## **ARTICLE 31. LABOR/MANAGEMENT MEETINGS.**

Section 1. In the interest of sound employee relations, a joint committee may meet from time to time by mutual agreement upon a request by either party to discuss subjects of mutual concern.

Section 2. An agenda will be furnished by the party requesting the meeting at least five (5) working days before the scheduled meeting, with a list of matters to be discussed in the meeting, and the names of the Union representatives who will be attending. Matters which may be discussed at such meetings include:

- A. The administration of this Agreement;
- B. Changes made by the City which affect bargaining unit employees;
- C. Grievances which have not been processed beyond the final step of the grievance procedure, when such discussions are mutually agreed to in advance by the parties;
- D. General information of interest to the parties;
- E. Ways to increase productivity and to improve efficiency; and
- F. Safety matters relating to employees.

Section 3. Union representatives attending Labor/Management meetings shall not suffer loss in their regular pay while attending any meetings provided for under this Article which are held during the employee's regular working hours. With the prior approval of the Chief of Police, Union representatives may confer with bargaining unit members in preparation for such meetings without a loss in their regular pay.

Section 4. Labor/Management meetings shall not be negotiation sessions to alter or amend the basic Agreement.

## **ARTICLE 32. TERM OF AGREEMENT.**

Section 1. Effective Dates. The Agreement shall become effective on January 1, 2011 and shall remain in full force and effect until 11:59 p.m., December 31, 2013. The parties shall continue in full force and effect all the terms and conditions of this Agreement after expiration until a new agreement is signed or the statutory dispute settlement procedures are completed.

Section 2. No Contractual Obligations Outside Effective Dates. Notwithstanding anything else in this Agreement, no act, omission, or event occurring before the initial effective date or after the termination of this Agreement shall give rise to any rights or liabilities under this Agreement nor shall it be subject to arbitration.

Section 3. Negotiations for a New Contract. If the Union is entitled to continue to represent the employees, it shall present the City, in writing, its proposed changes for a successor Agreement no later than 60 days before the termination date of this Agreement (mentioned above). Both parties shall negotiate in good faith in an earnest effort to complete negotiations and fully conclude a new agreement before the termination date.

Signed at Piqua, Ohio this \_\_\_\_\_, 2010.

CITY OF PIQUA, OHIO

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION.

BY: \_\_\_\_\_  
Frederick E. Enderle, City Manager

BY: \_\_\_\_\_  
Stacy M. Wall, Law Director

BY: \_\_\_\_\_  
Elaine G. Barton, HR Director

BY: \_\_\_\_\_  
Bruce A. Jamison, Chief of Police

BY: \_\_\_\_\_  
Cynthia A. Holtzapple, Asst. City Mgr.  
/Finance Director

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_



**RICHARD CORDRAY**  
OHIO ATTORNEY GENERAL

**OHIO PEACE OFFICER BASIC TRAINING PROGRAM  
PHYSICAL FITNESS REQUIREMENTS**

**Age and Gender Minimum Scores**

	<b>Males (&lt;29)</b>	<b>Females (&lt;29)</b>
<b>Sit-ups (1 min)</b>	40	35
<b>Push-ups (1 min)</b>	33	18
<b>1.5 Mile Run</b>	11:58	14:15
	<b>Males (30-39)</b>	<b>Females (30-39)</b>
<b>Sit-ups (1 min)</b>	36	27
<b>Push-ups (1 min)</b>	27	14
<b>1.5 Mile Run</b>	12:25	15:14
	<b>Males (40-49)</b>	<b>Females (40-49)</b>
<b>Sit-ups (1 min)</b>	31	22
<b>Push-ups (1 min)</b>	21	11
<b>1.5 Mile Run</b>	13:05	16:13
	<b>Males (50-59)</b>	<b>Females (50-59)</b>
<b>Sit-ups (1 min)</b>	26	17
<b>Push-ups (1 min)</b>	15	13*
<b>1.5 Mile Run</b>	14:33	18:05
	<b>Males (60+)</b>	<b>Females (60+)</b>
<b>Sit-ups (1 min)</b>	20	8
<b>Push-ups (1 min)</b>	15	8*
<b>1.5 Mile Run</b>	16:19	20:08

\*Modified form per OPOTC Lesson Plan



P.O. Box 309/London, OH 43140  
Phone: (740) 845-2700 / (800) 346-7682  
Fax: (740) 845-2675

**RESOLUTION NO. R-155-10**

**A RESOLUTION AUTHORIZING TRANSFERS OF CASH  
FROM THE GENERAL FUND TO THE OTHER FUNDS  
FOR THE FISCAL YEAR 2010**

WHEREAS, This Commission has authorized ORDINANCE 36-10 which includes General Fund transfers to various funds, and various other fund transfers to Debt Service Sinking Funds for the year 2010.

WHEREAS, The Auditor of State Ohio Compliance Supplement requires that: "Transfers require a resolution authorizing the transfers."

NOW, THEREFORE, BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that:

SEC. 1: That the Finance Director be authorized to transfer funds from the General Fund to other funds listed in Appendix A in an amount not to exceed the Appropriation Ordinance 36-10 listed in Appendix A.

SEC. 2: That the Finance Director be authorized to transfer from the Originating Funds to the respective Debt Service Sinking Funds in an amount not to exceed the Appropriation Ordinance 36-10.

SEC. 3: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

\_\_\_\_\_  
LUCINDA L. FESS, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
REBECCA J. COOL  
CLERK OF COMMISSION

**APPENDIX A**

**RESOLUTION NO. R-155-10**

**FOR THE FISCAL YEAR 2010**

Transfers from:

The General Fund 001	\$ 1,260,248
Fund 106 Safety Fund	\$ 87,844
	<hr/>
Total General Fund Transfers from	\$ 1,348,092

Transfers to:

Fund 248 Building Facility Bonds Fund	\$ 497,161
Fund 249 PFDP Pension G.O. Bonds Debt Service	\$ 39,126
Fund 252 Hotel Debt Service Fund	\$ 351,095
Fund 255 Fire Equipment 2008 G.O. Note	\$ 48,718
Fund 409 Golf Course Fund	\$ 191,640
Fund 410 Fort Piqua Plaza	\$ 146,674
Fund 415 Swimming Pool Fund	\$ 73,678
	<hr/>
Total Transfers to	\$ 1,348,092

Transfers from:

Fund 103 Street Construction	\$ 92,668
------------------------------	-----------

Transfers to:

Fund 216 SIB 25A Note '08	\$ 92,668
---------------------------	-----------

**RESOLUTION NO. R-156-10**

**A RESOLUTION AUTHORIZING TRANSFERS OF CASH  
FROM THE GENERAL FUND TO THE OTHER FUNDS  
FOR THE FISCAL YEAR 2011**

WHEREAS, This Commission has authorized ORDINANCE 33-10 which includes General Fund transfers to various funds, and various other fund transfers to Debt Service Sinking Funds for the year 2011.

WHEREAS, The Auditor of State Ohio Compliance Supplement requires that: "Transfers require a resolution authorizing the transfers."

NOW, THEREFORE, BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that:

SEC. 1: That the Finance Director be authorized to transfer from the General Fund to other funds listed in Appendix A in an amount not to exceed the Appropriation Ordinance 33-10 listed in Appendix A.

SEC. 2: That the Finance Director be authorized to transfer from the Originating Funds to the respective Debt Service Sinking Funds in an amount not to exceed the Appropriation Ordinance 33-10.

SEC. 3: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

\_\_\_\_\_  
LUCINDA L. FESS, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
REBECCA J. COOL  
CLERK OF COMMISSION

**APPENDIX A**

**RESOLUTION NO. R-156-10**

**FOR THE FISCAL YEAR 2011**

Transfers from:

The General Fund 001	\$	844,282
Fund 106 Safety Fund	\$	85,801
		<hr/>
Total General Fund Transfers from	\$	930,083

Transfers to:

Fund 249 PFDP Pension G.O. Bonds Debt Service	\$	38,278
Fund 252 Hotel Debt Service Fund	\$	347,427
Fund 255 Fire Equipment 2008 G.O. Note	\$	47,523
Fund 409 Golf Course Fund	\$	238,000
Fund 410 Fort Piqua Plaza	\$	150,855
Fund 415 Swimming Pool Fund	\$	108,000
		<hr/>
Total Transfers to	\$	930,083

Transfers from:

Fund 103 Street Construction	\$	97,368
------------------------------	----	--------

Transfers to:

Fund 216 SIB 25A Note 2008	\$	97,368
----------------------------	----	--------