

**REGULAR PIQUA CITY COMMISSION MEETING
TUESDAY, FEBRUARY 21, 2012
7:30 P.M. – COMMISSION CHAMBER – 2nd FLOOR
201 WEST WATER STREET
PIQUA, OHIO 45356**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

**PRESENTATION:
KIWANIS PANCAKE DAY – MS. GRETCHEN ROETH**

REGULAR CITY COMMISSION MEETING

CONSENT AGENDA

1. **APPROVAL OF MINUTES**
Approval of the minutes from the February 7, 2012 Regular Piqua City Commission meeting and the Worksession minutes from February 9, 2012.

OLD BUSINESS

2. **ORD. NO. 2-12** (3rd Reading)
An Ordinance to vacate a public right of way
3. **ORD. NO. 4-12** (2nd Reading)
An Ordinance amending Section 77.01 – Traffic Schedules Adopted, Schedule I of the Piqua Code, relating to Speed Limits

NEW BUSINESS

4. **ORD. NO. 5-12** (1st Reading)
An Ordinance repealing existing Chapter 33.08 – Insurance and enacting a new Chapter 33.08 – Insurance of the Piqua Code, relating to Employee Policy
5. **ORD. NO. 6-12** (1st Reading)
An Ordinance to change the street name of White Tail Drive
6. **RES. NO. R-17-12**
A Resolution requesting authorization to apply for Safe Route to School Funding for certain infrastructure and non-infrastructure improvements
7. **RES. NO. R-18-12**
A Resolution authorizing the City Manager to enter into a collective bargaining agreement with the Fraternal Order of Police, Ohio Labor Council, Inc.

8. RES. NO. R-19-12
A Resolution authorizing the City Manager to enter into a collective bargaining agreement with Local Union 252, International Association of Firefighters, AFL-CIO-CLC (Firefighters)
9. RES. NO. R-20-12
A Resolution authorizing the City Manager to enter into a collective bargaining agreement with Local Union 252, International Association of Firefighters, AFL-CIO-CLC (Fire Officers)
10. RES. NO. R-21-12
A Resolution authorizing the purchase of 315 Manning Street, Parcel No. N44-039620
11. RES. NO. R-22-12
A Resolution authorizing the lease of tract numbers 1732 and 1730, on State Route 66 for purposes of continued farming
12. RES. NO. R-23-12
A Resolution authorizing the purchase and sale of the canal land located on 110 E. Ash Street, Piqua, Ohio, Parcel No. N44-000895
13. RES. NO. R-24-12
A Resolution authorizing a purchase order to Valley Asphalt as the primary supplier, and Barrett Paving Materials, Inc. as the secondary supplier of hot mix for the 2012 Street Maintenance Program
14. RES. NO. R-25-12
A Resolution authorizing a purchase order to Piqua Materials as a supplier of stone and cold patch for the 2012 street and alley maintenance program
15. RES. NO. R-26-12
A Resolution reappointing one member to the Tree Committee
16. RES. NO. R-27-12
A Resolution reappointing a member to the Miami Valley Regional Planning Commission
17. RES. NO. R-28-12
A Resolution reappointing a member to the Miami Valley Regional Planning Commission
18. RES. NO. R-29-12
A Resolution reappointing a member to the Miami Valley Regional Planning Commission
19. RES. NO. R-30-12
A Resolution authorizing the City Manager to enter into a contract with Evans Landscaping, Inc. for the environmental remediation and demolition of the Piqua Memorial Medical Center site at a cost not to exceed \$1,789,000 and authorizing Evans Landscaping, Inc. to proceed with the project
20. RES. NO. R-31-12
A Resolution authorizing a Roadway Maintenance Agreement with Miami County

OTHER

Monthly Reports – December 2011

PUBLIC COMMENT

(This is an opportunity for citizens to address the City Commission regarding issues or to provide information. Comments are requested to be limited to five (5) minutes and specific questions should be addressed to the City Manager's office.)

CITY MANAGER'S REPORT

- a. Economic Development Update – Mr. Bill Murphy
- b. Department Update – Law Department – Ms. Stacy Wall

COMMISSIONERS COMMENT

ADJOURNMENT

**MINUTES
PIQUA CITY COMMISSION
Tuesday February 7, 2012
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.

Presentation

Piqua Compassion Network – Ms. Ann Hoover/ Mr. Andy Monnin

Greg Brookhart representing Piqua Compassion Network came forward and stated Andy Monnin was unable to attend the meeting and gave a brief history of PCN. Mr. Brookhart read the Mission Statement for PCN and explained the need for the programs in the community.

Ms. Hoover explained the day-to-day operations and the various programs offered by the PCN. Last year over 799 clients were served in some capacity, with over 300 requests for help with utilities, and were able to provide over \$6000 in utility assistance. Classes are offered to provide clients with the tools to overcome their problems and to get ahead. Volunteers are always needed and welcomed, said Ms. Hoover.

Mayor Fess thanked Mr. Brookhart and Ms. Hoover for their very informative presentation, stating PCN is a very valuable organization in our Community.

REGULAR CITY COMMISSION MEETING

Approval of the minutes from the January 17, 2012 Regular Piqua City Commission Meeting and the Work Session minutes from January 12, 2012. Moved by Commissioner Martin, seconded by Commissioner Vogt, that the minutes of the Regular Piqua City Commission Meeting of January 17, 2012 and the Work Session minutes of January 12, 2012 be approved. Voice vote, Aye: Fess, Wilson, Martin, Terry, and Vogt. Nay: None. Motion carried unanimously.

Old Business

ORD. No. 2-12 (2nd Reading)

An Ordinance to vacate a public right of way

City Manager Huff stated this is the second reading of Ordinance No. 2-12. City Planner Chris Schmiesing gave a brief overview of the request to vacate the public right of way. Mr. Schmiesing stated this Ordinance was at the request of three adjacent property owners to vacate a portion of the public right of way located at Statler and Bassett Avenue. This vacation was approved by the Planning Commission at their January Meeting with the recommendation of an easement for ingress/egress and to maintain a utility easement.

Public Comment

No one came forward to speak for or against Ordinance No. 2-12.

Ordinance No. 2-12 was given a second reading.

NEW BUSINESS

ORD. NO. 3-12 (1st Reading)

An Ordinance amending Chapter 34 of the Piqua Code to reflect City Procedure and changes in the Ohio Revised Code

City Manager Huff asked Law Director Stacy Wall to give a brief overview of the changes.

Ms. Wall explained that Chapter 34 establishes the procedures for bids and forfeiture of property. The majority of the changes in the Ordinance are updating the sections to the correct state statute since the State repealed the forfeiture law and rewrote it. The other change is to delete Section 34.18; this section makes specific reference to exempt a state statute from application to the City. After review, this statute adds protection to the City so the exemption is being repealed.

Public Comment

No one came forward to speak for or against Ordinance No. 3-12

Moved by Commissioner Terry, seconded by Commissioner Wilson that the rule requiring Ordinance No. 3-12 be read on three separate days be suspended. Roll call, Aye: Wilson, Terry, Fess, Vogt, and Martin. Nay: None. Motion carried unanimously.

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Ordinance No. 3-12 be adopted. Roll call, Aye: Terry, Fess, Vogt, Martin, and Wilson. Nay: None. Motion carried unanimously. Mayor Fess then declared Ordinance No. 3-12 adopted.

ORD. NO. 4-12 (1ST Reading)

An Ordinance amending Section 77.01 – Traffic Schedules Adopted, Schedule I of the Piqua Code, relating to Speed Limits

City Engineer Amy Havenar stated with the rerouting of ST 185 there has been discussion as to whether the speed limit should be lowered to 25 MPH or whether it should remain 35 MPH on the sections of roadway that were once SR 185. After numerous public meetings and discussions the City Commission directed City Staff to lower the speed limit to 25 MPH on the following sections of roadway: Park Avenue between Marymont and Broadway, Broadway between Park Avenue and W. Ash Street, and W. Ash Street between Broadway and N. Downing Street. The portion of Park Avenue between Marymont Drive and Sunset Drive will remain 35 MPH as per direction from the City Commission, said Ms. Havenar

Public Comment

No one came forward to speak for or against Ordinance No. 4-12.

Ordinance No. 4-12 was given a first reading.

RES. NO. R-11-12

A Resolution awarding a contract for the purchase of transformers for the Power System

Power System Director Ed Krieger gave a brief overview on the purchase of the transformers.

Each year the Power System solicits bid to replenish the inventory and this year five bids were received for transformer of various sizes, voltages and quantities. The lowest and best bids were received from Brownstone and Ermco. Twenty-seven transformers totaling \$114,452 will be purchased from Ermco, in addition would like to purchase fifteen GE transformers from

Brownstone for a total cost of \$15, 801. There is \$150,000 included in the 2012 Power System budget for distribution transformer purchases, said Mr. Krieger.

There was discussion on the shelf life of a transformer, and the number of transformers that are designated for inventory and backup. Basically we are just replenishing our inventory, said Mr. Krieger.

Public Comment

No one came forward to speak for or against Resolution No. R-11-12.

Moved by Commissioner Martin, seconded by Commissioner Terry, that Resolution No. R-11-12 be adopted. Roll call, Aye: Martin, Wilson, Terry, Fess, and Vogt. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-11-12 adopted.

RES. NO. R-12-12

A Resolution requesting authorization to purchase the real property and building(s) located at 515 E. Ash Street

City Engineer Amy Havenar stated during 2011 the City of Piqua and the Right-of-Way Consultant worked with the property owners of 515 E. Ash Street on the acquisition of their property in conjunction with the E. Ash Street Reconstruction Project. The negotiations began with only acquiring the right of way at a fair market value. The City also made an offer to the property owners to purchase the entire property as the property owners have approached the City on numerous occasions in the past years requesting the City purchase their property. In August of 2011 after numerous failed attempts to successfully negotiate the property acquisition, they commenced with appropriations proceedings for the right-of-way only at 515 E. Ash Street. In November of 2011, the City was granted immediate possession of and access to the right-of-way of the parcel based on the value of the property taken and damages were set at \$19,000. Since then, the property owner has contacted the City requesting the City purchase the entire property and not just the right-of-way.

There were questions regarding the total value amount of the property purchase including the right-of-way, and what the timeline was for the acquisition of the property. Ms. Havenar explained this is only an estimate, the Consultant will look at relocation expenses and closing costs.

Mayor Fess stated she was glad the City was able to work out the agreement with the property owners, further stating Ms. Havenar has done a great job on acquiring this property.

Public Comment

No one came forward to speak for or against Resolution No. R-12-12

Moved by Commissioner Vogt, seconded by Commissioner Martin, that Resolution No. R-12-12 adopted. Roll call, Aye: Wilson, Terry, Fess, Vogt, and Martin. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-12-12 adopted.

RES. NO. R-13-12

A Resolution of Appreciation for the public service of Allen Dock as a City Employee

Mayor Fess stated this is a Resolution of Appreciation for the twenty-four years of service provided by Allen Dock to the City of Piqua Police Department. Mayor Fess read the Resolution in its entirety and presented it to Police Chief Bruce Jamison asking him to make sure Mr. Dock receives it as he was not present at the meeting.

Public Comment

No one came forward to speak for or against Resolution No. R-13-12.

Moved by Commissioner Vogt, seconded by Commissioner Terry, that Resolution No. R-13-12 be adopted. Voice vote, Aye: Fess, Wilson, Martin, Vogt, and Terry. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-13-12 adopted.

RES. NO. R-14-12

A Resolution amending the agreement with the Ohio Department of Transportation for the US 36 (E. Ash Street) reconstruction project

City Engineer Amy Havenar stated on December 16, 2011 the City Commission passed Resolution 133-11 to enter into an agreement with the Ohio Department of Transportation (ODOT) for the U.S. Rt. 36 E. Ash Street Reconstruction Project. The agreement was for an amount not to exceed \$604,000, but even after the bids came in we were still under the \$604,000, but would like to increase our contract with ODOT to allow for flexibility during construction and for changes that could arise. The Federal Highway & ODOT are providing funding in the amount of \$99,273 towards the project and OPWC is providing funding in the amount of \$465,712. By increasing the legislation by \$180,000 this will keep the project under the original budgeted amount, said Ms. Havenar.

Several questions were raised including when the project would begin, a completion date, signage put into place informing customers of the businesses located on Rt. 36 they will be open during the reconstruction project, and the route being utilized for the detour. Ms. Havenar stated the plan is to begin construction the week of February 20, 2012, depending on the weather, and hopes to have it completed in September 2012 sometime. Signs will be set for rerouting of traffic, and Project Manager Bob Graeser will be meeting with the businesses located along Rt. 36 to assist them.

Public Comment

No one came forward to speak for or against Resolution No. R-14-12

Moved by Commissioner Wilson, seconded by Commissioner Terry, that Resolution No. R-14-12 be adopted. Roll call, Aye: Fess, Vogt, Martin, Wilson and Terry. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-14-12 adopted.

RES. NO. R-15-12

A Resolution requesting preliminary legislation for the pavement planning and resurfacing on State Route 185 within the City of Piqua

City Engineer Amy Havenar stated ODOT will be paving the portion of State Route 185 from Covington Avenue to Park Avenue which is the newly rerouted St. Rt. 185 in 2016. ODOT's Urban Paving Program allows for projects to be completed with an 80/20 split with ODOT paying 80% of the project costs. The City will be responsible for contributing 20% of the total costs with the estimated total cost of \$284,002 and a more detailed estimate will be reflected closer to the actual construction time. The City will be responsible for 100% of the costs to install and/or repair the curb ramps at all necessary intersections to ensure compliance with American Disabilities Act, said Ms. Havenar.

Commissioner Terry inquired about the patching that was done on Sunset & High Streets. Ms. Havenar stated this is part of the repairs that were done when the water main broke recently, but they will not be able to fix it completely until the weather breaks.

Public Comment

No one came forward to speak for or against Resolution No. R-15-12

Moved by Commissioner Wilson, seconded by Commissioner Terry, that Resolution No. R-15-12 be adopted. Roll call, Aye: Vogt, Martin, Wilson, Terry, and Fess. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-15-12 adopted.

RES. NO. R-16-12

A Resolution requesting authorization to enter into an agreement with LJB, Inc. for the Engineering Design for the Commercial Street Corridor Bike Route Project

City Engineer Amy Havenar stated the City Commission approved the submission of the Garnsey Street/Commercial Street Corridor Bike in June of 2011, and requests for proposals were sent out to four consultants. City Planner Chris Schmiesing and Ms. Havenar reviewed the qualifications of the four bids and selected LJB, Inc. as the designer for the project.

Commissioner Vogt stated on the MVRPC spreadsheet it allows \$48,000 for design and you are asking \$75,000 now why? Ms. Havenar explained this is a scope that we have to turn in, that was turned in 2009, and was just an estimate. We like to keep it low because consultants see this as well and we don't want to go into a job with the consultants vying for the work thinking we have an unlimited budget.

Commissioner Martin asked how the bike route would proceed on Commercial Street. Ms. Havenar stated they will keep all the construction within the existing right-of-way and will utilize the entire right-of-way on Commercial Street.

Commissioner Terry asked if a bike lane would be added or would they just be using the street on South Wayne and Garnsey streets for example. Ms. Havenar showed several slides with a layout of the bike path route. The route will start at the Great Miami River Recreational Trail behind the Street Department and will utilize a short portion of Clark Avenue and Wayne Street, and will continue on Commercial Street past Wood Street, and connect into the existing bike path. This project also provides a bike lane from the Commercial/Roosevelt/College intersection west along Garnsey Street and continues up to Mote Park.

Commissioner Vogt asked if it would be necessary to purchase the property on Wood Street to complete the bike path, or does the City already own the property? Ms. Havenar stated it is not City property, but have had talks with the Church that owns the property. We are looking at whether or not we would purchase the property or just sign a long-term lease.

Commissioner Martin stated he thought the original plan was to go straight down Garnsey Street. Ms. Havenar stated that was the original plan to come up behind Bennett School. But after looking at the redevelopment opportunities at the Power Plant it made more sense to connect with the growth of the Power Plant.

Commissioner Terry asked how the Bike Path would be connected to the existing Bike Path? Ms. Havenar explained they don't have the design yet, that is something they will work out with the Consultant to locate the best route.

Commissioner Wilson asked if they anticipate a bike lane in the street that would be replacing existing parking anywhere on a public street where a bike lane is being planned? Ms. Havenar stated parking will not be an issue on Commercial Street, it will be on an existing roadway and will be a shared use lane with markings stating bikers are permitted to be on there as well as motor vehicles. One of the reasons for not going down Garnsey Street was the parking issue, stated Ms. Havenar.

Public Comment

No one came forward to speak for or against Resolution No. R-16-12

Moved by Commissioner Terry, seconded by Commissioner Vogt, that Resolution No. R-16-12 be adopted. Roll call, Aye: Martin, Wilson, Terry, Fess, and Vogt. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-16-12 adopted.

City Manager's Report

Economic Development Update – Mr. Bill Murphy

City Manager Huff gave a brief Economic Development Update, stating Mr. Murphy is away at conference.

City Manager Huff stated the City received some exciting news as the City of Piqua was selected by the Dayton Development Coalition to house the Entrepreneurial Signature Program (ESP) for the Northern Dayton Region including Miami, Auglaize, and Shelby counties. This program actually focuses on resources and efforts on commercializing and funding Dayton region companies with aerospace propulsion and power, advance materials and advance manufacturing, situational awareness and surveillance systems, sensors and automation, medical imaging technologies, and software for business and healthcare. If the DDC receives this funding as they are anticipated to do, the City will be receiving a \$50,000 sub-grant, which will help with Economic Development in Piqua by having the additional resources to help existing business.

Grow Piqua Now has received about 74% of the membership dues, with a lot of the costs supported by private business with a goal this year of \$50,000.

The City of Piqua recently met with the Miami County Convention & Visitors Bureau and other municipalities and organizations with the intent to participate in a countywide branding initiative. This would increase tourism and economic development within the county and is a great opportunity for the City of Piqua as the branding will be available at a much lower cost. Mayor Fess asked City Manager Huff to explain what branding is. City Manager Huff explained.

The Piqua Arts Council, Piqua Area Chamber of Commerce and the City of Piqua are working together to hold "First Night Piqua" to be held New Years Eve 2012. This is an alcohol free family oriented New Years Eve celebration planned for the downtown area from 6:00 P.M. to 12:00. This is a great tourism event for the City of Piqua.

Engineering and Public Works Department Update – Amy Havenar

City Engineer Amy Havenar presented highlights on some of the projects they are working on.

- E. Ash Street Project. The City is asking the support of the local businesses during the project and will have a full time project manager on site if anyone has any questions. Bob Graeser is the Project Manager and can be reached at the Engineering Department.
- Street Signage Plan. City has purchased a reflective measuring machine, and will be going out and measuring the reflectivity of all signs. The City must be in compliance by January of 2015.
- Parks Department-Signs of the Past. Signs of the Past signs have been installed and the newest one is the Atomic City Sign installed near the Dome on Bridge Street in front of the Wastewater Treatment Plant. This sign highlights the Nuclear Power Plant with a timeline of all the events there, and this particular timeline goes as far out as 2018. Ms. Havenar stated the signs are courtesy of the French Oil Mill Machinery Co, and thanked them for providing the signs to the City.

- Tree Committee Academy. Mayor Fess, City Manger Huff, and City Engineer Havenar attended the graduation ceremony of Bob Graeser the City Urban Forester, and Melissa Reed from the Tree Commission. Both graduated from the Tree Commission Academy and presented a very enlightening design project, which really reflects well on the City of Piqua.
- Tree Planting. Bob Graeser is working with the Upper Valley Career Center along with Instructor Jim Metz who helped last year with the tree plantings on Nicklin Avenue. This year they will be helping with tree pruning at the Municipal Golf Course and help with the removal of Ash trees. This project would not be possible without the support of this group and Mr. Metz. The students are able to work in an environment where they can learn the trade and in return the City receives the benefits of the maintenance and pruning. The City is very excited about this collaboration as Mr. Metz also volunteers his services and services of his class when the City of Piqua has some type of weather event and need help.

Commissioner Wilson stated when they talked about having these department updates he was under the understanding the department would tell something that the public did not know about the department that might be interesting. One of things he thought might be of interest to the citizens is how far out the city has to start planning for a large street project like Ash Street? Ms. Havenar stated the Ash Street project was started about six years ago. The MVRPC is working on funding for other projects at this time for 2017 & 2018.

Mayor Fess stated the Tree Academy graduation was a very nice event and congratulated Bob Graeser and Melissa Reed. Kyle Kirschner, an employee of the Forest Hill Union Cemetery also graduated from the Tree Academy and congratulated him on his graduation.

Public Comment

This is an opportunity for citizens to address the City Commission regarding issues or to provide information. Comments are requested to be limited to five (5) minutes and specific questions should be addressed to the City Manager's office."

No one came forward to speak at this time.

Commissioner Comment

City Manager Huff stated he has started a City Manager Blog and is asking citizens to follow and respond to it. As a result of the new Blog City Manager Huff was asked to do an interview with Channel 2 on "What is Happening in Piqua" which aired on Tuesday, February 7, 2011 at 5:00 P.M. and 6:00 P.M.

The City of Piqua now has a licensed Miami County District Social Worker in the Health Department two days a month. Jennifer Zapadka works with Piqua families providing home visits and health assessments and other valuable resources. This will be a great asset and resource for our citizens and encouraged them to utilize her services.

The State of the City Address will be presented on March 1, 2012 in the City Commission Chambers at 8:00 A.M. The very first 2011 annual operations report will also be available.

Mayor Fess stated she was able to see the report on Channel 2 with City Manager Huff at 5:00 P.M. City Manager Huff did a wonderful job on presenting Piqua.

Commissioner Wilson stated he was happy to hear the Piqua Compassion Network presentation; further stating it is a very important program, and encouraged citizens to volunteer their time and services.

Commissioner Terry congratulated Duane Bachman on receiving the Order of George Award recently.

Commissioner Vogt congratulated Allen Dock on his twenty-four years of service to the City of Piqua.

Mayor Fess congratulated both Allen Dock and Duane Bachman. Mayor Fess stated she and City Manager Huff attend a Poverty Simulation held by the Piqua Compassion Network, and it was very enlightening experience.

Adjournment to Executive Session

To consider the purchase or sale of property for public purposes

Moved by Commissioner Vogt, seconded by Commissioner Martin, to adjourn into Executive Session at 8:35 P.M. Roll call, Aye: Martin, Fess, Wilson, Vogt, and Terry. Nay: None. Motion carried unanimously.

Adjournment

Moved by Commissioner Terry, seconded by Commissioner Vogt, to adjourn from the Executive Session at 8:57 P.M. Voice vote, Aye: Martin, Wilson, Vogt, and Terry. Nay: None. Motion carried unanimously.

Moved by Commissioner Vogt, seconded by Commissioner Terry, to adjourn from the Regular Piqua City Commission Meeting at 8:58 P.M. Voice vote, Aye: Martin, Wilson, Vogt, and Terry. Nay: None. Motion carried unanimously.

Lucinda L. Fess, Mayor

PASSED: _____

ATTEST: _____

REBECCA J. COOL
CLERK OF COMMISSION

MINUTES
PIQUA CITY COMMISSION WORK SESSION
February 9, 2012
7:30 P.M.
201 WEST WATER STREET
PIQUA, OHIO 45356

Piqua City Commission met in a Work Session at 7:30 P.M. in the Commission Chambers in the Municipal Government Complex 201 W. Water Street. Mayor Fess called the meeting to order at 7:30 P.M. Also present were Commissioners Wilson, Martin, Terry and Vogt. Absent: None. Also present Directors and Managers, Chris Schmiesing, Cynthia Holtzapple, Stacy Wall, Police Chief Jamison, Amy Welker, and City Manager Gary Huff. Numerous citizens were also in attendance

Work Session Discussion

Municipal Court Location

Law Director Stacy Wall gave a brief outline on the background of the Miami County Municipal Court located in the City of Piqua in the Knights of St. John Building, 110 S. Wayne Street.

The County has leased the building from the Knights of St. John at a cost of \$30,000 per year with three-year leases being signed in 2000, 2003, 2006, and 2009. The lease is up for renewal in early spring. At this time the County is only holding Court in Piqua on Wednesdays, and once a month for small claims cases. The Court has requested the city's position on the continuation of holding court in Piqua. No other community within the County holds court outside of the County Courthouse. The City has requested that a court remain in Piqua, however, with budgetary issues facing the city, they began discussion with the County on possible alternatives.

Spacing and usage are the main concerns at this time. The Mote Park Building was suggested as a viable option but would need to have considerable renovations that would be very costly, and there have been no discussions on who would pay for these renovations. The Court would require: Judge's Chambers, secure Clerks Office, space for the prosecutor, space for the public defender, space for probation, and a waiting area. Security is a big issue with the courts in all of these areas.

Judge Elizabeth Gutmann came forward and provided a packet of information to the Commissioners regarding the issues that are facing the Court at this time. Options to be considered for use by the Court include: The Piqua Municipal Complex (City Building), Mote Park, renew the lease with Knights of St. John, and consolidate all Court Hearings in Troy. Judge Gutmann presented a copy of a study that was completed a few years ago on the Court House at the request of Judge Kemmer and Judge Gutmann outlining some of the issues being considered at this time.

There was discussion concerning the use of Mote Park, the Municipal Government Complex, and moving to Troy with the pros and cons being considered. Security is still a main concern if staying in Piqua. They would need to have several rooms and all need to be secure. Revenue that may be lost if the court should move to Troy was mentioned, but it was stated the revenue received is not a large sum of money. Piqua only receives money when the individual is cited on section of the City Code.

Mayor Fess stated the Commissioners received a letter from the Knights of St. John regarding their concerns if the court should decide to move out of their facility. The lease is with the Miami County Commissioners not the city, said Mayor Fess. City Manager Huff stated the purpose of this meeting is to hear and gather information so the City can made a decision on having a Court in the City of Piqua or not.

Doug Francony, President of the Knights of St. John explained some of the reasons they would like to see the court remain in Piqua.

Law Director Wall stated she would like to know if the Commissioners want the Court to stay in Piqua or not at this time. If the City wants the court to stay in Piqua the Judges will have to go along with the request stated Judge Gutmann. Mr. Francony stated for the record the Knights of St. John have offered to talk with the County and they have yet to meet with them to discuss the situation. Judge Gutmann stated the first issue to resolve is to find out if the court needs to keep a location in Piqua, which is up to the City Commissioners at this time. Several questions were asked including if the court were to move to Troy would they have to pay the County rent? Judge Gutmann stated no they would not have to pay rent for space, the County is required to supply space for them if they so desire to be there.

Mayor Fess stated the Commissioners were provided with a lot of good information and will take it under advisement.

Vicious Dogs – Part 2

Police Chief Jamison came forward and introduced Kathleen Scarbrough. Ms. Scarbrough has completed extensive research on vicious dogs and attacks. Ms. Scarbrough presented a very informative power point presentation on various statistics concerning the different breeds of dogs and bite incidents.

Chief Jamieson introduced Mark Kumpf, Director of the Montgomery County Animal Resource Center. Mr. Kumpf gave a brief background on his experience and some of the issues facing dog owners of vicious dogs. Legislation is now in the Ohio Senate stating Pit Bulls would no longer be the only dog breed that could immediately be classified as vicious under the new legislation. This basically levels the playing field for all breeds of dogs not just the Pit Bulls to be considered vicious, stated Mr. Kumpf. A handout was provided to the Commissioners concerning the new legislation and other information regarding vicious dogs.

Mayor Fess asked if it would be possible to see legislation from other communities. Mr. Kumpf stated he would see that the City gets the legislation to review.

Mayor Fess thanked all of the presenters for their very informative presentations.

Recycling Program (Discussion Only)

Health & Sanitation Director Amy Welker gave a brief update on the recycling in the City of Piqua. The City contract with Rumpke of Ohio expires on April 30, 2012, and typically we do a three-year contract. Three years ago the City of Piqua and the City of Troy joined forces and bid the contract jointly hoping to get better pricing asking the bidders to give a discount since both cities would be using the same contractor. Rumpke came in with a 4% discount on the bid price since both cities would be using the same contractor. The plan is to do the same again this time and bid out the contract with both cities to try and get the discount again.

Ms. Welker went over some of the goals for new contract period they include: the contractor to help with the increase of participation; help with the increase in recycling tonnage to help reduce solid waste tonnage; education of citizens; variation in containers to be used, possibly use a larger container on wheels with a lid. These goals will increase the cost but that is something that could lead to more participation in the recycling program, stated Ms. Welker. Ms. Welker stated she is looking for feedback from the City Commission on anything they would like to see happen with the recycling program.

City Manager Huff stated in past experience using the roll out containers has increased the recycling usage since they are much easier to get out to the curb versus carrying the bins out.

There was discussion on what other cities are doing to promote recycling and how they are trying to reduce the amount of solid waste going into the landfills. Ms. Welker stated the contractor is responsible for education materials such as mailers, television programs, and facebook information.

A question was raised concerning a resident that has a private waste hauler what is the fee that citizens pay for recycling in Piqua, and can they still participate in the City of Piqua recycling program at that same rate if they use a private waste hauler? Ms. Welker stated the monthly fee is \$3.03 for recycling, and she is not sure if they can only charge for recycling since they are not considered a customer because they do not pick up the solids waste at that location. Mayor Fess stated that was something they could look into. Another question raised was if the City of Piqua recycled? Mayor Fess stated yes, the City is involved in the recycling program.

Transportation Committee Recommendations

City Manager Huff gave a brief overview of the Transportation Committee responsibilities. The first Transportation Committee meeting was held on January 27, 2012. The Committee will look at requests received from citizens, City Departments, and City Commission with respect to public transportation infrastructure, streets, highways, sidewalks, bike trails, airports, and railroads. The Committee will also look at street design, traffic signals, and any other types of transportation issues. The Committee will make their findings and propose plans and specific recommendations to the City Manager, Commission, and other public parties of interest regarding public transportation facilities, and assist in keeping the public aware of the transportation issues within the City.

Redistricting Update

Law Director Stacy Wall gave a brief explanation on the reason for the redistricting, stating the city has expanded over the years. One of the Charter Amendments the Charter Review Committee recommended, and the Commission put on the ballot was the redistricting. This was due to the city expanding and the wards not being equitable in their population. This was passed and the redistricting has begun. There was a long waiting period since we had to wait for the census figures. The figures have been received and the City Planner Chris Schmiesing is working on them. The Commission will receive an Ordinance defining the recommended boundaries to stay within the five wards, once passed by City Commission it goes to the Board of Elections who has a consultant verifying the boundaries and taking the population and breaking it up equitably. The goal of the Board of Elections is to reduce the number of precincts in the city. The law has changed previously you only needed to have 14,000 "registered voters" in a precinct, now it states there must be 14,000 "active registered voters" in the precinct. So precincts can be much larger than they use to be, so some of the precincts will be reduced. Once the borders of the streets are completed the Ordinance will come to the City Commission, and then on to the Board of Elections to complete the process. This is quite an extensive process so all elections held in 2012 will be under the old districts and the new districts will occur in 2012, said Ms. Wall.

There was discussion on the number of wards that exist now, and if they would remain the same, and what the term "active registered voters" means.

Public Safety Income Tax

City Manager Huff stated the City is considering a ¼% Public Safety Income Tax Levy.

Law Director Stacy Wall gave a brief overview of the timeline that would need to be followed to put a ¼% Public Safety Income Tax Levy on the ballot. There will not be a May Election this year due to the Presidential Election. The Commission was given several choices of dates for the Public Safety Income Tax Levy to be put on the ballot. If the Commission chooses to have a Special Election the City would be responsible for the full cost of the election, but if the City were to submit to the November ballot, the filing deadline would be August 8th and the City would have a minimal share in the election. A Resolution will come before the City Commission setting a date for putting the ¼% Public Safety Income Tax Levy on the ballot, and then will be forwarded to the Board of Elections. The recall election held last year cost the City of Piqua \$12,000, stated Finance Director Cynthia Holtzapple.

Mayor Fess stated the Safety Services are low right now and are 76% of the General Fund. We need to create more revenue and have no other options at this time to continue to support our Safety Services. If the levy is placed on the November ballot then the City would begin collection of the funds in January of 2013.

Mote Park Picnic Shelter

City Manager Huff gave a brief update on the Mote Park Picnic Shelter. It was noted that several steps had not been followed, and have went back and corrected those missed steps. They include the naming of the Shelter by the Southview Neighborhood Association that was addressed by the Community Diversity Committee and the Park Board, an electrical service question that was addressed by the Park Board, and a site restoration issue. These items have now been addressed by the proper Boards and Committees and have received approval from all. What it comes down to is the City Commission giving final approval and nothing has been done until the proper processes were followed.

City Planner Chris Schmiesing gave a brief overview of the project, stating early in the Spring of 2011 the Southview Neighborhood Association expressed an interest in building a shelter at Mote Park. The City began working with the SVNA and the project began in October of 2011. The SVNA felt the shelter should have a name identifying the shelter, thus the name Upper Mote Park was discussed and agreed upon. Also discussed was a thank you panel on the backside thanking and recognizing the five businesses that made significant material donations to the building of the shelter. Mr. Schmiesing showed several slides of the shelter and signage stating they went back to the Park Board and the Community Diversity Committee and they are satisfied with the process that they followed.

City Manager Huff stated he would like to get direction from the City Commission on whether they want to move forward with the project to finish it up at this time. Mayor Fess stated that everything has been addressed and now there is a very attractive shelter at Mote Park. A question was raised concerning the electric, and Mr. Schmiesing explained what needed to be done yet. City Manager Huff stated they halted the project until all of the issues were discussed with the Park Board including the electric service, and the Park Board has now signed off on it.

Commissioner Wilson stated he would like to see the Picnic Shelter called The Volunteer Shelter to show appreciation for all of the work that was done by the volunteers. City Manager Huff stated they have asked the Park Board to look at some way of recognizing the many volunteers

not only with this project but the many other projects that volunteers have helped with in the community. Commissioner Vogt stated sine it was a whole community effort why not call it the Upper Mote Community Shelter. There was discussion concerning the possibility of missing someone who helped when listing them separately, but was noted a plaque could be installed stating many volunteers in the community in a generic fashion built the shelter. It was stated that the sign Upper Mote was donated by Quint Signs and has already been made and is very beautiful. Commissioner Terry stated she felt the volunteers did not need to have their names displayed on a plaque, and that was not the reason they participated in the project. Edna Stiefel stated that there have been many volunteers who have helped with installing the playground equipment at the various parks in the community and they did not do it for the recognition. Russ Fashner voiced his concerns over the policies and procedures that were not followed with this project. Jim Cruse stated there is a wall in the Picnic Shelter that could be used to display a volunteer plaque. Mayor Fess stated the Park Board would look into it and make their recommendations.

Roadway Maintenance Agreement with Miami County

City Planner Chris Schmiesing gave a brief update on the Roadway Maintenance Agreement with Miami County. The City would like to establish a formal agreement with Miami County for maintenance responsibilities concerning the roadways that are split by the city and county jurisdictional boundaries. The plan is to replace the less formal operational agreements that have been utilized in the past and provide a legally binding agreement between the two jurisdictions. Mr. Schmiesing presented a map showing the routes and how they are split. There is more than just snow plowing in the winter months; there is also maintenance of the various roadways, and sign maintenance. Mayor Fess asked about an agreement with the Townships for the same time services. Mr. Schmiesing stated we have not approached the Townships yet about a formal agreement but have less formal agreements now. Law Director Wall stated we have letters of agreement but the court system is looking for a more formal agreement.

Moved by Commissioner Vogt seconded by Commissioner Martin, to adjourn from the Work Session at 9:50 P.M. Voice vote, Aye: Vogt, Martin, Wilson, and Fess. Nay: None. Motion carried unanimously.

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

ORDINANCE NO. 2-12

AN ORDINANCE TO VACATE A PUBLIC RIGHT OF WAY

WHEREAS, pursuant to Piqua Charter Section 98, the City Commission adopted Resolution No. 134-11 declaring its intent to vacate portions of platted public right of way known as Bassett Avenue and Statler Avenue, as described in Exhibit "A" attached hereto; 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 portions of platted public right of way known as Bassett Avenue and Statler Avenue, as described in Exhibit "A" 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 portions of platted public right of way known as Bassett Avenue and Statler Avenue, as described in Exhibit "A" 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

1st Reading 1-17-2012

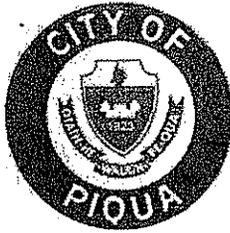
2nd Reading 2-7-2012

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____

REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	1/17/2012			
REPORT TITLE	Bassett and Statler Avenue Right of Way Vacation			
SUBMITTED BY	Name & Title: Chris Schmiesing, City Planner			
	Department: Development Department			
MEETING TYPE	<input checked="" type="checkbox"/> Regular	<input type="checkbox"/> Work Session	<input type="checkbox"/> Special	<input type="checkbox"/> Retreat
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Regular
ORDINANCE/RESOLUTION	<input checked="" type="checkbox"/> 1 st Reading	<input type="checkbox"/> 2 nd Reading	<input type="checkbox"/> 3 rd Reading	
	Ordinance #: 2-12		Resolution #:	
APPROVALS/REVIEWS	<input type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance	
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director	
	<input type="checkbox"/> Department Director		<input checked="" type="checkbox"/> Other: Planning Commission	
BACKGROUND <small>(Includes description, background, and justification)</small>	The property owners adjacent to the affected right of way have determined that they would prefer the subject right of way be vacated. The petitioners propose to maintain access to and from the affected properties from public right of way and or establish any ingress/egress easement as may be necessary. The Statler Avenue portion of right of way is unimproved and the existing pavement improvements in the Bassett Avenue right of way are in poor condition. There will also be a utility easement maintained over the existing water main in this right of way. The primary land use in this area is light industrial and no further development of this area is anticipated.			
BUDGETING AND FINANCIAL IMPACT <small>(Includes project costs and funding sources)</small>	Budgeted \$:	0		
	Expenditure \$:	0		
	Source of Funds:	0		
	Narrative:	The City will no longer be obligated to provide maintenance services for this portion of right of way.		
OPTIONS <small>(Include Deny Approval Option)</small>	1.	Approve the Ordinance and allow right of way to be vacated.		
	2.	Defeat the Ordinance and reject the right of way vacation petition.		
	3.			
	4.			
PROJECT TIMELINE	Dec 14 2011 - Planning Commission public hearing (PC recommended approval contingent upon ingress/egress and utility easements being provided)			

	Jan 17, 2012 - City Commission 1 st reading of Ordinance Feb 7, 2012 - City Commission 2 nd reading of Ordinance Feb 21, 2012 - City Commission 3 rd reading of Ordinance
STAFF RECOMMENDATION	Staff recommends approval of this item.

EXHIBIT A

CITY OF PIQUA, OHIO

APPLICATION FOR VACATION OF PUBLIC RIGHT-OF-WAY

- 1. Applicant's Name LARRY & SUE KINNISON Phone # 773-5916
Applicant's Address 2 KESTREL CT. PIQUA, OH 45356
- 2. Owner's Name LARRY & SUE KINNISON Phone # 773-5916
- 3. Type of legal interest held by applicant WARRANTY DEED D.B. 674-13
- 4. Location of Public Right-Of-Way Vacation request BASSETT AVENUE FROM STATLER AVENUE SOUTH TO TERMINUS AT INLOT 12AB, STATLER AVENUE FROM CENTER LINE OF BASSETT AVENUE WEST TO D.P.&L PROPERTY (FORMERLY RAILROAD RIGHT OF WAY LINE)
- 5. Describe the reason for the requested Vacation of Public Right-Of-Way

THESE PORTIONS OF STATLER AND BASSETT AVENUES ARE NO LONGER REQUIRED FOR PUBLIC ACCESS AND VACATION WOULD BE IN BEST INTEREST OF BOTH THE CITY AND ABUTTING OWNERS.

6. Property owners adjacent to Right-Of-Way to be vacated.

NAME	ADDRESS	SIGNATURE
<u>LARRY & SUE KINNISON</u>	<u>2 KESTREL CT. (HOME)</u>	<u>Larry Kinnison</u>
<u>JOHN & CAROL GASTON</u>	<u>5075 GRANDVIEW COLINA, OH</u>	<u>[Signature]</u>
<u>CITY OF PIQUA</u>	_____	<u>[Signature]</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature of Applicant _____ Date _____

*****OFFICE USE ONLY*****

\$100.00 Fee Paid CWS Date Fee Paid 10-27-2011
 Receipt No. _____ Res. No. _____

ORDINANCE NO. 4-12

**AN ORDINANCE AMENDING SECTION 77.01 – TRAFFIC SCHEDULES
ADOPTED, SCHEDULE I OF THE PIQUA CODE, RELATING TO SPEED
LIMITS**

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: Section 77.01 of the Piqua Code, Schedule I - SPEED LIMITS, is hereby amended to revise the following:

**PARK AVENUE (Marymont to Broadway) - 25 MPH
BROADWAY (Park Avenue to W. Ash Street) – 25 MPH
W. ASH STREET (Broadway to N. Downing Street) – 25 MPH**

These changes will take effect within thirty (30) days after the approval of this Ordinance.

SEC. 2: Section 77.01 of the Piqua Code, Schedule I Speed Limits, as previously adopted and amended, is hereby amended to revise speed limits;

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

1st Reading 2-7-2012

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	February 7, 2012		
REPORT TITLE <small>(Should match resolution/ordinance title)</small>	An ordinance amending Section 77.01 – Traffic Schedules Adopted, Schedule I of the Piqua Code, relating to speed limits.		
SUBMITTED BY	Name & Title: Amy Havenar, City Engineer		
	Department: Engineering		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution <input type="checkbox"/> Regular
ORDINANCE/RESOLUTION	<input checked="" type="checkbox"/> 1 st Reading	<input type="checkbox"/> 2 nd Reading	<input type="checkbox"/> 3 rd Reading
	Ordinance #: Ord. No. 4-12		Resolution #:
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input checked="" type="checkbox"/> Law Director
	<input type="checkbox"/> Department Director		<input type="checkbox"/> Other:
BACKGROUND <small>(Includes description, background, and justification)</small>	With the rerouting of SR 185, there was much discussion within the community as to whether the speed limit should be lowered to 25 mph, or whether it should remain 35 mph on the sections of roadway that were once SR 185. After numerous public meetings to discuss this topic, City Commission has directed City Staff to lower the speed limit to 25 mph on the following sections of roadway: Park Avenue between Marymont Drive and Broadway, Broadway between Park Avenue and W. Ash Street, and W. Ash Street between Broadway and N. Downing Street. The portion of Park Avenue between Marymont Drive and Sunset Drive will remain 35 mph as per City Commissions direction.		
BUDGETING AND FINANCIAL IMPACT <small>(Includes project costs and funding sources)</small>	Budgeted \$:	\$0	
	Expenditure \$:	\$0	
	Source of Funds:		
	Narrative:	There will be no financial impact to the City with making this change in the speed limit.	
OPTIONS <small>(Include Deny /Approval Option)</small>	1.	Approve the ordinance to amend Schedule 73.10 of the Piqua Code relating to Speed Limits with changing the speed limit on sections of Park Avenue, Broadway, and W. Ash Street.	
	2.	Do not approve the ordinance and keep the speed limit on sections of Park Avenue, Broadway, and W. Ash Street at the current posted speed limit of 35 mph.	
PROJECT TIMELINE	This work would be completed immediately after City Commission approval of the ordinance.		

ORDINANCE NO. 5-12

**AN ORDINANCE REPEALING EXISTING CHAPTER 33.08 - INSURANCE
AND ENACTING A NEW CHAPTER 33.08 - INSURANCE OF THE PIQUA CODE,
RELATING TO EMPLOYEE POLICY**

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

SECTION 1: Existing Chapter 33.08 - Insurance of the Piqua Code is hereby repealed;

SECTION 2: Chapter 33.08 - Insurance of the Piqua Code (appended hereto as Attachment "A") is hereby enacted;

SECTION 3: 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



Commission Agenda Staff Report

MEETING DATE	2/21/12		
REPORT TITLE (Should match resolution/ordinance title)	ORDINANCE NO. 5-12 AN ORDINANCE REPEALING EXISTING CHAPTER 33.08 – INSURANCE AND ENACTING A NEW CHAPTER 33.08 – INSURANCE OF THE PIQUA CODE RELATING TO EMPLOYEE POLICY		
SUBMITTED BY	Name & Title: Elaine G. Barton, Human Resources Director		
	Department: Human Resources		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution <input type="checkbox"/> Regular
ORDINANCE/RESOLUTION	<input checked="" type="checkbox"/> 1 st Reading	<input type="checkbox"/> 2 nd Reading	<input type="checkbox"/> 3 rd Reading
	Ordinance #: 5-12		Resolution #:
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager	<input type="checkbox"/> Asst. City Manager/Finance	
	<input type="checkbox"/> Asst. City Manager/Development	<input type="checkbox"/> Law Director	
	<input checked="" type="checkbox"/> Department Director	<input type="checkbox"/> Other:	
BACKGROUND (Includes description, background, and justification)	The City has been funding 75% of the non-union employee's health savings or health reimbursement accounts. Recently, both the Police and Fire Departments agreed to reduce their funding to 75% from 85% funding. However, they are able to "earn" back funds to their accounts by participating in several wellness initiatives approved by UnitedHealthcare (UHC). As UHC encourages the City to participate in their "Bend the Trend" program, and has expressed excitement for the efforts and ideas that we have brought forward to them, we anticipate that we will see favorable results in our renewal for 2013.		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:		
	Expenditure \$:	\$10,200	
	Source of Funds:	Various Funds	
	Narrative:	Approximately \$2,800 will come from the General Fund with the remainder being allocated to the department in which the health insurance funds for the employee are budgeted.	
OPTIONS (Include Deny /Approval Option)	1.	Approve Ordinance No. 5-12	
	2.	Reject Ordinance No. 5-12	
	3.	Provide staff with an alternate recommendation	
	4.		
PROJECT TIMELINE	January 1, 2012		

STAFF RECOMMENDATION	Adopt Ordinance No. 5-12 to allow non-union employees the ability to “earn back” funds into their health savings or health reimbursement accounts. In addition, I would ask the Commission to consider suspending the three reading rule and adopting the legislation in one reading so as not to be too far into the benefit plan year.
ATTACHMENTS	

§ 33.08 INSURANCE.

The following provisions shall apply to all Schedule A employees except those covered under §33.15 of this chapter.

The city will provide health insurance benefits including dependent coverage. 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.

(B) Employee HSA accounts will be funded by the City in the amount of \$1,500 for individual coverage and \$3,000 for family coverage for the 2012 plan year, by funding 1/12th of the annual total to be deposited the 1st of each month. Employee HRA accounts will be funded by the City in the amount of \$1,500 for individual coverage and \$3,000 for family coverage for the 2012 plan year, by funding the entire amount each year in January.

An employee may be reimbursed up to a maximum of \$400 if on a family plan and \$200 for a single plan each calendar year. The employee and not the family member must participate in the activities below to be eligible for the reimbursement.

Such reimbursement shall be based on participation in self-selected programs established by UnitedHealthcare for eligibility for the Bend the Trend Program, or similar program by the health insurance carrier.

Upon completion of an eligible program, the employee shall submit the required form and information to the Human Resources Director who will submit the request for reimbursement. All reimbursement checks will go to the employee's HSA (or HRA) account and not directly to the employee.

Eligible Activity	Amount Reimbursed	Special Conditions
Biometric Screening Event	\$200	Eligible for reimbursement once each calendar year.
Health Risk Assessment	\$50	Eligible for reimbursement once each calendar year.
Wellness Coaching	\$50	Wellness Coaching is as indicated by the Health Risk Assessment. Eligible for reimbursement once each calendar year.
Registering on myuhc.com	\$50	Eligible for reimbursement once each

		calendar year.
Flu Shot	\$50	Must be received at the City. Eligible for reimbursement once each calendar year.
Exercise	\$50	90 minutes of physical activity per week for each 8 week period completed. Forms must be completed and turned in to Human Resources. The forms are available at HR
BP of less than 130/80 Cholesterol of less than 200 mg BMI of less than 25	\$100	To qualify for reimbursement, the employee must meet two of the three categories.
Prescription Medications	\$100	Employee must switch from brand medication to generic. Must begin only in January and continue for the calendar year. Eligible for each prescription changed.
Prescription Medications	\$50	Employee must switch from brand medication to generic. Must be for a consecutive six month period. Eligible for each prescription changed.
Annual Basic Physical	\$50	Eligible for reimbursement once each calendar year.
Cessation Program	\$100	Employee must complete a program as approved by the HR department and successfully have stopped smoking for a consecutive 6 month period. Employee will be subject to random testing to verify continued success. Eligible for reimbursement only one time during employee's tenure.

(C) The City shall select the carrier for the HDHP annually after consulting with the Insurance Committee. The City will make every effort to maintain comparable coverage.

(D) Cost Sharing. For the 2012 plan year, an employee will contribute 15% of the City's total cost of purchasing the employee's HDHP and funding the employee's HSA or HRA, by bi-weekly payroll deduction.

(E) 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 (2012) of \$2,000 for those eligible for family coverage and \$1,000 for individual coverage.

(F) The city shall provide and pay the necessary premium for group life insurance in an amount equal to two times (not to exceed \$180,000) salary for the following classifications: City Manager, Assistant City Manager, Finance Director, City Engineer, Utilities Director, Power System Director, Human Resources Director, Health and Sanitation Director, Information Technology Director, Law Director, Economic Development Director, Police Chief and Fire Chief.

('97 Code, § 31.09).(Am. Ord. 16-90, passed 4-16-90; Am. Ord. 13-01, passed 8-6-01; Am. Ord. 3-04, passed 1-20-04; Am. Ord. 9-04, passed 5-20-04; Am. Ord. 29-08, passed 12-15-08; Am. Ord. 21-09, passed 12-21-09; Am. Ord. 2-11, passed 4-5-11; Am. Ord. 15-11, passed 12-20-11)

ORDINANCE NO. 6-12

AN ORDINANCE-TO CHANGE THE STREET NAME OF WHITE TAIL DRIVE

WHEREAS, the Planning Commission has met to study a request to change the street name of White Tail Drive; and

WHEREAS, the Planning Commission met in open sessions and took public comment regarding the recommended changes; and

WHEREAS, the Planning Commission after hearing the request and considering the public comments and information provided, recommended that the street name of the subject public right of way improvements be recognized as White Tail Lane; and

WHEREAS, pursuant to Piqua Charter Section 98, street name changes 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 change the street name of White Tail Drive public right of way improvements to White Tail Lane.

SEC. 2: The City Manager shall cause notice of the street name change to be served to all property owners contiguous to the affected portions of street and road right of way.

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

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



Commission Agenda Staff Report

MEETING DATE	2/17/2012		
REPORT TITLE (Should match resolution/ordinance title)	Correction of White Tail Drive Platted Street Name		
SUBMITTED BY	Name & Title: Chris Schmiesing, City Planner		
	Department: Development Department		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution <input type="checkbox"/> Regular
ORDINANCE/RESOLUTION	<input checked="" type="checkbox"/> 1 st Reading	<input type="checkbox"/> 2 nd Reading	<input type="checkbox"/> 3 rd Reading
	Ordinance #: 6-12		Resolution #:
APPROVALS/REVIEWS	<input type="checkbox"/> City Manager	<input type="checkbox"/> Asst. City Manager/Finance	
	<input type="checkbox"/> Asst. City Manager/Development	<input type="checkbox"/> Law Director	
	<input type="checkbox"/> Department Director;	<input checked="" type="checkbox"/> Other: Transportation Committee, Planning Commission	
BACKGROUND (Includes description, background, and justification)	<p>The street name shown on the adopted plat for a recent section of the Deerfield subdivision incorrectly indicates the street name as White Tail Drive. The street name shown on the construction documents and other maps indicate White Tail Lane. White Tail Lane is also the name that appeared on the street name for the first several years of the streets existence. However, the street name sign was recently replaced and the new street name reflects White Tail Drive per the subdivision plat. Subsequently a petition was submitted by the five residents that live on this street asking the City to return the street name on the sign to White Tail Lane to be consistent with the address information indicated on their mortgages, checks, etc... The Planning Commission heard the request at their February 14, 2012 meeting and unanimously recommended the proposed correction to the plat.</p>		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:		
	Expenditure \$:		
	Source of Funds:		
	Narrative:	A modest expense associated with recording the corrected street name information at the Recorder's office and the cost to fabricate and install the street name sign will be incurred.	
OPTIONS (Include Deny /Approval Option)	1.	Approve the resolution to correct the plat to reflect the street name White Tail Lane	
	2.	Reject the resolution and keep the street name as White Tail Drive	
	3.		
	4.		
PROJECT TIMELINE	<p>Jan 27, 2012 – Transportation Committee recommendation Feb 14, 2012 – Planning Commission recommendation Feb 21, 2012 – 1st reading of ordinance March 6, 2012 – 2nd reading of ordinance</p>		

	March 20, 2012 – 3 rd reading of ordinance Around April 2, 2012 – Corrected street name sign installed
STAFF RECOMMENDATION	Approve the resolution to correct the street name to reflect the wishes of the residents of White Tail Lane.
ATTACHMENTS	Petition

PETITION TO
RENAME WHITE TAIL DRIVE
TO WHITE TAIL LANE

We the under signed are in support of this petition

<u>Name</u>	<u>Address</u>	<u>Signature</u>	<u>Date</u>
1. Dennis Zimpfer	2321 White Tail Ln	Dennis Zimpfer	1/8/12
2. Mark Holowecy	2308 WHITE TAIL LN.	Mark Holowecy	1/14/12
3. Mike Lumpkin	2309 WHITE TAIL LN	Mike Lumpkin	1/14/12
4. Frank Petrucci	2305 White Tail Lane	Frank Petrucci	1/14/12
5. Rick Snyder	2309 WHITE TAIL LN	Rick Snyder	1/14/12
6.			

RESOLUTION NO. R-17-12

A RESOLUTION REQUESTING AUTHORIZATION TO APPLY FOR SAFE ROUTE TO SCHOOL FUNDING FOR CERTAIN INFRASTRUCTURE AND NON-INFRASTRUCTURE IMPROVEMENTS

WHEREAS, the City Commission of the City of Piqua, Miami County, Ohio, hereinafter referred to as the Local Public Agency (LPA), and the Board of Education of the Piqua City Schools, Miami County, Ohio, hereinafter referred to as the Board of Education (BOE), have mutual interests and anticipate coordinating activities in the matter of the stated described Project; and,

WHEREAS, the United States Congress has set aside monies for Safe Routes to School Projects through the State of Ohio, Department of Transportation; and

WHEREAS, LPAs can apply for these monies and be selected for funding by the State of Ohio, Department of Transportation; and

WHEREAS, section 10 of the City of Piqua Safe Routes to Schools - School Travel Plan document, attached hereto as Exhibit A, includes activity eligible to receive federal transportation funding; and

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:

SECTION I: The City Manager of said LPA is hereby empowered on behalf of the LPA to prepare and execute an application for SRTS funds for the stated described Projects identified in section 10 of the City of Piqua Safe Routes to Schools - School Travel Plan document, attached hereto as Exhibit A, to submit same to the State of Ohio, Department of Transportation.

SECTION II: The total cost of the Infrastructure improvements is estimated to be \$454,311, and the total cost of the non-infrastructure activities is estimated to be \$33,600, of which the LPA, if awarded the funds, the LPA is responsible for 100% of the construction costs over and above the maximum amount awarded by ODOT through the SRTS program for both the infrastructure and non-infrastructure projects.

SECTION III: Upon completion of the described Project, and unless otherwise agreed, the LPA shall:

- (1) Provide adequate maintenance for the described Project in accordance with all applicable state and federal laws, including, but not limited to, 23 USC 116;
- (2) Provide ample financial provisions, as necessary, for the maintenance of the described Project;
- (3) If necessary, maintain the right-of-way, keeping it free of obstructions;
- (4) If necessary, hold said right-of-way inviolate for public highway purposes;
- (5) Provide adequate reports and verification of work performed.
- (6) Provide detailed plan for sustaining project once funding is concluded.

SECTION IV: If the application is approved for the funding the City Manager of said LPA is hereby empowered on behalf of the LPA to enter into a contract with the Director of the Ohio Department of Transportation necessary to complete the above described project.

SECTION V: This Resolution is hereby declared to be an emergency measure to take effect and be in force immediately upon its passage to meet the Safe Routes to School application deadline.

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____

REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	2/17/2012		
REPORT TITLE (Should match resolution/ordinance title)	Safe Routes to School Funding Application		
SUBMITTED BY	Name & Title: Chris Schmiesing, City Planner		
	Department:		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
ORDINANCE/RESOLUTION	<input checked="" type="checkbox"/> 1 st Reading	<input type="checkbox"/> 2 nd Reading	<input type="checkbox"/> 3 rd Reading
	Ordinance #:		Resolution #: R-17-12
APPROVALS/REVIEWS	<input type="checkbox"/> City Manager	<input type="checkbox"/> Asst. City Manager/Finance	
	<input type="checkbox"/> Asst. City Manager/Development	<input type="checkbox"/> Law Director	
	<input checked="" type="checkbox"/> Department Director; City Engineer, Chief of Police, Health Director	<input checked="" type="checkbox"/> Other: SRTS Committee, Transportation Committee, Planning Commission	
BACKGROUND (Includes description, background, and justification)	Safe Routes to Schools (SRTS) is a federal program focused on removing obstacles or barriers to children being able to safely walk or bicycle to or from school. The program is administered through state DOTs and communities become eligible to apply for funding by forming a local SRTS Committee and completing the steps necessary to satisfy the program requirements. In 2011 the Piqua SRTS Committee submitted a School Travel Plan document to ODOT for their review and acceptance. The committee subsequently identified the highest priority items and prepared to submit an application the in SRTS 2012 funding cycle.		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$0	
	Expenditure \$:	\$0	
	Source of Funds:		
	Narrative:	The SRTS program is designed to cover 100% of the cost associated with implementing the proposed improvement/ activities identified in the funding application. While the program allows for design service expenses incidental to the projects to be included in the application, these services are not always funded. The Piqua SRTS funding request includes \$41,301 in expenses related to design services. If the funding request is approved sans the design service expenses we would need to obligate local funds to cover the	

		design services.
OPTIONS (Include Deny /Approval Option)	1.	Approve the resolution and authorize the submittal of the application.
	2.	Reject the resolution and pass on the available SRTS funds
	3.	
	4.	
PROJECT TIMELINE	Feb 21, 2012 – City Commission authorization to submit funding application. Summer 2012 – ODOT funding award announcements Fall 2012 – Budget for design services (if necessary); begin implementation of non-infrastructure programs Jan 2013 – Hire consultant to begin design work Spring 2013 – Bid construction work Summer 2013 – Complete construction of projects	
STAFF RECOMMENDATION	Approve resolution authorizing the City Manager to submit application for \$487,911 in SRTS funding.	
ATTACHMENTS	ODOT - STP acceptance letter	



OHIO DEPARTMENT OF TRANSPORTATION

CENTRAL OFFICE • 1980 WEST BROAD STREET • COLUMBUS, OH 43223
JOHN R. KASICH, GOVERNOR • JERRY WRAY, DIRECTOR

June 22, 2011

Amy Havenar, City Engineer
City of Piqua
2nd Floor - Municipal Government Complex
201 W Water Street
Piqua OH 45356

Dear Ms. Havenar,

The Ohio Department of Transportation (ODOT) is pleased to inform you that the School Travel Plan (STP) for the City of Piqua has been approved by the Ohio Department of Transportation (ODOT). We appreciate the hard work and dedication your community put into working with the diverse stakeholders required to develop a successful STP.

It is possible some items in your action plan may be eligible for funding through the Ohio Safe Routes to School program. Your community is eligible to apply for funding for projects in your STP during the next funding cycle beginning January 2, 2012, and in subsequent funding rounds.

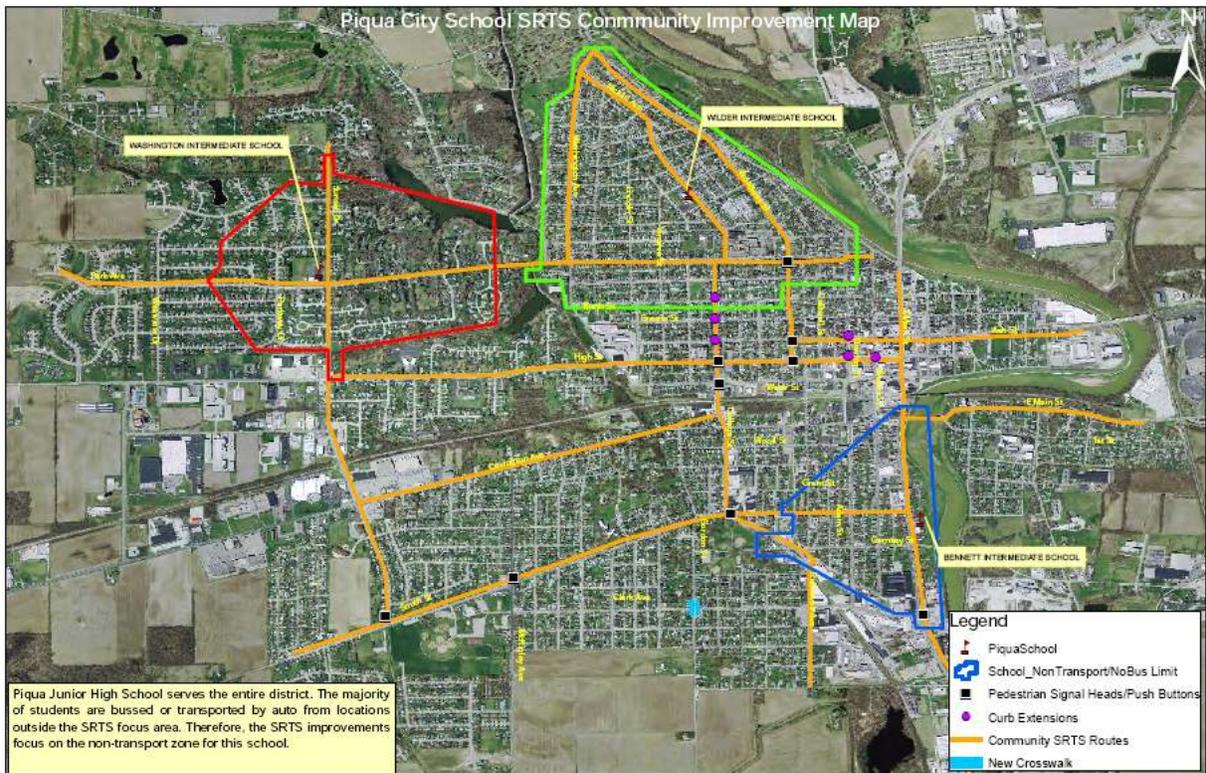
Please contact Justin Yoh, in the ODOT District 7 office at (937) 497-6897, if you need any assistance with the application process.

If you have any questions, please feel free to contact Julie Walcoff at (614) 466-3049 or by email at julie.walcoff@dot.state.oh.us

Respectfully,

Julie Walcoff
Safe Routes to School Program Manager
ODOT, Systems Planning and Program Management

cc Justin Yoh



END OF SECTION 9



PIQUA Safe Routes To School Program



SECTION 10

THE ACTION PLAN

The following sections list and prioritize the action items for each of the School Travel Plan target buildings. The items shown are prioritized as “Immediate” or “Future”. The priorities defined as “Immediate” include the items the SRTS committee identified as the most appropriate initial solution to the barrier identified, with regards to the scope and cost of the proposed improvement as it relates to the scope and urgency of the barrier issue to be addressed. The priorities defined as “Future” include the items the SRTS committee identified as desirable actions best suited for implementation at a future date. In most instances the rationale for delaying the action until a future date relates to coordinating the improvement with other programmed or anticipated projects, or wanting to first test a more cost effective solution before spending the funds for a most costly fix. The SRTS committee anticipates reviewing and updating the STP on a recurring basis, in anticipation of priorities changing and new barriers and solutions being identified over time. While planning level construction costs estimates are included with each strategy for informational purposes, it is assumed that in most instances an additional 10% will be required for survey and engineering costs related to the item.

The following table presents a rough cost estimate of the recommended infrastructure/engineering strategies within and adjacent to the school zones surrounding each school and throughout the community. These costs represent planning level construction costs. No survey or design costs have been incorporated into these estimates.

Bennett Intermediate School

Bennett Intermediate School Improvement Strategies				
Priority	Type	Strategy Detail	Time Frame	Estimated Cost
IMMEDIATE	ENG	Relocate the two existing school zone speed limit signs with flashers on South Main Street beyond limits of the school zone crosswalks at South Street and Garnsey Street.	Short	\$1,000
IMMEDIATE	ENG	Repaint crosswalk at East Street on South Main Street (1).	2013	\$1,000
FUTURE	ENG	Mid-block crossing across College Street at the Garnsey Street intersection. Option1: Install School Crossing Sign Assemblies	Short	\$3,250



PIQUA Safe Routes To School Program



Bennett Intermediate School Improvement Strategies				
Priority	Type	Strategy Detail	Time Frame	Estimated Cost
		and crosswalk pavement markings across College Street at the proposed crossing.		
FUTURE	ENG	Mid-block crossing across College Street at the Garnsey Street intersection. Option2: Install School Crossing Assembly with flashing beacons and crosswalk pavement markings across College Street at the proposed crossing.	Short	\$5,500
IMMEDIATE	ENG	Add/repaint crosswalks at the following intersections along South Street: South Main Street (2), South Wayne Street (4), South Downing Street (4), Adams Street (2), South Roosevelt Avenue (4), Commercial Street (2), Orr Street (2), Weber Street (2), College Street (4) and three alleys (2). (#) – Number of crosswalks at specific intersection	2013	\$29,000
IMMEDIATE	ENG	Add/repaint crosswalks at the following intersections along Garnsey Street: South Main Street (4), South Wayne Street (4), South Downing Street (4), Adams Street (2), South Roosevelt Avenue (2), Commercial Street (1), College Street (1) and three alleys (2).	2013	\$24,000
FUTURE	ENG	Mid-block crossing across College Street at the Garnsey Street intersection. Option 3: Install pedestrian signal and crosswalk pavement markings across College Street at the proposed crossing.	Mid	HAWK signal: \$52,500 to \$71,250 Add Crosswalk pavement markings: \$2,500
IMMEDIATE	ENG	Install painted crosswalk and crosswalk signs across	2013	\$1,910



PIQUA Safe Routes To School Program



Bennett Intermediate School Improvement Strategies				
Priority	Type	Strategy Detail	Time Frame	Estimated Cost
		1 st Street at the intersection with East Main Street.		
IMMEDIATE	ENG	Reconstruct four corners of sidewalk at South Street and Adams Street intersection with ADA compliant curb ramps.	2013	\$3,000
FUTURE	ENG	Upgrade two-way pedestrian signal heads to include two-way pedestrian buttons, instructional signs, and replace pedestrian signal heads for all three approaches at the South Street and South Main Street intersection.	2013	\$3,800
FUTURE	ENG	Upgrade two-way pedestrian signal heads to include two-way pedestrian buttons, instructional signs, and replace pedestrian signal heads for all four approaches at the Garnsey Street and South Main Street intersection.	2013	\$5,000
FUTURE	ENG	Extend sidewalk along north side of Garnsey Street from South Roosevelt Street through to College Street.	2013	\$3,600
FUTURE	ENG	Construct paved shoulders on Garnsey Street, west of College Street.	2013	\$10,000
IMMEDIATE	ENG	Reinforce primary SRTS walking route designation along South Street and Garnsey Street. Replace/repair sidewalks on both sides of Garnsey Street and South Street from Main to Commercial.	2013	\$51,000
TOTALS			2013	\$132,310
			FUTURE	\$76,750

Piqua Junior High School



PIQUA Safe Routes To School Program



Piqua Junior High School Improvement Strategies				
Strategy	Type	Strategy Detail	Time Frame	Estimated Cost
IMMEDIATE	ENG	Install curb and drainage and sidewalk improvements to provide pedestrian facility separated from vehicular pavement along entire length of Tomahawk Trail from Indian Trail To County Road 25A.	Mid	\$75,000
IMMEDIATE	ENG	Install curb and drainage and sidewalk improvements to provide pedestrian facility separated from vehicular pavement along entire length of Indian Trail from Tomahawk Trail to Looney Road.	Mid	\$105,000
IMMEDIATE	ENG	Construct curb and sidewalk along Tomahawk Trail and Junior High parking lot entrances/exits between Indian Trail intersection and Senior High drive. Add new crosswalk across drive in front of the Senior High.	Short	\$25,500
IMMEDIATE	ENG	Construct curb and sidewalk from Indian Trail to Senior High front sidewalk leading to Junior High. Add new crosswalk across drive in front of the Senior High.	Short	\$25,500
IMMEDIATE	ENG	Install sidewalk from Junior High to Senior High and provide ADA compliant curb ramps. Add new crosswalk at proposed sidewalk crossing.	Short	\$17,000
FUTURE	ENG	Construct new curb and sidewalk between north side of Junior High parking lot and tree line, from Tomahawk Trail to north end of existing Junior High sidewalk.	Short	\$24,000
IMMEDIATE	ENG	Install street lighting along Tomahawk Trail from Indian Trail to County Road 25A, and Indian Trail from Looney Road to Tomahawk Trail.	2013	\$60,000
FUTURE	ENG	Establish new school zone on County Road 25A at Tomahawk Trail intersection. Install school advanced warning signs and school zone speed limit signs with flashers on both sides of	Short	\$13,000



PIQUA Safe Routes To School Program



Piqua Junior High School Improvement Strategies				
Strategy	Type	Strategy Detail	Time Frame	Estimated Cost
		Tomahawk Trail.		
IMMEDIATE	ENG	Relocate school zone signs and pavement markings along Looney Road to the north side of Indian Trail school drive.	Short	\$1,500
IMMEDIATE	ENG	Trim trees along east side of Tomahawk Trail.	Short	\$7,500
IMMEDIATE	ENG	Trim trees along south side of Indian Trail.	Short	\$7,500
IMMEDIATE	ENG	Install three-way stop at Tomahawk Trail and Indian Trail intersection. Add new crosswalks across both Tomahawk Trail and Indian Trail.	2013	\$2,300
IMMEDIATE	ENG	Convert drive in front of Junior High to one-way. Paint pavement arrows to reinforce one-way directional flow.	2013	\$300
TOTALS			2013 FUTURE	\$62,600 \$307,500

Washington Intermediate School

Washington Intermediate School Improvement Strategies				
Strategy	Type	Strategy Detail	Time Frame	Estimated Cost
IMMEDIATE	ENG	New crosswalk at Park Avenue on Parkway Drive.	2013	\$4,000
IMMEDIATE	ENG	Reconstruct four corners of sidewalk at Park Avenue and Parkway Drive intersection with ADA compliant curb ramps.	2013	\$3,000
FUTURE	ENG	Paint pavement markings on rear surface lot (playground) for auto pick-up lanes.	Short	\$800
FUTURE	ENG	At drive, add signage for auto pick-up in rear and buses only on front drive during restricted times.	Short	\$400



PIQUA Safe Routes To School Program



Washington Intermediate School Improvement Strategies				
Strategy	Type	Strategy Detail	Time Frame	Estimated Cost
FUTURE	ENG	Widen drive on north side of building.	Short	\$6,000
FUTURE	ENG	Construct new exit drive to provide direct access from rear surface lot to Park Avenue.	Short	\$3,800
IMMEDIATE	ENG	Install Do Not Enter signs at existing drive exit to Park Avenue.	Short	\$400
IMMEDIATE	ENG	Install 4-way stop and paint crosswalks on all four approaches at Park Avenue and Westview Drive.	2013	\$6,000
IMMEDIATE	ENG	Remove drive entrance along Sunset Drive adjacent to Sunset Drive and Park Avenue intersection.	Short	\$7,100
TOTALS			2013	\$13,000
			FUTURE	\$18,500

Wilder Intermediate School

Wilder Intermediate School Improvement Strategies				
Strategy	Type	Strategy Detail	Time Frame	Estimated Cost
IMMEDIATE	ENG	Relocate school zone speed limit sign along Nicklin Avenue approaching the Gill Street Intersection.	Short	\$500
IMMEDIATE	ENG	Add crosswalks across Nicklin Avenue at the Gill Street intersection.	Short	\$2,000
IMMEDIATE	ENG	Add crosswalks across Nicklin Avenue at the Scott Street intersection.	Short	\$2,000
IMMEDIATE	ENG	Add crosswalk across Gill Street at the Walker Street intersection.	2013	\$1,000
IMMEDIATE	ENG	Add crosswalk across Scott Street at the Walker	2013	\$1,000



PIQUA Safe Routes To School Program



Wilder Intermediate School Improvement Strategies				
Strategy	Type	Strategy Detail	Time Frame	Estimated Cost
		Street intersection.		
IMMEDIATE	ENG	Add crosswalk across Walker Street and Virginia Avenue at the Scott Street intersection.	2013	\$2,000
FUTURE	ENG	Install school advanced warning signs and school zone speed limit signs with Beacons along Scott Street and Gill Street approaching Nicklin Avenue.	Short	\$13,000
IMMEDIATE	ENG	Relocate fence along Walker Street to provide more sidewalk and/or buffer zone for students on sidewalk.	Short	\$6,000
FUTURE	ENG	Replace and/or widen existing sidewalk along Walker Street.	Short	\$14,000
IMMEDIATE	ENG	Reconstruct four corners of the Nicklin Avenue and Scott Street intersection with ADA compliant curb ramps.	2013	\$3,000
IMMEDIATE	ENG	Reconstruct the four corners of the Nicklin Avenue and Gill Street intersection with ADA compliant curb ramps.	2013	\$3,000
IMMEDIATE	ENG	Reconstruct two corners of the Gill Street and Walker Street intersection with ADA compliant curb ramps.	2013	\$1,500
IMMEDIATE	ENG	Reconstruct two corners of the Scott Street and Walker Street intersection with ADA compliant curb ramps.	2013	\$1,500
IMMEDIATE	ENG	Reconstruct Walker Street and Virginia Avenue intersection to better delineate travel lanes and preferred pedestrian movements.	Mid	\$70,000
IMMEDIATE	ENG	Reinforce primary SRTS walking route designation along College Street. Shorten side street crosswalk distance and define side street as stop	2013	\$60,000



PIQUA Safe Routes To School Program



Wilder Intermediate School Improvement Strategies				
Strategy	Type	Strategy Detail	Time Frame	Estimated Cost
		approach, and slow College Street motor vehicle speeds by installing curb extensions on all 4 corners of Greene Street, North Street, and Boone Street along College Street corridor.		
IMMEDIATE	ENG	Reinforce primary SRTS walking route designation along Broadway. Shorten side street crosswalk distance and define side street as stop approach, and slow Broadway motor vehicle speeds by installing curb extensions on all 4 corners of Greene Street, North Street, and Boone Street along College Street corridor.	2013	\$60,000
IMMEDIATE	ENG	Reinforce primary SRTS walking route designation along High Street. Shorten crosswalk distance and define stop approaches, by installing 4-way stop and curb extensions on all 4 Wayne Street and all 4 Downing Street corners at High Street.	2013	\$40,000
IMMEDIATE	ENG	Reinforce primary SRTS walking route designation along Ash Street. Shorten side street crosswalk distance and define side street as stop approach, by installing curb extensions on all 4 Downing Street corners of Ash Street.	2013	\$20,000
TOTALS			2013	\$191,000
			FUTURE	\$113,500

School District/Community

School District/Community Improvement Strategies				
Strategy	Type	Strategy Detail	Time Frame	Estimated Cost
IMMEDIATE	EVL	Purchase 4 Traffic Analyzer Units and Software (one for each target building) and Collect Traffic Data at Key Locations Along SRTS Community	Short	\$8,000



PIQUA Safe Routes To School Program



School District/Community Improvement Strategies				
Strategy	Type	Strategy Detail	Time Frame	Estimated Cost
		Routes to Evaluate Pre and Post Infrastructure Improvement Conditions		
IMMEDIATE	EDU	Conduct Health and Safety Awareness Talks at School Buildings at Beginning of School Year and Again In Spring.	2013	\$1,000
IMMEDIATE	ENC	Develop and Implement Walking School Bus/Bike Train/Safe Houses Program.	2013	\$4,000
IMMEDIATE	ENC	Develop Safe Routes to Schools Parent/Student Committee In Each Building to be the SRTS STP Champions.	2013	\$4,000
IMMEDIATE	ENF	Conduct Targeted Enforcement to Police the SRTS Community Routes During the Early Implementation Years.	2013	\$6,000
IMMEDIATE	EDU	Conduct Bike Rodeos at School Buildings.	2013	\$2,000
IMMEDIATE	ENC	Conduct Walk to School Event at School Buildings.	2013	\$2,000
FUTURE	ENG	Portable bike racks for Washington, Wilder, Bennett school buildings.	2013	\$14,600
TOTALS			2013	\$33,600
			FUTURE	\$8,000

END OF SECTION 10



PIQUA Safe Routes To School Program



RESOLUTION NO. R-18-12

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.

WHEREAS, the City of Piqua and the Fraternal Order of Police, Ohio Labor Council, Inc. ("FOP") entered into a collective bargaining agreement effective March 1, 2010 through February 29, 2013 and authorized by Resolution R-90-10; and

WHEREAS, the City requested concessions from the FOP with regards to the last year of the collective bargaining agreement due to the unhealthy General Fund; and

WHEREAS, the City desires and strives to lower its health insurance premium by participating in the Bend the Trend Program; and

WHEREAS, the FOP agreed to concessions on health insurance allowing the City to continue its goal of working towards lower health insurance premiums while engaging the employees to make healthier choices and actively participate in healthier activities; and

WHEREAS, the FOP offered to extend the collective bargaining agreement one year to assist the General Fund by taking a 0% wage increase for March 1, 2013 – February 28, 2014.

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:

SECTION 1. The City Commission authorizes the City Manager to enter into a two year collective bargaining agreement, effective March 1, 2012, with the Fraternal Order of Police, Ohio Labor Council, Inc., for the terms as substantially attached hereto.

SECTION 2. The Law Director shall send a certified copy of this Resolution to the State Employment Relations Board to notify SERB of an agreed upon collective bargaining agreement.

SECTION 3. This Resolution and the wages included will replace the wages of the bargaining unit employees listed in Schedule D, Chapter 33 of the Piqua Municipal Code.

SECTION 4. This Resolution shall take effect and be in force from the earliest period allowed by law.

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CITY COMMISSION CLERK



Commission Agenda Staff Report

MEETING DATE	February 21, 2012		
REPORT TITLE (Should match resolution/ordinance title)	A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.		
SUBMITTED BY	Name & Title: Stacy Wall, Law Director Department: Law		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
ORDINANCE/RESOLUTION	<input type="checkbox"/> 1 st Reading	<input type="checkbox"/> 2 nd Reading	<input type="checkbox"/> 3 rd Reading
	Ordinance #:		Resolution #: R-18-12
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input checked="" type="checkbox"/> Law Director
	<input type="checkbox"/> Department Director		<input type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	<p>The City and the FOP entered into a collective bargaining agreement effective 3.1.10 through 2.29.12. The City in an effort to save the health of the General Fund requested that the Union give concessions on wages and health insurance. The City participates in a wellness plan through the health insurance company that requires the City to meet certain benchmarks including a minimum funding level to encourage wellness participation and choices by the employee. Therefore the Union was asked to agree to a 75% funding level rather than the current 85% funding level of the HSA/HRA accounts, which is also what all non-union and three other bargaining units currently receive. The 75% funding level allows the City to meet one its benchmarks which will also contribute to a lower premium renewal rate. The Union will be permitted to participate in an employee reimbursement plan to be able to earn the difference between the 85% funding level and the 75% funding level with the monies would be reimbursed to the employee's HSA/HRA account. An employee can be reimbursed up to \$400 for a family plan and \$200 for an individual plan. The employee will submit documentation approved by the HR Department prior to reimbursement. Additionally, the Union offered to extend the contract for one year providing for a second year of 75% funding rather than at the higher rate. This proposal puts every City employee on the same funding level.</p> <p>As to wages, the Union will receive a 3% wage increase effective March 1, 2012, as was negotiated in the collective bargaining agreement. However, the Union offered to extend the contract through February 28, 2014, with a 0%</p>		

	<p>wage increase for 2013. This contract extension ensured that there would be no further wage increase for the contract period. If this contract extension had not been offered, the parties would begin negotiations late this year for the next contract where wages would be negotiated.</p>	
<p>BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)</p>	Budgeted \$:	
	Expenditure \$:	If an employee does not participate in the reimbursement plan, the City will pay less in HSA/HRA funding than what is budgeted for 2012. There is no increased funding over the proposed two year period.
	Source of Funds:	
	Narrative:	
<p>OPTIONS (Include Deny /Approval Option)</p>	1.	Approve the Resolution
	2.	Reject the Resolution
	3.	
	4.	
PROJECT TIMELINE		
STAFF RECOMMENDATION	<p>Staff recommends the Resolution be adopted. The parties are currently in a binding collective bargaining agreement and the Resolution is a result of requesting concessions. If the Resolution is not approved, the City will pay a higher level of funding at 85% to the HSA/HRA accounts and will not have received a 0% wage increase for 2013. The parties would then begin negotiations for the 2013 collective bargaining agreement. The Resolution also approves the 2013 HSA/HRA funding at 75% rather than having to negotiate the rate starting with 85% as the bar.</p> <p>Additionally, the adoption of the Resolution secures a 0% wage increase for 2013.</p>	
ATTACHMENTS	<p>Collective Bargaining Agreement Effective 3.1.12 through 2.28.14</p>	

AGREEMENT
BETWEEN
CITY OF PIQUA, OHIO
AND
FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.

~~3/1/10 – 2/28/13~~

3/1/12 – 2/28/14

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This agreement is between the City of Piqua, Ohio (the City) and the Fraternal Order of Police, Ohio Labor Council, Inc. (the Union). **This Agreement shall replace any existing Collective Bargaining Agreements between the parties.**

ARTICLE 1. RECOGNITION

The City recognizes the Union as the exclusive bargaining representative for all sworn full-time police officers. The bargaining unit specifically excludes the Police Chief, Deputy Police Chiefs, Police Lieutenants, and Police Sergeants. 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.

ARTICLE 2. UNION SECURITY

Section 1. Union Dues to be Deducted

The Employer agrees to deduct Union membership dues and fees in accordance with this article.

Section 2. Authorization for Deduction

The Employer shall deduct Union membership dues and fees once each month from the wages of any eligible employee covered by this Agreement upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer. Upon receipt of the proper authorization, the Employer will deduct Union dues and fees from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 3. Dues to be Remitted

The Employer agrees to remit the dues and fees deducted from the eligible bargaining unit employees' pay, in accordance with this article, to the designated representative of the Union at 222 E. Town Street, Columbus, OH 43215, once each month for the duration of the Agreement.

Section 4. Indemnification

The parties agree that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union dues and fees. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any

employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 5. Relief from Making Deduction

The Employer shall be relieved from making authorized deductions upon an employee's:

- (1) termination of employment;
- (2) transfer to a job other than one covered by the Union
- (3) layoff from work; or
- (4) an unpaid leave of absence.

The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

Section 6. Fair Share Fee

Not longer than sixty (60) days from the effective date of an officer's regular appointment, any officer who does not elect to become a member of the Union shall pay to the Union a fair share fee as a condition of employment. The fair share fee is automatic and does not require the written authorization of the employee. As provided in Ohio Revised Code §4117.09(C), nothing in this article shall require any employee to remain or become a member of the Union. The fair share fee shall not exceed the dues paid by members of the Union in the same bargaining unit. The Union agrees to implement a fair share rebate plan that meets the requirements of state and federal law. Copies of the Union's rebate plan shall be available upon request.

Section 7. Notification of Dues and Fair Share Fee Amounts

The Union shall notify the Employer of the amount of its Union dues and fair share as often as is necessary, but no less than one (1) time per year, in order to assure that the Employer is informed of the correct amount to be deducted from each paycheck. Said notice shall be given to the Employer not less than sixty (60) days in advance of the effective date of the amounts.

Section 8. Errors in Deductions

The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be

corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

ARTICLE 3. 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 Section 4117.08 of the Ohio Revised Code 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 4. 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 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 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 officers who violate this Article, except that the grievance procedure shall be available to such officers 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 officers.

ARTICLE 5. COOPERATION AND DISCRIMINATION

Section 1. The City, the Union, and each officer 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.

Section 2. Discrimination The City shall abide by all applicable laws, state and federal, prohibiting discrimination on account of race, color, national origin, religion, creed, sex, handicap, disability, age or any other applicable law prohibiting discrimination or retaliation in employment. Any claim that the City has violated this Section is not subject to the grievance and arbitration procedure in this Agreement.

ARTICLE 6. DISCIPLINE, RECORDS AND INVESTIGATIONS

Section 1. Just Cause

The City has a right to discharge or discipline officers for just cause, and to discharge or discipline probationary employees with or without just cause.

Section 2. Probationary Employees

All newly hired officers shall serve a probationary period of one (1) year from the 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
- C. Forfeiture of accrued paid leave (in place of suspension, by mutual agreement of the Chief of Police and the officer)
- D. Reduction in classification (demotion)
- E. Discharge from employment

The principles of progressive discipline shall be followed. However, disciplinary action may begin at any step. Counseling shall not be considered disciplinary action.

Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.

Section 4. Retention of Disciplinary Records

Disciplinary records shall be maintained by the Employer, but shall cease to have force and effect and 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

An officer may review his own personnel records at any reasonable time upon written request. This includes both the officer's official personnel file (maintained by the Human Resources Director) and the officer's development file (maintained by the Chief of Police). If an officer believes that any material in his file is inaccurate or unfavorable, the officer may place a signed and dated statement of rebuttal or explanation in the file.

In responding to a third party's request for an officer's personnel file, the City will comply with all applicable legal requirements. The City will make a reasonable effort to notify the officer of the request before responding to the request.

Section 6. Investigations

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 officer.

The following procedure shall apply only to those instances whereby suspension, demotion, discharge or the filing of criminal charges is likely to occur.

- A. Officers 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.
- B. In cases of internal discipline, before an officer 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.
- C. In cases where criminal charges may result, an officer shall be advised of his rights according to law.
- D. During interrogations where suspension, demotion, discharge or the filing of criminal charges is likely to occur, the officer shall be notified of his right to have a representative present. The representative may be a Union representative or an attorney of his own choosing and at his own expense. If the officer desires to have a representative present, he shall be given reasonable opportunity to consult with the representative before the interrogation begins.
- E. Management shall have the right to require officers to submit written reports of incidents under investigation. However, the officer 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 officer. The report may be used by the City or the Union in taking action or defending said officer with respect to discharge or discipline.

- F. A copy of any tapes (audio or video) or transcripts made of discipline hearings held before the Chief of Police, HR Director or City Manager shall be made available to the Union upon request for the purpose of defending an officer in the case of discipline or discharge.
- G. An officer 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 officer under investigation shall have the right to approach the City directly or through his representative to ascertain the status of the investigation.
- H. 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 officer 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 7. Discipline

Prior to an officer being suspended, demoted or discharged, the City shall conduct a pre-disciplinary hearing with either the Chief of Police or Deputy Police Chief. However, pending the pre-disciplinary hearing in situations involving a serious violation, the Employer has the right to suspend an employee with pay (also referred to as placing the employee on administrative leave) until the pre-disciplinary hearing is held. Notice of pre-disciplinary hearing shall be given to the effected employee no less than forty-eight (48) hours in advance of the time set for the conference. Said notice shall be in writing and shall be given personally to the effected employee.

When the employee receives the notice of a pre-disciplinary hearing as described above, he must choose to:

1. appear at the conference to present an oral or written statement in his defense; or
2. appear at the conference and with his Union representative or attorney of his choosing (and at his own expense) who will present an oral or written statement in defense of the employee; or

3. elect in writing to waive the opportunity to have a pre-disciplinary conference.

Failure of the employee to elect and exercise one (1) of these three (3) options will serve as a waiver of the employee's right to a pre-disciplinary conference.

If the employee desires representation at the pre-disciplinary conference and that representative is unavailable at the time set for the conference, either the member who is charged, or his representative may make a request for a continuance. Such request shall not be unreasonably denied. The length of such a continuance shall be mutually agreed upon, and scheduled at the parties' earliest convenience.

The effected employee and his representative, if any, shall be provided a copy of the written report/results/recommendation not more than seven (7) calendar days from the day the pre-disciplinary conference is held unless additional time for providing said report/results/recommendation is agreed to by the parties.

The Employer will issue discipline to the effected employee no more than fourteen (14) calendar days after the written report/results/recommendation is issued.

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 an officer'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 in accordance with this section no less than two (2) weeks of the acquittal or dismissal.

Section 8. Press Releases

There shall be no press releases regarding the officer under investigation until the investigation is completed and the officer is either charged or cleared.

There shall be no press releases regarding the officer about whom a pre-disciplinary hearing was conducted until an effort has been made to notify the officer of the report/result/recommendation.

The Department will not voluntarily release, for a period of twenty-four (24) hours, the name(s) of any officer(s) involved in deadly force incidents (intentional or accidental) wherein a citizen or citizens have been severely injured or killed. The Department and the City shall remain free to satisfy their legal obligations under the Public Records Act and any other applicable laws.

ARTICLE 7. RESIDENCE.

Section 1. All officers shall be permitted to maintain their current residence anywhere within a 25 mile radius of the City of Piqua. The radius shall be measured "as the crow flies" from the officer's residence to the police building.

Section 2. Telephone Expenses. All officers shall maintain a telephone for contact from the police department in addition to any department supplied telephone. Officers who maintain a non-local telephone number shall accept and pay for all telephone calls from the police department.

ARTICLE 8. GRIEVANCE AND ARBITRATION

Section 1. Definition

A grievance is a claim that the City has violated or misinterpreted 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 of the City, the grievant and the Union. An officer may withdraw any grievance at any point by submitting in writing a statement to that effect to the Employer and the Union, or by permitting the time requirements at any step to lapse without further appeal.

Section 3. Grievance Procedure

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 procedure below shall be followed. However, the Union, the grievant, and the Employer may, in writing, mutually agree to skip any step or steps.

Informal Step Immediate Supervisor (Verbal)

The officer shall first attempt to resolve the grievance informally with his immediate supervisor. Should the grievance remain unresolved, the officer shall further attempt to resolve it informally with his Deputy Chief. A grievance at this step may only be resolved with the prior authorization of the Chief of Police.

Step 1. Chief of Police (Written)

If the grievance is not resolved at the informal step, in order for a grievance to be arbitrable the aggrieved employee must present his signed written grievance to the Chief of Police (or the person he has designated in writing to take his place in the grievance procedure) within seven (7) calendar days of the occurrence of the incident giving rise to the grievance. This may be extended to seven (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 thirty (30) days after the occurrence. The Chief of Police (or designate) shall schedule a meeting with the grievant and his representatives, if any, within seven (7) calendar days after receipt of the grievance. The Chief of Police (or designate) shall investigate and respond in writing to the grievance within seven (7) calendar days following the meeting. The seven (7) calendar days for holding a meeting and/or providing the written response may be extended by mutual agreement of the grievant, his representative and the City.

Step 2. City Manager

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 ten (10) calendar days after the Chief's response. The City Manager or his designee shall schedule a meeting between the parties within twenty-one (21) days. The City Manager (or designee) shall have fourteen (14) calendar days following the meeting in which to give his written response to the grievant and his representative.

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 fifteen (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 either the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) pursuant their respective rules. The parties will mutually agree on the service to be used, and if they cannot agree, the party requesting arbitration shall select the service.

The parties shall alternately strike the names of the arbitrators until only one (1) name remains. Either party may reject the list once and request another list of names from the chosen arbitration service until a mutually agreeable arbitrator is selected. The party requesting arbitration shall strike the first name. Nothing in this section shall prohibit the parties from mutually agreeing on an arbitrator prior to requesting a panel list.

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 thirty (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 ($\frac{1}{2}$) 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 officer's name and signature.

- B. Aggrieved officer'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. Who May Bring a Grievance

A. Individual

A grievance may be brought by any member of the bargaining unit.

B. Class

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 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.

C. Union

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 7. Attendance at Grievance Step Meetings

The officer filing the grievance or the spokesman for a class action grievance or a group of grievances may attend Steps 1 and 2 of the grievance procedure without loss of pay during regularly scheduled working hours. The officer's representative (if a City employee) may also attend without such loss of pay at Steps 1 and 2.

ARTICLE 9. LEAVES OF ABSENCE.

Section 1. Leave for Personal Reasons

An officer, upon written application, may be granted up to thirty (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 fourteen (14) days must request a leave of absence in writing before the end of fourteen (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 one (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.

Section 3. Military Service

Bargaining Unit Employees who enter military service of the United States will be afforded all applicable rights by federal and state law concerning military leave.

Section 4. Unpaid

All leave is unpaid unless otherwise specifically provided (for example, sick leave, injury leave and funeral leave).

Section 5. Eligibility 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 10. 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 (2) Union representatives, the Chief and a command officer designated by 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 an officer 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 officer 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 officer by a physician or other examiner selected by the City. If the examiner determines that the officer'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 officer will not lose any regular straight time pay he would otherwise have received as a result of time reasonably spent in attending the examination. Officers shall not receive overtime pay for such examinations except as may be required under the FLSA.

Section 4. Authorization. The City may require an officer to sign medical records release authorizations(s) for records directly related to his medical as part of an

examination under this Article or when relevant to any claim by the officer against the City.

Section 5. Third Doctor. If an officer disagrees with the findings of the City's doctor, he may undergo an examination by a doctor of his choice, at his expense. The officer's doctor shall prepare a written report with a copy to the City. If the findings of the City's doctor and the officer's doctor are in conflict, the two doctors shall select a third doctor to resolve the conflict. The City and the officer 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 officer 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 date of execution of the agreement.

The City may require all officers 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. An officer 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. Officers 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.

Section 7. Medical Examinations. The City will provide comprehensive medical examinations, at the City's expense, to determine if the officer 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 an officer's essential job functions. The examination may include a stress EKG if the doctor concludes such a test is appropriate. The City will provide for testing of one-third of the bargaining unit employees each year in accordance with a three-year plan approved by the Chief of Police. An officer who attends an examination during the officer's regularly scheduled working hours, with the approval of the Bureau Commander, shall do so without loss of pay.

ARTICLE 11. 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 on-duty supervisor will make a determination as to fitness for duty. 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. 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 an unreasonable delay in performing the test. 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 forty-five (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 six (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 sixty (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 (6) 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 12. 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.

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.

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.

ARTICLE 13. 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 sworn officer which is normally performed by bargaining unit employees shall be offered to those unit employees who normally perform the work before it may be offered to seasonal, exempt or other employees.

ARTICLE 14. 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 officers. 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 officer is not overtime.

Section 2. Scheduling. Before any subsequent change to a work schedule that does not provide for twelve (12) hour shifts, the City will give the Union at least sixty (60) days notice of the proposed change, and will offer to meet and confer with the Union about it. Those officers working a twelve (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 one hundred sixty (160) hours in a twenty-eight (28)-day cycle.

Section 3. Pyramiding. No officer 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. An officer shall receive time and one-half his regular rate of pay for all scheduled overtime. Any

officer that is scheduled to report to the Police Department during his off-duty hours shall receive time and one-half his regular rate of pay.

Section 5. Emergency Overtime Pay. Any officer 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 (4) 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 the time and one-half rate only for hours actually worked before the start of his shift.

Any officer who is called to work under the conditions set forth under this Section on a holiday recognized in the Holiday Article of this Agreement shall be paid at a rate of two (2) times his regular rate of pay for a minimum of 4 hours, except that if his regular scheduled shift starts within four (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. Upon request of the officer called in, the Watch Commander may release an officer when he is no longer needed to perform the duties for which he was called in. In that event the officer shall be paid the current overtime rate for the time actually worked. The calculation of time worked will start when the officer arrives at the police building or other site plus fifteen (15) minutes to compensate for travel and preparation time. The officer is required to complete outstanding reports.

Section 6. Regular Overtime - Work Beyond End of Shift. When an officer is required to work beyond the end of his regularly scheduled hours, with the approval of his duty supervisor, or when his supervisor deems it necessary and practical, such officer 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 officer perform a police function of arrest or provide necessary assistance to the Department or another officer while he is off duty, he shall be paid at time and one-half his regular rate of pay for a minimum of one-half (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 officer was working an off-duty assignment for an outside employer.

Section 8. Court Overtime. Any officer required to appear in court at a time outside his regularly scheduled hours, shall be paid at time and one-half his regular rate of pay for all hours spent in court as defined in this section, or a minimum of two (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 officer's responsibility to ascertain if he will be required to appear in court.

Officers 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 officer 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 officers 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. An officer 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 his regular wages by the City. Any compensation received by the officer for jury duty performed during scheduled duty hours received by the officer shall be signed over to the City, provided such release from jury duty is during their regularly scheduled work hours. Officers must report for duty whenever released from jury service. The hours spent on jury duty shall be applied toward the officer's next regular duty tour if within 8 hours of release from jury duty.

Section 10. Time Between Shifts. Each officer shall be given a minimum of eight (8) 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.

Section 11. Yearly Time Changes. An officer shall be paid at the overtime rate for the one (1) extra hour worked on the hour of the fall time change to Eastern Standard Time. The officer shall be charged with one (1) 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 officer of its decision within seven (7) working days of the denial or modification. The officer must comply with Department regulations concerning the documentation of the overtime scheduled.

Section 13. Exchange of Duty. With the approval of the shift supervisor and the appropriate Bureau Commander, officers shall be permitted to exchange duty days, and/or scheduled work periods of less than a duty day, provided as follows:

- A. The officer requesting the exchange and the officer agreeing to work for the requesting officer must be capable of performing the other officer's primary assigned duties. An officer that agrees to work for an officer requesting a duty exchange that will be the Watch Commander must be

capable of performing the duties of the Watch Commander and will assume those duties when the officer performs the duty exchange. Officers assigned as "Officer-In-Charge" may exchange duty days with other officers as long as the Watch Commander is scheduled to work on the duty exchange day or they exchange with another officer designated as an "Officer-In-Charge."

- B. That the exchange must be an exchange of one scheduled work period for another scheduled work period within the same twenty-eight (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 an officer from using accumulated time off on the date of the exchange if manpower permits and with the approval of that Watch Commander and appropriate Bureau Commander. 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. Officers working recognized holidays, in a duty exchange situation, shall receive the time and one-half holiday premium pay.
- C. Officers requesting an exchange/standby shall submit such request to the Watch Commander, 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. The request form must meet the approval of the two officers and any affected Watch Commander. The request shall then be forwarded to the Bureau Commander for approval. If the Watch Commanders have approved the exchange/standby, the Bureau Commander shall approve the request, except in cases where unusual circumstances exist, and/or failure to meet one or more of the requirements set forth in this Section. In the event that unusual circumstances exist, the Watch Commander shall have the authority to approve such requests in the absence of the Bureau Commander and will forward a copy of such requests for the appropriate Bureau Commander by the end of that shift.
- D. Once an officer agrees to standby for another officer, that officer providing the standby is responsible for reporting for duty at the agreed time, and performing all assigned duties of the officer for whom he is standing by, provided he is capable of performing those duties. If an officer who had agreed to stand by for another officer is unable to report for duty at that time due to illness, that amount of sick time will be deducted from the officer who agreed to furnish the standby.
- E. An officer requesting another officer to stand by for him may make other arrangements for repayment of this time to the officer, provided there is no exchange of accumulated holidays.

ARTICLE 15. WAGES.

Section 1. Hourly Wage Rates. The straight time hourly wage rate of an officer shall be increased 0% effective March 1, 2010; 0% effective March 1, 2011, and 3% effective March 1, 2012, **and 0% effective March 1, 2013.** These hourly wage rates will be as follows:

HOURLY WAGE RATES
EFFECTIVE ON:

STEP	COMPLETED MONTHS OF SERVICE	03/01/10	03/01/11	03/01/12	<u>03/01/13</u>
STEP 1 POLICE OFFICER	0-12 months	\$24.11	\$24.11	\$24.83	\$24.83
STEP 2 POLICE OFFICER	13-24 months	\$25.09	\$25.09	\$25.84	\$25.84
STEP 3 POLICE OFFICER	25-36 months	\$25.60	\$25.60	\$26.37	\$26.37
STEP 4 POLICE OFFICER	37-48 months	\$27.15	\$27.15	\$27.96	\$27.96
STEP 5 POLICE OFFICER	49-84 months	\$28.76	\$28.76	\$29.62	\$29.62
STEP 6 POLICE OFFICER	85-132 months	\$29.04	\$29.04	\$29.91	\$29.91
STEP 7 POLICE OFFICER	133-180 months	\$29.17	\$29.17	\$30.05	\$30.05
STEP 8 POLICE OFFICER	181-228 months	\$29.53	\$29.53	\$30.42	\$30.42
STEP 9 POLICE OFFICER	229-276 months	\$29.76	\$29.76	\$30.65	\$30.65
STEP 10 POLICE OFFICER	>276 months	\$29.98	\$29.98	\$30.88	\$30.88

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. Newly Hired/Lateral Entry. Newly hired officers shall be paid at step 1 in the wage schedule until twelve (12) months of satisfactory service is completed. The City may start a newly hired officer at a higher step not to exceed Step 5, based on the officer's prior service and experience with another law enforcement agency. A newly hired officer who is started at a higher step as a lateral entry shall remain at that step until his months of service entitle him to move to the next step as provided in this Article.

Section 3. Evaluations. Step raises will be given as provided by applicable City Ordinance or personnel regulations. Each officer's performance will be rated by his supervisor prior to the anniversary date. An officer hired after 3/01/04 must receive a rating of satisfactory or better to receive an increase to steps 2 - 5 (48 months). These ratings also shall be considered for placing probationary officers into permanent status and for lateral assignments.

It is recognized that satisfactory performance is a requirement. An employee 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 officer. The officer is required to sign it as evidence of the fact that it has been reviewed. The signature does not necessarily mean that the officer is satisfied with the rating. The officer shall receive a copy of the rating form upon request.

Section 4. Master Police Officer Rating. The Master Police Officer (MPO) program is a voluntary program under which officers can qualify for increased pay by completing the training requirements described in this Section. To be eligible for MPO pay, an officer must: (1) complete sixty (60) months of continuous service as a City of Piqua police officer; (2) complete the training requirements described below; and (3) file the necessary documentation with the Chief of Police demonstrating completion of the training requirements.

An officer will receive MPO pay equal to one percent (1%) of his base rate upon completing one of the four specialty areas listed below. An officer may complete additional specialty areas to receive additional MPO pay, up to a maximum equal to three percent (3%) of his base rate.

Master Police Officer Program Areas:

Evidence Technician & Criminal Investigator - This specialty area requires a minimum of 160 external training course hours. A required core course in this specialty area is the 80 hour Evidence Technician Basic School offered at the Miami Valley Regional Crime Laboratory, or an equivalent course as determined by the Chief of Police or his designee. In addition, any course approved by the Chief of Police which will assist an officer in conducting criminal investigations may qualify under this category.

Traffic Crash Investigator - This specialty area requires a minimum of 160 external training course hours. Required core courses include the 40 hour Basic Crash Investigation Course and the 80 hour Technical Crash Investigation Course offered at the Ohio State Highway Patrol Academy, or equivalent courses as determined by the Chief of Police or his designee. Additional courses which assist an officer in conducting traffic investigations will qualify under this category as approved by the Chief of Police.

Police Supervisor - This specialty area requires a minimum of 160 external training course hours. A required core course is the 40 hour First Line Supervision Course, or an equivalent course as determined by the Chief of Police or his designee. Additional courses which assist an officer in supervision or administration will qualify under this category as approved by the Chief of Police.

Police Instructor - This specialty area requires a minimum of 160 external training course hours. There are no required core courses. Applicable courses include Police Instructional Skills, D.A.R.E., G.R.E.A.T., Crime Prevention and other instruction-related courses as approved by the Chief of Police.

All courses not specifically identified above as a core course must be approved in advance for MPO credit by the Chief of Police. No course will be approved for credit in more than one of the four specialty areas described above.

Once an officer qualifies for MPO pay, no further external training courses will be required to maintain that pay. However, the officer must complete any internal in-service training requirements specified by the Chief of Police. Should an officer voluntarily request to be relieved of the duties of any particular specialty area, the MPO pay for that specialty area will no longer apply.

The MPO rating shall not be used in base and/or step wage rate calculations, but shall be in addition to the applicable base or step wage rate. Officers who are appointed as acting lieutenants are not eligible to receive MPO rating payments for the period of their appointment as acting lieutenants.

Section 5. Educational Incentive Pay. To encourage educational attainment, officers who have completed 60 months of service with the Department shall be eligible to receive educational incentive pay of two percent (2%) when an associates degree is awarded and three percent (3%) when a bachelors degree is awarded.

Quarter credit hours or semester credit hours shall be earned from an accredited institution of higher learning as approved by the Chief of Police and the credit hours shall be in pursuit of a degree in Police Science, Police Administration, Criminal Justice, Law Enforcement, Criminology, Public Administration, Business Administration, Behavioral Science, or any other major related to the officer's job duties as determined by the Chief of Police. Officers with degrees in non-qualifying fields of study may qualify for Educational Incentive Pay if they have completed the minimum qualifications of at least one of the specialty fields as listed in Article 15, Section 4 for the MPO Program.

Except for holders of Associate Degrees and Bachelor's Degrees, officers are eligible for the Educational Incentive Pay only while actively in pursuit of educational achievement. The passage of two successive quarters or one semester in which the officer is not enrolled in an institution of higher learning shall render a police officer ineligible for further payment of Educational Incentive Pay. A police officer declared ineligible for Educational Incentive Pay may be reinstated in the Plan by completion of a new quarter or semester in an approved institution of higher learning.

Associate and Bachelor degree holders shall be eligible for continuing payment of Educational Incentive Pay at the level provided above without further continuing education requirements or external in-service training requirements.

An officer must receive not less than a 2.0 or "C" on a 4.0 grading scale or a "Pass" in a "Pass/Fail" type course for all credits submitted for approval.

It is the responsibility of the officer seeking the Educational Incentive Pay to submit to the Chief of Police a certified transcript of credits from the institution the officer is attending or has attended for credit. A new transcript shall be provided each time the officer seeks a higher level of payment in the program.

Officers electing to receive Educational Incentive Pay are not eligible for MPO pay except officers who have a 2% incentive pay rate for the award of an Associates Degree may also qualify for an additional 1% in MPO pay upon completing one of the MPO specialty areas. Officers who have earned semester credit hours in law enforcement or criminal justice courses, and who become ineligible for Educational Incentive Pay due to a lack of continued progress toward a degree, may apply for conversion of those hours to external in-service training course hours for purposes of a MPO specialty area at a rate of 10 hours of external in-service training course hours for each one semester credit hours. The requesting officer must submit any documentation required by the Chief of Police for approval of such credit conversion. Following such a conversion, Educational Incentive Pay will be available only upon an officer being awarded an Associate's Degree or a Bachelor's Degree.

The Educational Incentive Pay rating shall not be used in base and/or step wage rate calculations, but shall be in addition to the applicable base or step wage rate. Officers who are appointed as acting lieutenants are not eligible to receive Educational Incentive Pay rating payments for the period of their appointment as acting lieutenants.

Section 6. Work in Higher Rank. When an officer is required to perform the duties of the next higher rank for at least one hour as a result of the absence of the officer of the next higher rank, the officer appointed by the Chief of Police as the "Officer-In-Charge" will receive a pay rate differential equal to seven percent (7%) above his present police officer base pay rate, for all such hours actually worked in the capacity of the next higher rank, up to and including three consecutive workdays. If the "Officer -In-Charge" works four (4) or more consecutive full duty days (not counting regularly scheduled days off), the officer shall receive a pay rate differential equal to nine percent (9%) above his present police officer base pay rate, for the consecutive workdays beyond the first three. That officer shall be responsible to perform all those duties associated with those of the "Officer-In-Charge."

If an officer is assigned and works in the next higher rank (Lieutenant) for at least five (5) consecutive full duty days (not counting regularly scheduled days

off), the officer shall be entitled to receive the lowest base rate of pay for Lieutenant for hours actually worked in that capacity. The selection of the officer to be placed in the next higher rank will be made by the Chief of Police. The officer must satisfactorily perform all the duties and requirements of the next higher rank. Unsatisfactory performance will be noted and may be grounds for non-appointment at the next opportunity. This assignment will not be applied retroactively.

Section 7. Work as a Field Training Officer (FTO). When an officer is required to perform the duties of the departmental "Field Training Officer" for at least one hour, that officer will receive a pay rate differential equal to three and one-half percent (3.5%) above his present base pay rate, for all such actual work hours worked in this capacity. Such designated "Field Training Officer" shall be responsible to perform all those duties associated with those of "Field Training Officer" as promulgated by the Chief of Police. All departmental "Field Training Officers" shall be appointed by the Chief of Police and serve in such capacity at the sole discretion of the Chief of Police. An officer shall not receive both work-in-higher-rank pay and FTO pay for the same hours worked, but shall receive whichever premium pay is greater.

Section 8. Standby Pay. When an officer is placed on standby duty and has been requested to make himself available for call-in, he shall receive half-pay based upon his regular hourly rate of pay with a minimum standby duty of one working day. Standby duty and pay must be authorized by the Chief of Police.

Section 9. 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. Fraternal Order of Police Lodge 58.
- 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 officer's authorization may be revoked at any time.

ARTICLE 16. 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 officers assigned to patrol shall be given their choice of either eight (8) hours straight time pay or eight (8) hours accumulated time off for each of designated holidays specified in this Article. Officers working assignments other than patrol will be scheduled off on all holidays recognized in this Article, unless with the prior approval of the Chief of Police exigent circumstances exist that require the officer to work on that holiday. In such instance, Sections 2 and 4 of this Article apply.

Officers hired prior to March 1, 2010 may accumulate a maximum of one hundred twenty (120) hours of holiday and may elect to convert to cash a maximum of eighty (80) holiday hours earned and accumulated on or about November 15th of each year.

Officers hired after March 1, 2010 may accumulate a maximum of eighty (80) hours of holiday. There shall be no conversion of any holiday time to cash.

Section 3. Holiday Time Off and Overtime. The City and the Union acknowledge that given the nature of police work, some officers must work on holidays. They also acknowledge the desirability of permitting officers 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 officers 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 officers 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 officers required to work the holiday by reverse order of seniority among the officers 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. Officers 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 officers 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 an officer 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 officer receives less than 60 days notice in advance of said holiday.

Section 5. Holiday Work - Leaving Early. Officers 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. An officer shall be given forty-eight (48) hours of personal leave annually on May 1st of each year. The personal leave hour(s) may be used at the officer'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 twenty-eight (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. All personal leave must be used by the following May 1st, unless prior approval is granted by the City Manager to extend the date. An officer hired before March 1, 2010 may convert up to a maximum of 24 hours of personal leave each calendar year to pay during the month of April. Personal leave hours converted to cash is personal leave that was earned in prior years.

ARTICLE 17. VACATIONS.

Section 1. Eligibility. Officers who have been continuously employed for one or more years shall be eligible for vacation according to the following schedule:

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
After 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.

An officer who is entitled to a vacation of 80 or more hours may convert 40 hours per calendar year to pay. Vacation hours converted to cash is vacation leave that was earned in prior years.

Each officer who has accumulated four hundred eighty (480) hours sick leave may convert forty (40) sick hours to forty (40) vacation hours for time off and/or pay. In no case shall more than forty (40) hours be converted in each year and no officer shall receive more than two hundred forty (240) hours vacation in any year. Sick leave hours converted to cash is sick leave that was earned in prior years. Requests for conversion of vacation and sick leave to cash must be made prior to November 30th.

Each officer 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 an officer. A vacation scheduling seniority sign-up roster for the next calendar year will be posted by December 15 for each watch and section. Officers will be given until January 31 to select vacation weeks. In order to treat all officers fairly, no more than three full weeks of vacation may be selected by an individual officer during the sign-up period for the annual seniority vacation scheduling or for the period June 1st through September 1st. If more officers 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 an officer 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 officers.

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. Such requests shall not normally be granted after the final schedule for the next twenty-eight (28) days is issued, but this may be waived on a case-by-case basis by the Chief or his designee. Requests to use accumulated vacation, holiday and/or personal leave hours for less than a full shift may be granted on a case-by-case basis by the Watch Commander, provided that the officer (or alternate secured by the officer) must remain reachable and available for call back to that

shift if necessary to avoid an overtime call in. This shall not entitle the officer to standby pay or call in pay.

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 officer will be entitled to premium pay (one and one-half rate) for those hours actually worked.

ARTICLE 18. SICK LEAVE

Section 1. Sick Leave Credit

All officers shall earn sick leave credit on the basis of ten (10) hours for each month of service. Unused sick leave shall be cumulative up to and including 1440 hours for retirement, death benefits, and termination of employment as provided for in the Severance Article of this agreement. 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 officer's absence, for illness, birth, injury, treatment of illness or injury, exposure to contagious disease to the officer's spouse, sons and daughters, parents (natural, step, or in-law), and other relatives living in the officer's household.

Section 3. Sick Leave Donation

An employee may voluntarily donate from eight (8) up to forty (40) hours of his/her sick leave to an employee who has exhausted his/her paid leave, personal days and vacation hours and continues to qualify for paid sick leave. A donation of sick leave will be deducted from the donating employee's accumulated sick leave hours, but will not be counted as an absence.

ARTICLE 19. INJURY LEAVE.

If an officer 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 officer 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 officer 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 (6) month period thereafter so long as the condition persists.

The City may require such officer to perform any duties within the limitation of such injury or illness during the period of any injury or illness. The officer will be assigned to work the hours and days that the Chief of Police deems appropriate for the duties assigned.

ARTICLE 20. FUNERAL LEAVE

Section 1. Funeral Leave

All officers 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 an officer'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 officer'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 officers 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 an officer'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 officer 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 21. UNIFORMS AND EQUIPMENT.

Section 1. Initial Issue of Uniforms and Equipment. The City shall provide at the minimum each newly hired police officer with the following uniforms and equipment as initial issue upon hire. The Chief of Police may determine other necessary uniform, clothing, and equipment items, which shall be issued as the new officer's initial uniform issuance at discretion of the Chief, under the authority of the Chief in Article 20, Section 2 to set and prescribe the uniform, equipment, and attire of the Department. Unless specifically noted, all items may be new or used if serviceable.

Uniform Items

1. 4 Trousers
2. 4 Long Sleeve Shirts
3. 4 Short Sleeve Shirts
4. 1 Car Duty Jacket
5. 1 Light Duty Jacket
6. 1 Rain Coat w/Cap Cover
7. 1 Trouser Belt
8. 2 pr. shoes and/or boots*
9. 1 pr. winter gloves
10. 1 Fur Winter Hat
11. 2 Uniform Hats
12. 2 ties
13. 1 Off-Duty Holster
14. 1 Hat Badge
15. 2 Large Badges (Coat & Shirt)
16. 1 Off-Duty Badge
17. 1 Tie Clasp
18. 2 Nameplates
19. 1 Whistle/Chain

*Must Be New Item

**Capable of resisting the Department issued ammunition

Equipment Items

1. 1 Set of Leather Goods
2. 1 Pair of Handcuffs
3. 1 Brief Case
4. 1 Flashlight
5. 1 Riot Helmet
6. 1 Bullet Resistant Vest (*)(**)
7. 1 Radio Case
8. 1 Clipboard
9. 1 Service Handgun
10. 1 Baton
11. 1 Gas Mask

Section 2. Officers Uniform, Clothing and Equipment Allowance. On January 1st of each year, all officers shall be given a \$550 clothing allowance. All officers 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 an officer's clothing allowance will be carried over to the next calendar year in addition to the authorized uniform allowance of that next calendar year, not to exceed a maximum balance of \$900. Balances held as of the date of execution of this Agreement will not be forfeited and will be available for use. The City will provide the Union a report showing each officer's uniform balance on a semi-annual basis. The annual \$550 clothing allowance will be used for purchases before any balance carried over pursuant to this section shall be used.

The annual uniform allowance of \$550 commences at the completion of 12 months of service for sworn police officers and will be pro rated between the period of the officer's completion of 12 months of service and the next January 1st.

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 officer'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), or twenty-five (25) total years of service that qualify for retirement as determined by the Ohio Police & Firemen's Pension Fund, the City shall offer to sell the retiring officer, 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 officer, the duty service weapon issued to him, for the lower of trade-in or wholesale value. The officer 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 22. EDUCATIONAL BENEFITS.

Section 1. Education Benefits. The City seeks the benefits that derive from a highly educated police force. The City will pay for all tuition, books, and any other related expenses for college level courses applicable to one associates 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 officer in any one calendar year. The course of instruction or class is subject to approval by the Chief and the officer must obtain a passing grade. To be eligible for reimbursement, the degree must be earned while employed with the City of Piqua Police Department.

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 in any one calendar year. The course of instruction or class is subject to approval by the Chief and the officer must obtain a minimum of a "C" or better as defined by the specific educational institution's standards or 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 an officer 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 officer 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 officers 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 an officer who does not attend or pass the approved course or class, the Chief may apply that amount to another officer attending an approved course or class, up to the specified per officer maximum amount. The

officer shall provide a written memo to the Police Chief no later than June 30th 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 officer.

Section 2. Reimbursement of Benefits. The officer must remain with the Piqua Police Department for three (3) years from the date of the completion of the course. Should the officer 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 officer 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 an officer's obligation to reimburse the City as part of an agreement between the Union and the City to accept an officer's resignation in place of disciplinary action.

ARTICLE 23. 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 officers covered by this Agreement, consistent with the operational needs of the Department and the training needs of individual officers.

Section 2. Intra-Departmental, In-Service Training and Department Meetings

Any sworn officer required to attend a training session or departmental meeting after required work hours will receive the regular overtime rate of pay. Any officer 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 an officer is scheduled for training at an outside police academy or seminar, the work schedule of the officer may be adjusted in advance of the training to reflect reasonable travel time to and from the training site. The officer'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 officer for that training seminar, the officer will be compensated with regular overtime for those hours in excess of the scheduled hours. Officers will be allowed one compensated round trip per scheduled class week.

In the event the officer is required by the instructor to complete a project or assignment outside the classroom or the actual classroom hours exceed the hours scheduled, the officer 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 appropriate Bureau Commander.

The provisions of this Section are not applicable to probationary officers in basic police training.

ARTICLE 24. MILEAGE EXPENSES - PRIVATE VEHICLES

All sworn police officers 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 officer with a vehicle for City business whenever available.

ARTICLE 25. SEVERANCE.

An officer 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, holiday or personal time off up to the maximum accumulation limit. The officer 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 of service with the Piqua police department = 1 for 3
- 16 - 25 years of service with the Piqua police department = 1 for 2
- over 25 years of qualified law enforcement service = 1 for 1

Years of qualified law enforcement service means that no more than five (5) years may have been with another law enforcement agency and those other years of experience outside of Piqua Police Department are recognized by either the PERSLE or the State of Ohio Police & Fire Pension Fund as qualified service.

If the officer 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 and all accumulated vacation time at the time of his death or retirement. An officer may designate a beneficiary on a form and in the manner prescribed by the City. The determination to make payments either in a lump sum or on a weekly basis, but at no lesser rate of pay than the officer's weekly rate of pay, will be at the option of the Director of Finance with due regard to the financial status of the City and the immediate needs of the surviving family.

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 officer 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 26. 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 1/12th 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 2010, ~~and 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 2012 and 2013 plan years, the City will fund 75% of employee HSA and HRA accounts (\$1,500 for individual coverage and \$3,000 for family coverage).** 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.

An employee may be reimbursed up to a maximum of \$400 for a family plan and \$200 for a single plan each calendar year. The employee and not the family member must participate in the below activities to be eligible for the reimbursement.

Such reimbursement shall be based on participation in self-selected programs established by United Health Care for eligibility for the Bend the Trend Program, or similar program by the health insurance carrier.

Upon completion of an eligible program, the employee shall submit the required form and information to the Human Resources Director who will submit the request for reimbursement. All reimbursement checks will go to the employee's HSA account and not directly to the employee.

Eligible Activity	Amount Reimbursed	Special Conditions
Biometric Screening Event	\$200	Eligible for reimbursement once each calendar year.
Health Risk Assessment	\$50	Eligible for reimbursement once each calendar year.
Wellness Coaching	\$50	Wellness Coaching is as indicated by the Health Risk Assessment. Eligible for reimbursement once each calendar year.
Registering on myuhc.com	\$50	Eligible for reimbursement once each calendar year.
Flu Shot	\$50	Must be received at the City. Eligible for reimbursement once each calendar year.
Exercise	\$50	90 minutes of physical activity per week for each 8 week period completed. Forms must be completed and turned in to Human Resources. The forms are available at HR
BP of less than 130/80 Cholesterol of less	\$100	To qualify for reimbursement, the employee must meet two of the three categories.

than 200 mg		
BMI of less than 25		
Prescription Medications	\$100	Employee must switch from brand medication to generic. Must begin only in January and continue for the calendar year. Eligible for each prescription changed.
Prescription Medications	\$50	Employee must switch from brand medication to generic. Must be for a consecutive six month period. Eligible for each prescription changed.

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 2010, 2011, and 2012 and 2013 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.

(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 (2010, 2011, and 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 officer'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 27. 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. Accrual of Seniority

Seniority shall be computed on the basis of uninterrupted length of continuous service with the City as a sworn officer.

A. No Break in Service

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. Break in Service

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 28. LAYOFF AND RECALL

Section 1. Layoff

Whenever there is a reduction in the number of officers due to lack of funds, lack of work, or other legitimate reasons, the City Manager shall determine the number to be laid off. Officers 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 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.

Section 2. Recall

When there is a recall, those who have been laid off shall, for a period of time not to exceed thirty-six (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 officers shall be hired until all laid off officers who are eligible for recall have been given the opportunity to return to work.

Section 3. Notice of Recall

Notice of recall shall be sent by certified mail, return receipt requested, to the last mailing address provided in writing by the officer. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the last mailing address provided by the employee. The recalled officer shall have ten (10) 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 (14) 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 or unless another date is mutually agreed to between the Employer and the employee. An Employee who refuses recall or does not report to work as specified in this section shall be considered to have resigned his position.

ARTICLE 29. UNION BUSINESS

Section 1. Union Representatives

The Union is authorized to select one (1) associate and two (2) 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 associate 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 five (5) police officers shall be included on the Union's negotiation team. The associate and the two alternates 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.

An associate or alternate shall be compensated at the officer's regular rate for scheduled duty hours during which the officer attends meetings at the specified steps of the grievance procedure with representatives of the City. This does not include attendance at any arbitration.

The associate 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 associate 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 associate 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 the annual state FOP/OLC conference or FOP/OLC training seminars. All expenses shall be the responsibility of the officer attending the conference or seminar.

Section 2. Bulletin Board

The City shall furnish one (1) cork (or other suitable material) bulletin board, at least three feet by five feet (3x5'), in the briefing room of the Police Department for the exclusive use of the officers of the FOP/OLC 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.

Section 3. Ballot Boxes

The Union shall be permitted, with prior notification to the Chief of Police or his designee, to place a ballot box at the Police Department in an area not accessible to the public, for the purpose of collecting members' ballots on all Union issues subjected to ballots. Such boxes shall be the property of Union and

shall be removed as soon as practicable after the Union vote has been concluded.

Section 4. Union Meetings

The Union shall be permitted, upon prior notification to the Employer or his designee, to hold meetings for Union members on City and/or Police Department facilities, subject to availability. The request for meeting space shall be in writing and shall be delivered to the appropriate official at least forty-eight (48) hours prior to the time of the meeting, and shall state the date and time of the meeting.

Section 5. Non-employee Representative

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 and/or 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.

Section 6. Contract Copies

The Union shall provide a copy of this Agreement to all bargaining unit members of the Police Department no later than thirty (30) calendar days after the Agreement has been filed with SERB.

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 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 by the City at the City's expense; a third opinion may also be required if needed to resolve a dispute between the first and second opinions. The cost of a third opinion shall be shared equally between the City and the employees. If a third opinion is needed, the doctor will be chosen by mutual agreement between the City and the employee.

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. Meetings to be Held In the interest of sound labor-management 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. Agenda to be Furnished An agenda will be furnished by the party requesting the meeting at least five (5) working days before the scheduled meeting along with the names of the Union representatives who will be attending. Labor/Management meetings shall not be negotiation sessions to alter or amend the basic agreement.

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. Attendance at the Meetings 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.

ARTICLE 32: TERM OF AGREEMENT

Section 1. Effective Dates

The Agreement shall become effective on March 1, ~~2010~~² and shall remain in full force and effect until 11:59 p.m., February 28, ~~2013~~⁴. 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 either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to, nor later than ninety (90) calendar days prior to, the expiration date of this Agreement. Such notice shall be by certified mail. Negotiations between the parties for a successor agreement shall commence no later than thirty (30) days from the date of the mailing of the notice to negotiate. Both parties shall negotiate in good faith in an earnest effort to complete negotiations and fully conclude a new agreement forty-five (45) days before the termination date.

Signed at Piqua, Ohio this day _____ of _____, 2010²

CITY OF PIQUA, OHIO

FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL, INC.

BY: _____
Gary A. Huff, ICMA-CM City Manager

BY: _____
Andrea H. Johan, Staff Representative

BY: _____
Stacy M. Wall, Law Director

BY: _____
Rick Beasley, Bargaining Unit Member

BY: _____
Elaine G. Barton, HR Director

BY: _____
Richard Byron, Bargaining Unit Member

BY: _____
Cynthia A. Holtzapple, ACM/Finance Director

BY: _____
Bruce A. Jamison, Chief of Police

City of Piqua Police Department

SCHEDULE D

POLICE OFFICERS - FOP/OLC BARGAINING UNIT

EFFECTIVE

MARCH 1, 2010

HOURLY PAY RATE	MONTHS SERVICE COMPLETED	CLASS CODE	PAY RATE	CLASS CODE	MPO 1.00%	CLASS CODE	MPO 1.50%	CLASS CODE	MPO 2.00%	CLASS CODE	MPO 2.50%	CLASS CODE	MPO 3.00%
STEP 1*	0	605.010	\$24.11	605.011	N/A	605.012	N/A	605.013	N/A	605.014	N/A	605.015	N/A
STEP 2*	12	605.020	\$25.09	605.021	N/A	605.022	N/A	605.023	N/A	605.024	N/A	605.025	N/A
STEP 3*	24	605.030	\$25.60	605.031	N/A	605.032	N/A	605.033	N/A	605.034	N/A	605.035	N/A
STEP 4*	36	605.040	\$27.15	605.041	N/A	605.042	N/A	605.043	N/A	605.044	N/A	605.045	N/A
STEP 5*	48	605.050	\$28.76	605.051	\$29.05	605.052	\$29.19	605.053	\$29.34	605.054	\$29.48	605.055	\$29.62
STEP 6*	84	605.060	\$29.04	605.061	\$29.33	605.062	\$29.48	605.063	\$29.62	605.064	\$29.77	605.065	\$29.91
STEP 7*	132	605.070	\$29.17	605.071	\$29.46	605.072	\$29.61	605.073	\$29.75	605.074	\$29.90	605.075	\$30.05
STEP 8*	180	605.080	\$29.53	605.081	\$29.83	605.082	\$29.97	605.083	\$30.12	605.084	\$30.27	605.085	\$30.42
STEP 9*	228	605.090	\$29.76	605.091	\$30.06	605.092	\$30.21	605.093	\$30.36	605.094	\$30.50	605.095	\$30.65
STEP 10*	>276	605.100	\$29.98	605.101	\$30.28	605.102	\$30.43	605.103	\$30.58	605.104	\$30.73	605.105	\$30.88

City of Piqua Police Department

SCHEDULE D

POLICE OFFICERS - FOP/OLC BARGAINING UNIT

EFFECTIVE

MARCH 1, 2011

HOURLY PAY RATE	MONTHS SERVICE COMPLETED	CLASS CODE	PAY RATE	CLASS CODE	MPO 1.00%	CLASS CODE	MPO 1.50%	CLASS CODE	MPO 2.00%	CLASS CODE	MPO 2.50%	CLASS CODE	MPO 3.00%
STEP 1*	0	605.010	\$24.11	605.011	N/A	605.012	N/A	605.013	N/A	605.014	N/A	605.015	N/A
STEP 2*	12	605.020	\$25.09	605.021	N/A	605.022	N/A	605.023	N/A	605.024	N/A	605.025	N/A
STEP 3*	24	605.030	\$25.60	605.031	N/A	605.032	N/A	605.033	N/A	605.034	N/A	605.035	N/A
STEP 4*	36	605.040	\$27.15	605.041	N/A	605.042	N/A	605.043	N/A	605.044	N/A	605.045	N/A
STEP 5*	48	605.050	\$28.76	605.051	\$29.05	605.052	\$29.19	605.053	\$29.34	605.054	\$29.48	605.055	\$29.62
STEP 6*	84	605.060	\$29.04	605.061	\$29.33	605.062	\$29.48	605.063	\$29.62	605.064	\$29.77	605.065	\$29.91
STEP 7*	132	605.070	\$29.17	605.071	\$29.46	605.072	\$29.61	605.073	\$29.75	605.074	\$29.90	605.075	\$30.05
STEP 8*	180	605.080	\$29.53	605.081	\$29.83	605.082	\$29.97	605.083	\$30.12	605.084	\$30.27	605.085	\$30.42
STEP 9*	228	605.090	\$29.76	605.091	\$30.06	605.092	\$30.21	605.093	\$30.36	605.094	\$30.50	605.095	\$30.65
STEP 10*	>276	605.100	\$29.98	605.101	\$30.28	605.102	\$30.43	605.103	\$30.58	605.104	\$30.73	605.105	\$30.88

City of Piqua Police Department

SCHEDULE D

POLICE OFFICERS - FOP/OLC BARGAINING UNIT

EFFECTIVE

MARCH 1, 2012

HOURLY PAY RATE	MONTHS SERVICE COMPLETED	CLASS CODE	PAY RATE	CLASS CODE	MPO										
STEP 1*	0	605.010	\$24.83	605.011	N/A	605.012	N/A	605.013	N/A	605.014	N/A	605.015	N/A	605.015	N/A
STEP 2*	12	605.020	\$25.84	605.021	N/A	605.022	N/A	605.023	N/A	605.024	N/A	605.025	N/A	605.025	N/A
STEP 3*	24	605.030	\$26.37	605.031	N/A	605.032	N/A	605.033	N/A	605.034	N/A	605.035	N/A	605.035	N/A
STEP 4*	36	605.040	\$27.96	605.041	N/A	605.042	N/A	605.043	N/A	605.044	N/A	605.045	N/A	605.045	N/A
STEP 5*	48	605.050	\$29.62	605.051	\$29.92	605.052	\$30.06	605.053	\$30.21	605.054	\$30.36	605.055	\$30.51	605.055	\$30.51
STEP 6*	84	605.060	\$29.91	605.061	\$30.21	605.062	\$30.36	605.063	\$30.51	605.064	\$30.66	605.065	\$30.81	605.065	\$30.81
STEP 7*	132	605.070	\$30.05	605.071	\$30.35	605.072	\$30.50	605.073	\$30.65	605.074	\$30.80	605.075	\$30.95	605.075	\$30.95
STEP 8*	180	605.080	\$30.42	605.081	\$30.72	605.082	\$30.88	605.083	\$31.03	605.084	\$31.18	605.085	\$31.33	605.085	\$31.33
STEP 9*	228	605.090	\$30.65	605.091	\$30.96	605.092	\$31.11	605.093	\$31.26	605.094	\$31.42	605.095	\$31.57	605.095	\$31.57
STEP 10*	>276	605.100	\$30.88	605.101	\$31.19	605.102	\$31.34	605.103	\$31.50	605.104	\$31.65	605.105	\$31.81	605.105	\$31.81

City of Piqua Police Department

SCHEDULE D

POLICE OFFICERS - FOP/OLC BARGAINING UNIT

EFFECTIVE

MARCH 1, 2013

POLICE OFFICER STEPS 1-10	MONTHS SERVICE COMPLETED	CLASS CODE	PAY RATE	CLASS CODE	MPO 1.00%	CLASS CODE	MPO 1.50%	CLASS CODE	MPO 2.00%	CLASS CODE	MPO 2.50%	CLASS CODE	MPO 3.00%
STEP 1*	0	605.010	\$24.83	605.011	N/A	605.012	N/A	605.013	N/A	605.014	N/A	605.015	N/A
STEP 2*	12	605.020	\$25.84	605.021	N/A	605.022	N/A	605.023	N/A	605.024	N/A	605.025	N/A
STEP 3*	24	605.030	\$26.37	605.031	N/A	605.032	N/A	605.033	N/A	605.034	N/A	605.035	N/A
STEP 4*	36	605.040	\$27.96	605.041	N/A	605.042	N/A	605.043	N/A	605.044	N/A	605.045	N/A
STEP 5*	48	605.050	\$29.62	605.051	\$29.92	605.052	\$30.06	605.053	\$30.21	605.054	\$30.36	605.055	\$30.51
STEP 6*	84	605.060	\$29.91	605.061	\$30.21	605.062	\$30.36	605.063	\$30.51	605.064	\$30.66	605.065	\$30.81
STEP 7*	132	605.070	\$30.05	605.071	\$30.35	605.072	\$30.50	605.073	\$30.65	605.074	\$30.80	605.075	\$30.95
STEP 8*	180	605.080	\$30.42	605.081	\$30.72	605.082	\$30.88	605.083	\$31.03	605.084	\$31.18	605.085	\$31.33
STEP 9*	228	605.090	\$30.65	605.091	\$30.96	605.092	\$31.11	605.093	\$31.26	605.094	\$31.42	605.095	\$31.57
STEP 10*	>276	605.100	\$30.88	605.101	\$31.19	605.102	\$31.34	605.103	\$31.50	605.104	\$31.65	605.105	\$31.81

RESOLUTION NO. R-19-12

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH LOCAL UNION 252, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO-CLC (FIREFIGHTERS)

WHEREAS, the City of Piqua and the Local Union 252, International Association of Firefighters, AFL-CIO-CLC (IAFF) entered into a collective bargaining agreement effective January 1, 2011 through December 31, 2013 for the firefighters and authorized by Resolution R-153-10; and

WHEREAS, the City requested concessions from the IAFF with regards to wages and health insurance for 2012 due to the unhealthy General Fund; and

WHEREAS, the City desires and strives to lower its health insurance premium by participating in the Bend the Trend Program; and

WHEREAS, the IAFF agreed to concessions on health insurance allowing the City to continue its goal of working towards lower health insurance premiums while engaging the employees to make healthier choices and actively participate in healthier activities; and

WHEREAS, the IAFF had a reopener in the third year of its collective bargaining agreement for health insurance and the parties agreed that the health insurance benefits are to remain the same as the 2012 benefits for the third year and thereby not needing negotiations.

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:

SECTION 1. The City Commission authorizes the City Manager to execute an amendment to the 2011-2013 collective bargaining agreement to amend the health insurance contribution by the City for 2012 and to agree to the terms of health insurance on the reopener for 2013, with the Local Union 252, International Association of Firefighters, AFL-CIO-CLC (IAFF) for the firefighters and for the terms as substantially attached hereto.

SECTION 2. The Law Director shall send a certified copy of this Resolution to the State Employment Relations Board to notify SERB of an agreed upon collective bargaining agreement.

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CITY COMMISSION CLERK



Commission Agenda Staff Report

MEETING DATE	February 21, 2012			
REPORT TITLE <small>(Should match resolution/ordinance title)</small>	A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH LOCAL UNION 252, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO-CLC (FIREFIGHTERS)			
SUBMITTED BY	Name & Title: Stacy Wall, Law Director Department: Law			
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Regular
ORDINANCE/RESOLUTION	<input type="checkbox"/> 1 st Reading	<input type="checkbox"/> 2 nd Reading	<input type="checkbox"/> 3 rd Reading	
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance	
	<input type="checkbox"/> Asst. City Manager/Development		<input checked="" type="checkbox"/> Law Director	
	<input type="checkbox"/> Department Director		<input type="checkbox"/> Other:	
BACKGROUND <small>(Includes description, background, and justification)</small>	<p>The City and the IAFF entered into a collective bargaining agreement effective 1.1.11 through 12.31.13. The City in an effort to save the health of the General Fund requested that the Union give concessions on wages and health insurance. The City participates in a wellness plan through the health insurance company that requires the City to meet certain benchmarks including a minimum funding level to encourage wellness participation and choices by the employee. Therefore the Union was asked to agree to a 75% funding level rather than the current 85% funding level of the HSA/HRA accounts, which is also what all non-union and three other bargaining units currently receive. The 75% funding level allows the City to meet one its benchmarks which will also contribute to a lower premium renewal rate. The Union will be permitted to participate in an employee reimbursement plan to be able to earn the difference between the 85% funding level and the 75% funding level with the monies would be reimbursed to the employee's HSA/HRA account. An employee can be reimbursed up to \$400 for a family plan and \$200 for an individual plan. The employee will submit documentation approved by the HR Department prior to reimbursement. Additionally, the Union offered to extend the contract for one year providing for a second year of 75% funding rather than at the higher rate. This proposal puts every City employee on the same funding level.</p>			

BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	
	Expenditure \$:	If an employee does not participate in the reimbursement plan, the City will pay less in HSA/HRA funding than what is budgeted for 2012. There is no increased funding over the proposed two year period.
	Source of Funds:	
	Narrative:	
OPTIONS (Include Deny/Approval Option)	1.	Approve the Resolution
	2.	Reject the Resolution
	3.	
	4.	
PROJECT TIMELINE		
STAFF RECOMMENDATION	Staff recommends the Resolution be adopted. The parties are currently in a binding collective bargaining agreement and the Resolution is a result of requesting concessions. If the Resolution is not approved, the City will pay a higher level of funding at 85% to the HSA/HRA accounts and will not have received a 0% wage increase for 2013. The parties would then begin negotiations for the 2013 collective bargaining agreement. The Resolution also approves the 2013 HSA/HRA funding at 75% rather than having to negotiate the rate starting with 85% as the bar.	
ATTACHMENTS	Collective Bargaining Agreement Effective 1.1.11 through 12.31.13	

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

AFL-CIO-CLC

1/1/2011 – 12/31/2013

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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. 1st, 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 50th 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 1/12th 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 **2012 and 2013** plan year, ~~health insurance shall be subject to a reopener~~ **the City will fund 75% of employee HSA and HRA accounts (\$1,500 for individual coverage and \$3,400 for family coverage).** 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.

An employee may be reimbursed up to a maximum of \$400 if on a family plan and \$200 for a single plan each calendar year. The employee and not the family member must participate in the below activities to be eligible for the reimbursement.

Such reimbursement shall be based on participation in self-selected programs established by United Health Care for eligibility for the Bend the Trend Program, or similar program by the health insurance carrier.

Upon completion of an eligible program, the employee shall submit the

required form and information to the Human Resources Director who will submit the request for reimbursement. All reimbursement checks will go to the employee's HSA account and not directly to the employee.

Eligible Activity	Amount Reimbursed	Special Conditions
Biometric Screening Event	\$200	Eligible for reimbursement once each calendar year.
Health Risk Assessment	\$50	Eligible for reimbursement once each calendar year.
Wellness Coaching	\$50	Wellness Coaching is as indicated by the Health Risk Assessment. Eligible for reimbursement once each calendar year.
Registering on myuhc.com	\$50	Eligible for reimbursement once each calendar year.
Flu Shot	\$50	Must be received at the City. Eligible for reimbursement once each calendar year.
Exercise	\$50	90 minutes of physical activity per week for each 8 week period completed. Forms must be completed and turned in to Human Resources. The forms are available at HR
BP of less than 130/80 Cholesterol of less than 200 mg BMI of less than 25	\$100	To qualify for reimbursement, the employee must meet two of the three categories.
Prescription Medications	\$100	Employee must switch from brand medication to generic. Must begin only in January and

		continue for the calendar year. Eligible for each prescription changed.
Prescription Medications	\$50	Employee must switch from brand medication to generic. Must be for a consecutive six month period. Eligible for each prescription changed.

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.
- e) Cost Sharing. For the 2011 and , 2012 **and 2013** 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 **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.

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 83rd and the 90th 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 2.

CITY OF PIQUA, OHIO
LOCAL

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, AFL-CIO-CLC,
Local #252 PIQUA, OHIO

By: _____

Schedule C - Firefighters

Effective January 1, 2011	Months Completed	Code without Paramedic	Wage	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 Paramedic	Wage	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 Paramedic	Wage	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-20-12

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH LOCAL UNION 252, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO-CLC (FIRE OFFICERS)

WHEREAS, the City of Piqua and the Local Union 252, International Association of Firefighters, AFL-CIO-CLC (IAFF) entered into a collective bargaining agreement effective January 1, 2011 through December 31, 2013 for the fire officers and authorized by Resolution R-152-10; and

WHEREAS, the City requested concessions from the IAFF with regards to wages and health insurance for 2012 due to the unhealthy General Fund; and

WHEREAS, the City desires and strives to lower its health insurance premium by participating in the Bend the Trend Program; and

WHEREAS, the IAFF agreed to concessions on health insurance allowing the City to continue its goal of working towards lower health insurance premiums while engaging the employees to make healthier choices and actively participate in healthier activities; and

WHEREAS, the IAFF had a reopener in the third year of its collective bargaining agreement for health insurance and the parties agreed that the health insurance benefits are to remain the same as the 2012 benefits for the third year and thereby not needing negotiations.

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:

SECTION 1. The City Commission authorizes the City Manager to execute an amendment to the 2011-2013 collective bargaining agreement to amend the health insurance contribution by the City for 2012 and to agree to the terms of health insurance on the reopener for 2013, with the Local Union 252, International Association of Firefighters, AFL-CIO-CLC (IAFF) for the fire officers and for the terms as substantially attached hereto.

SECTION 2. The Law Director shall send a certified copy of this Resolution to the State Employment Relations Board to notify SERB of an agreed upon collective bargaining agreement.

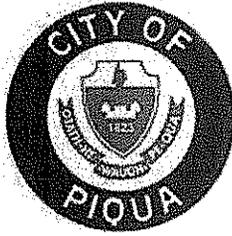
SECTION 3. This Resolution shall take effect and be in force from the earliest period allowed by law.

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____

REBECCA J. COOL
CITY COMMISSION CLERK



Commission Agenda Staff Report

MEETING DATE	February 21, 2012		
REPORT TITLE <small>(Should match resolution/ordinance title)</small>	A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH LOCAL UNION 252, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO-CLC (FIRE OFFICERS)		
SUBMITTED BY	Name & Title: Stacy Wall, Law Director		
	Department: Law		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution
ORDINANCE/RESOLUTION	<input type="checkbox"/> 1 st Reading	<input type="checkbox"/> 2 nd Reading	<input type="checkbox"/> 3 rd Reading
	Ordinance #:		Resolution #: R-20-12
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input checked="" type="checkbox"/> Law Director
	<input type="checkbox"/> Department Director		<input type="checkbox"/> Other:
BACKGROUND <small>(Includes description, background, and justification)</small>	<p>The City and the IAFF entered into a collective bargaining agreement effective 1.1.11 through 12.31.13. The City in an effort to save the health of the General Fund requested that the Union give concessions on wages and health insurance. The City participates in a wellness plan through the health insurance company that requires the City to meet certain benchmarks including a minimum funding level to encourage wellness participation and choices by the employee. Therefore the Union was asked to agree to a 75% funding level rather than the current 85% funding level of the HSA/HRA accounts, which is also what all non-union and three other bargaining units currently receive. The 75% funding level allows the City to meet one its benchmarks which will also contribute to a lower premium renewal rate. The Union will be permitted to participate in an employee reimbursement plan to be able to earn the difference between the 85% funding level and the 75% funding level with the monies would be reimbursed to the employee's HSA/HRA account. An employee can be reimbursed up to \$400 for a family plan and \$200 for an individual plan. The employee will submit documentation approved by the HR Department prior to reimbursement. Additionally, the Union offered to extend the contract for one year providing for a second year of 75% funding rather than at the higher rate. This proposal puts every City employee on the same funding level.</p>		

BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	
	Expenditure \$:	If an employee does not participate in the reimbursement plan, the City will pay less in HSA/HRA funding than what is budgeted for 2012. There is no increased funding over the proposed two year period.
	Source of Funds:	
	Narrative:	
OPTIONS (Include Deny /Approval Option)	1.	Approve the Resolution
	2.	Reject the Resolution
	3.	
	4.	
PROJECT TIMELINE		
STAFF RECOMMENDATION	Staff recommends the Resolution be adopted. The parties are currently in a binding collective bargaining agreement and the Resolution is a result of requesting concessions. If the Resolution is not approved, the City will pay a higher level of funding at 85% to the HSA/HRA accounts and will not have received a 0% wage increase for 2013. The parties would then begin negotiations for the 2013 collective bargaining agreement. The Resolution also approves the 2013 HSA/HRA funding at 75% rather than having to negotiate the rate starting with 85% as the bar.	
ATTACHMENTS	Collective Bargaining Agreement Effective 1.1.11 through 12.31.13	

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

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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	Time in Grade + Paramedic Certification or Fire Officer Qualification series
E	Time in Grade + Paramedic Certification or Fire Officer Qualification series
F	Time in Grade + Paramedic Certification or Fire Officer Qualification series

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 50th 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 1/12th 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 ~~2012~~ and 2013 plan year, health insurance shall be subject to a reopener **the City will fund 75% of the accounts (\$1,500 for individual coverage and \$3,000 for family**

coverage) 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.

An employee may be reimbursed up to a maximum of \$400 if on a family plan and \$200 for a single plan each calendar year. The employee and not the family member must participate in the below activities to be eligible for the reimbursement.

Such reimbursement shall be based on participation in self-selected programs established by United Health Care for eligibility for the Bend the Trend Program, or similar program by the health insurance carrier.

Upon completion of an eligible program, the employee shall submit the required form and information to the Human Resources Director who will submit the request for reimbursement. All reimbursement checks will go to the employee's HSA account and not directly to the employee.

Eligible Activity	Amount Reimbursed	Special Conditions
Biometric Screening Event	\$200	Eligible for reimbursement once each calendar year.
Health Risk Assessment	\$50	Eligible for reimbursement once each calendar year.
Wellness Coaching	\$50	Wellness Coaching is as indicated by the Health Risk Assessment. Eligible for reimbursement once each calendar year.
Registering on myuhc.com	\$50	Eligible for reimbursement once each calendar year.
Flu Shot	\$50	Must be received at the City. Eligible for reimbursement once each calendar year.
Exercise	\$50	90 minutes of physical activity per week for each 8 week period completed. Forms must be completed and turned in to Human Resources. The forms are available at HR

BP of less than 130/80 Cholesterol of less than 200 mg BMI of less than 25	\$100	To qualify for reimbursement, the employee must meet two of the three categories.
Prescription Medications	\$100	Employee must switch from brand medication to generic. Must begin only in January and continue for the calendar year. Eligible for each prescription changed.
Prescription Medications	\$50	Employee must switch from brand medication to generic. Must be for a consecutive six month period. Eligible for each prescription changed.

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, **and 2013** 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, **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 fifty thousand dollars (\$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 employee's 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:

- H. quits or resigns;
- I. retires;
- J. is discharged (unless reinstated through the grievance and arbitration procedure);
- K. fails to timely return from a layoff or leave of absence;
- L. is on layoff for a period of time equivalent to the employee's seniority, or two (2) years, whichever is less; or
- M. 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, or when this Agreement is signed, whichever is later, 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 83rd and the 90th 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 2

CITY OF PIQUA, OHIO

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, AFL-CIO-CLC,
LOCAL UNION 252

By: _____

Schedule C - Fire Officers

EFFECTIVE

January 1, 2011

WAGE RATE	STEP A 0 -30mos.	STEP B 31-59 mos.	STEP C 60 mos.	Time in Grade +Paramedic/Officer Certification		
				STEP D	STEP E	STEP F
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	\$1,669.84	\$1,686.52	\$1,703.39	\$1,720.42	\$1,737.62
	weekly	weekly	weekly	weekly	weekly	weekly

Time in Grade +Paramedic/Officer Certification						
STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	
0 -30mos.	31-59 mos.	60 mos.				
\$22.99	\$23.21	\$23.45	\$23.68	\$23.92	\$24.16	
\$1,386.55	\$1,401.53	\$1,415.31	\$1,427.89	\$1,443.47	\$1,457.85	
weekly	weekly	weekly	weekly	weekly	weekly	

EFFECTIVE

January 1, 2012

WAGE RATE	STEP A 0 -30mos.	STEP B 31-59 mos.	STEP C 60 mos.	Time in Grade +Paramedic/Officer Certification		
				STEP D	STEP E	STEP F
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

Time in Grade +Paramedic/Officer Certification						
STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	
\$23.74	\$23.96	\$24.21	\$24.45	\$24.70	\$24.95	
\$1,431.61	\$1,447.08	\$1,461.31	\$1,474.30	\$1,490.38	\$1,505.23	

EFFECTIVE

January 1, 2013

WAGE RATE	STEP A 0 -30mos.	STEP B 31-59 mos.	STEP C 60 mos.	Time in Grade +Paramedic/Officer Certification		
				STEP D	STEP E	STEP F
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

Time in Grade +Paramedic/Officer Certification						
STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	
\$23.74	\$23.96	\$24.21	\$24.45	\$24.70	\$24.95	
\$1,431.61	\$1,447.08	\$1,461.31	\$1,474.30	\$1,490.38	\$1,505.23	

RESOLUTION NO. R-21-12

**A RESOLUTION AUTHORIZING THE PURCHASE OF 315 MANNING STREET,
PARCEL NO. N44-039620**

WHEREAS, 315 Manning Street is a single family home that had a structure fire on November 29, 2011, and has been vacant since the fire; and

WHEREAS, State and local law require the homeowner to either demolish or repair the structure providing the City the authority to indicate when the property has been satisfactorily remedied; and

WHEREAS, 315 Manning Street is adjacent to Armory Park and the East Ash Street Project; and

WHEREAS, the property owner desires to sell 315 Manning Street to the City of Piqua; and

WHEREAS, the purchase of 315 Manning Street would be at no expense to the City of Piqua as the demolition work has been secured.

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:

SECTION 1. The City Manager is hereby authorized to purchase 315 Manning Street, Parcel No. N44-039620, in an amount not to exceed one dollar (\$1.00) in exchange for securing the demolition work of the structure.

SECTION 2. There is a public benefit of purchasing 315 Manning Street to add to the green space of the public park and the East Ash Street Project.

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CITY COMMISSION CLERK



Commission Agenda Staff Report

MEETING DATE	February 21, 2012		
REPORT TITLE <small>(Should match resolution/ordinance title)</small>	A RESOLUTION AUTHORIZING THE PURCHASE OF 315 MANNING STREET, PARCEL NO. N44-039620		
SUBMITTED BY	Name & Title: Stacy Wall, Law Director		
	Department: Law		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution
ORDINANCE/RESOLUTION	<input type="checkbox"/> 1 st Reading	<input type="checkbox"/> 2 nd Reading	<input type="checkbox"/> 3 rd Reading
	Ordinance #:		Resolution #: R-21-12
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input checked="" type="checkbox"/> Law Director
	<input type="checkbox"/> Department Director		<input type="checkbox"/> Other:
BACKGROUND <small>(Includes description, background, and justification)</small>	There was a structure fire at 315 Manning Street on November 29, 2011. The property contains a single family rental home. The property owner is required to demolish or repair the structure. The property owner desires to sell the property to the City in exchange for the City demolishing the structure. The purchase price would be \$1. The property is adjacent to the Armory Park and the East Ash Street Project and would provide an asset to the green space to the park and entryway. The City has been able to secure services for the demolition at no cost to the City.		
BUDGETING AND FINANCIAL IMPACT <small>(Includes project costs and funding sources)</small>	Budgeted \$:		
	Expenditure \$:	\$1	
	Source of Funds:		
	Narrative:		
OPTIONS <small>(Include Deny /Approval Option)</small>	1.	Adopt the Resolution	
	2.	Decline the Resolution	
	3.		
	4.		
PROJECT TIMELINE	The property owner is ready to sell the property as soon as there is approval by the City Commission.		
STAFF RECOMMENDATION	The recommendation is to approve the Resolution. Acquiring 315 Manning Street will be an asset to the green space given its location to the Armory Park and the Ash Street entryway. The acquisition of the property is a win-win for all involved as the demolition services have been secured at no cost to the City, the City will have acquired enhancing green space and the property owner will have satisfied his requirements under the law to remedy the existing nuisance in		

	a much timelier fashion than if the structure was rehabbed.
ATTACHMENTS	Map



E. Ash Street

315 Manning Street

RESOLUTION NO. R-22-12

A RESOLUTION AUTHORIZING THE LEASE OF TRACT NUMBERS 1732 AND 1730, ON STATE ROUTE 66 FOR PURPOSES OF CONTINUED FARMING

WHEREAS, purchased land on State Route 66 for future potential development;
and

WHEREAS, the land consists of two parcels and has been farmed by the Anderson family for approximately 53 years and 23 years respectively; and

WHEREAS, the Anderson family desires to continue farming the land

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::

SECTION 1. The City Manager is hereby authorized to enter into Farm Cash Rent Lease in substantially the same form as attached Exhibit "A "with Gregory Anderson for the continued purpose of farming Tract Numbers 1732 and 1730 on State Route 66.

SECTION 2. Said Lease of the land shall not interfere with any development the City secures for the land.

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____

REBECCA J. COOL
CITY COMMISSION CLERK



Commission Agenda Staff Report

MEETING DATE	February 21, 2012		
REPORT TITLE <small>(Should match resolution/ordinance title)</small>	A RESOLUTION AUTHORIZING THE LEASE OF TRACT NUMBERS 1732 AND 1730, ON STATE ROUTE 66 FOR PURPOSES OF CONTINUED FARMING		
SUBMITTED BY	Name & Title: Stacy Wall, Law Director Department:		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
ORDINANCE/RESOLUTION	<input type="checkbox"/> 1 st Reading	<input type="checkbox"/> 2 nd Reading	<input type="checkbox"/> 3 rd Reading
	Ordinance #:		Resolution #: R-22-12
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input checked="" type="checkbox"/> Law Director
	<input type="checkbox"/> Department Director		<input type="checkbox"/> Other:
BACKGROUND <small>(Includes description, background, and justification)</small>	The City of Piqua recently purchased two parcels in anticipation of needing land for a water plant. One parcel was owned by the Toland family while the other parcel was owned by the Lange family. Gregory Anderson and his father have farmed the Toland land for approximately 53 years and farmed the Lange property for approximately 23 years. The Anderson family desires to continue to farm the land although now owned by the City of Piqua. The farming of the land will not interfere with any needed development or study of the land at this time and the leasing of the land will provide an economic benefit to the City.		
BUDGETING AND FINANCIAL IMPACT <small>(Includes project costs and funding sources)</small>	Budgeted \$:		
	Expenditure \$:	\$0	
	Source of Funds:		
	Narrative:		
OPTIONS <small>(Include Deny /Approval Option)</small>	1.	Adopt the Resolution	
	2.	Decline the Resolution	
	3.		
	4.		
PROJECT TIMELINE			
STAFF RECOMMENDATION	The recommendation is to approve the Resolution. The lease has been written to include any and all protections the City would need to protect the land for future development of a water plant. During the lease term, the City would		

	receive in excess of \$2,900/year in rent.
ATTACHMENTS	Lease Agreement with attachments

FARM CASH RENT LEASE

This Lease is made on this ____ day of February, 2012, between City of Piqua, Ohio, a municipal corporation ("Landlord"), whose address is 201 W. Water Street, Piqua, Ohio 45356, and Gregory Anderson ("Tenant"), whose address is 10220 N. St. Rt. 66, Piqua, Ohio 45356.

1. LEASE OF PROPERTY. Landlord leases to Tenant, and Tenant leases from Landlord, on the terms and conditions set forth in this Lease, the following real estate known as Tracts 1732 and 1730, located in the County of Miami and the State of Ohio (the "Property"), more particularly described on Exhibit A attached hereto and incorporated herein by reference consisting of 22.71 tillable acres. The parties acknowledge that the Property does not include any dwelling houses, barns, or other farm structures, or any fixtures or equipment that may be located on the Property.

2. TERM. This Lease is for a term beginning as of the 1st day of April, 2012, and ending on the 31st day of March, 2013, and continuing from year to year thereafter unless written notice of termination for any reason is given by either party to the other at least ninety (90) days before the expiration of this Lease or any renewal.

3. RENT. Tenant agrees to pay the Landlord as rent for the Property the sum of \$130.00 per tillable acre per year. This rent shall be due and payable to the Landlord semi-annually on or before the 1st day of January and the 1st day of July each year during the term of this lease and each renewal term.

4. SYSTEM OF FARMING AND SOIL MAINTENANCE. It is agreed that the Tenant shall employ accepted crop rotation methods followed by others in the Miami County area and shall apply lime and fertilizers as may be appropriate and necessary so as not to deplete the quality of the soil. Any change in the normal rotation process or in acreage of cultivated crops shall be by mutual agreement of Landlord and Tenant. All expenses of soil maintenance shall be paid by the Tenant as his sole cost and expense.

5. USE AND CARE OF PROPERTY. Tenant will use the Property solely for agricultural purposes as contemplated by this Lease. Tenant agrees to take good care of the Property, to cultivate, fertilize, maintain, and manage the Property and the soil in a careful and prudent manner, to control soil erosion as completely as practicable and to comply with all applicable laws, including, but not limited to, laws pertaining to the protection of the environment. Tenant will keep the weeds cut or controlled by other means to prevent seeding or spreading. Tenant shall make no alterations or improvements on the Property without Landlord's prior written consent including no placement of structures, including but not limited to fences. No livestock shall be permitted on the Property for any purposes whatsoever. Tenant will not commit waste on or damage to the Property. Tenant will not store or leave automobiles, trucks, or tractors or other farm equipment on the Property except in the normal course of farming. Tenant shall use insecticides or herbicides only when approved by Landlord and only in a manner consistent with other actual or potential uses of the Property and adjacent lands.

It is acknowledged that the Landlord is a municipality, owning the adjacent property to operate a water plant. Therefore upon any request by the City of Piqua, Tenant shall provide verified information of the type of chemicals being applied on the land. The City of Piqua shall order that any chemical harmful to its water supply be ceased immediately. Upon failure to terminate the use of such chemicals shall immediately terminate this Lease with no opportunity to cure the default.

Tenant shall be responsible for all soil testing and chemical application costs. Tenant shall also be solely responsible for any costs associated with fixing or repairing tile.

6. INSURANCE AND LIABILITY. Tenant shall maintain commercial general liability insurance suitable and customary for farming operations (including automobile and farming equipment), for personal injury, death and property damage in an amount satisfactory to Landlord and adequate workers' compensation insurance in compliance with the laws and statutes of Ohio. Landlord shall be an additional insured on such policy as its interest may appear. Tenant will provide Landlord with certificates of all insurance and compliance with the Ohio workers' compensation laws. Any personal property kept on the Property by Tenant shall be at Tenant's sole risk.

7. INDEMNIFICATION. Tenant shall indemnify, defend and save Landlord harmless against any and all judgments, orders, claims, liabilities (including statutory liability and liability under workers' compensation laws), losses, damages, costs and expenses (including attorneys fees) made against, imposed upon or incurred by Landlord and which arise directly or indirectly out of or in connection with any occurrence on or about the Property, the use and occupancy of the Property by Tenant, his invitees, employees, agents or contractors or the breach of any of Tenant's obligations under this Lease, but excepting any liability arising from the negligence or willful misconduct of Landlord, its agents or employees.

8. RIGHT OF ENTRY. Landlord reserves the right to enter upon the Property to inspect the same, to make improvements, and for any and all lawful purposes arising from the ownership of the land, including for other uses of the land, so long as it does not unreasonably interfere with the rights of the Tenant as provided in this Lease.

9. DEFAULT. It is agreed that any violation of this Lease by either party shall, after 30 days notice (during which the default may be cured), be just cause for immediately terminating this Lease. Such termination shall be in addition to any other remedies that may be available at law or in equity.

10. YIELDING POSSESSION AT END OF LEASE. At the expiration of this Lease, Tenant will yield possession of the Property to Landlord without further notice, and in as good order and condition as when the same was entered by Tenant, loss by fire, unavoidable casualty, and ordinary wear and tear excepted. At the end of the growing season all leased ground shall be cleared for the next growing season.

11. ASSIGNMENT AND SUBLEASING. Tenant will not assign this Lease or sublet the Property in whole or in part without Landlord's prior written consent; subject to this limitation, this Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, personal representatives, successors and assigns.

12. TRANSFER OF PROPERTY. If the Landlord sells or transfers title to the land, Landlord agrees to transfer title contingent on the lease being honored for the remainder of the calendar year or the crop season, whichever

benefits the Tenant. Tenant will be permitted to finish the crop season that has been planted when at the time of the transfer.

13. NO PARTNERSHIP INTENDED. It is particularly understood and agreed that this lease shall not be deemed to be, nor intended to give rise to a particular relationship. There is no employee relationship.

14. MISCELLANEOUS. This Lease sets forth the entire agreement of the parties and supersedes any prior understandings. This Lease may be modified only by written agreement of both parties. No waiver or amendment of any provision of this Lease shall be effective unless in writing, and no waiver on one occasion shall constitute a waiver on any further occasion. The provisions of this Lease shall be severable and the invalidity of one provision shall not affect any others.

SIGNED as of the date first written above.

Landlord City of Piqua, Ohio
City Manager Gary A. Huff

Witness

Tenant Gregory Anderson
10220 N. St. Rt. 66
Piqua, Ohio 45356

Witness

This Instrument Prepared by: Stacy M. Wall, City Law Director

Exhibit A
Property Description

The property as described in this agreement consist of two farms owned by the City of Piqua

Farm Number 2075 with tillable acres(10.93) shown as Tract Number 1732 on the US Department of Agriculture Farm Service Agency Map, Attached to this Exhibit

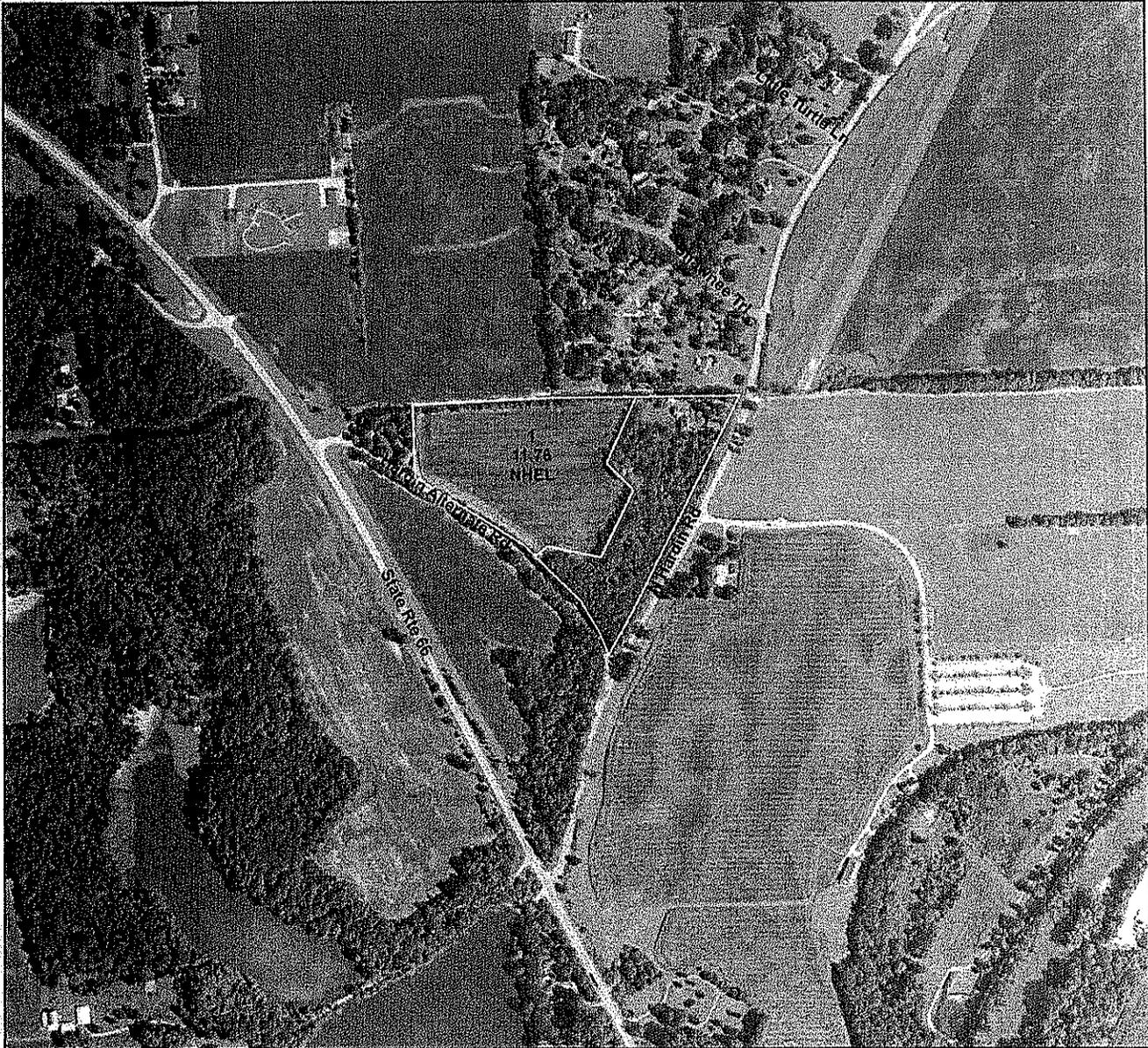
Farm Number 5089 with tillable acres (11.76) shown as Tract Number 1730 on the US Department of Agriculture Farm Service Agency Map, Attached to this Exhibit

This makes up the TOTAL TILLABLE ACRES OF 22.71

United States Department of Agriculture Farm Service Agency



Farm Number 5089
Tract Number 1730



February 03, 2012

Ohio Miami

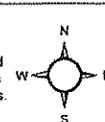
1330 N Co Rd 25A, Suite B
Troy
937-335-1918 ext 2
937-335-7465

Legend	
▽ Limited Restrictions	CRP
□ Exempt from Conservation Provisions	Road
● Restricted Use	HEL Highly Erodible Land
CLU field boundary	NHEL Non-Highly Erodible Land
	UHEL Undetermined

1 inch equals 660 feet

USDA FSA maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership, rather it depicts the information provided directly from the producer and/or the 2009 ortho-rectified imagery for Ohio. The producer accepts the data 'as is' and assumes all risk associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside of FSA Programs.

Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS.



All of the below are true unless otherwise indicated.

All crops=Non-Irrigated
All crops used for grain
Wheat=SRW
Corn=Yellow
Soybeans=COM

Greg Anderson

CCC-509 (10-01-11)

Page 2 of 2

1. PROGRAM YEAR 2012	2. STATE CODE 39	3. COUNTY CODE 109	4. FARM NUMBER 5089
CONTINUATION OF OWNER'S OR PRODUCER'S CROP INFORMATION (From Page 1)			
12A. Owner or Producer's Name and Address (Including Zip Code) CITY OF PIQUA 201 W WATER ST PIQUA, OH 45356-2235	13. Commodity CORN	14. Payment Share 0 %	13. Commodity SOYBN
12B. Telephone No. (Include Area Code):			
15A. Refused Payment Information: <input type="checkbox"/> All Direct Payments are Refused <input type="checkbox"/> All ACRE Payments are Refused		15B. Producer's Initials 15C. Date Initialed (MM-DD-YYYY)	
16A. Producer's Signature (By)		16B. Title/Relationship of the Individual Signing in the Representative Capacity	16C. Date (MM-DD-YYYY)

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is 7 CFR Part 1412, the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), and the Food, Conservation, and Energy Act of 2008 (Pub. L. 110-246). The information will be used to by CCC to assist in determining DCP or ACRE program eligibility, to determine the correct producers on the DCP or ACRE contract, and to consider and approve the contract to enter into the DCP or ACRE program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility for entry into the DCP or ACRE program.

This information collection is exempted from the Paperwork Reduction Act, as it is required for administration of the Food, Conservation, and the Energy Act of 2008 (See Pub. L. 110-246, Title I, Subtitle F - Administration).

The provisions of criminal and civil fraud, privacy and other statutes may be applicable to the information provided. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

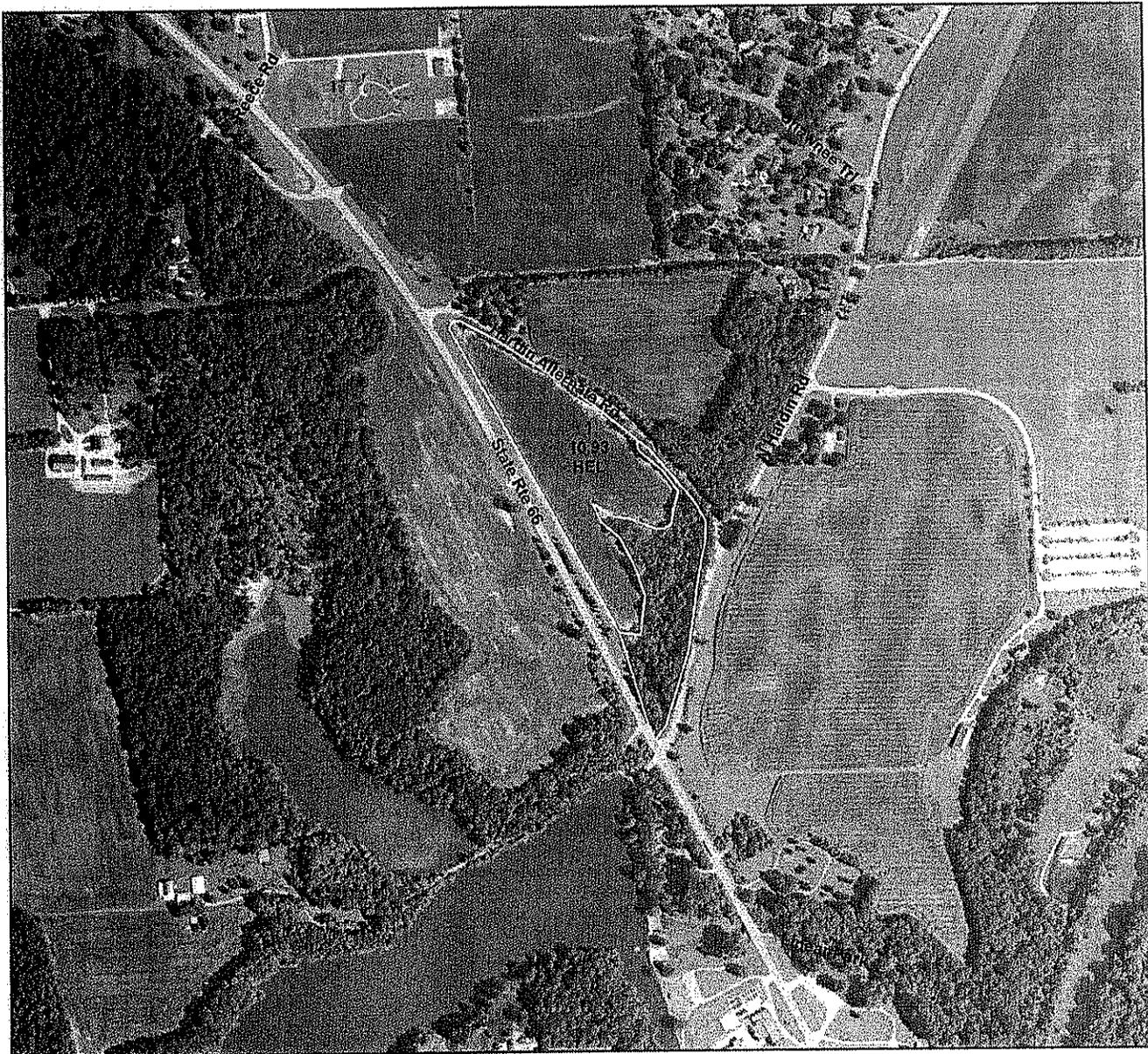
The U.S. Department of Agriculture (USDA) prohibits discrimination in all its program and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

To file a complaint of Discrimination, write to USDA, Director, Office of Adjudication and Compliance, 1400 Independence Avenue, SW., Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 845-6136 (Spanish) or (800) 877-8339 (TDD) or (866) 377-8642 (Federal-relay). USDA is an equal opportunity provider and employer.

United States Department of Agriculture Farm Service Agency



Farm Number 2075
Tract Number 1732



February 03, 2012

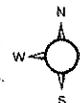
Ohio Miami

1330 N Co Rd 25A, Suite B
Troy
937-335-1918 ext 2
937-335-7465

Legend

- | | |
|---------------------------------------|-------------------------------|
| ∨ Limited Restrictions | CRP |
| □ Exempt from Conservation Provisions | — Road |
| ● Restricted Use | HEL Highly Erodible Land |
| ○ CLU field boundary | NHEL Non-Highly Erodible Land |
| | UHEL Undetermined |

1 inch equals 660 feet



All of the below are true unless otherwise indicated:

All crops=Non-irrigated
All crops used for grain
Wheat=SRW
Corn=Yellow
Soybeans=COM

USDA FSA maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or the 2009 ortho rectified imagery for Ohio. The producer accepts the data 'as is' and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside of FSA Programs.

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Greg Anderson

CCC-509 (10-01-11)

Page 2 of 2

1. PROGRAM YEAR 2012	2. STATE CODE 39	3. COUNTY CODE 109	4. FARM NUMBER 2075
CONTINUATION OF OWNER'S OR PRODUCER'S CROP INFORMATION (From Page 1)			
12A. Owner or Producer's Name and Address (Including Zip Code) CITY OF PIQUA 201 W WATER ST PIQUA, OH 45356-2235	13. Commodity CORN	14. Payment Share 0 %	13. Commodity SOYBN
	WHEAT	0 %	
12B. Telephone No. (Include Area Code):			
15A. Refused Payment Information: <input type="checkbox"/> All Direct Payments are Refused <input type="checkbox"/> All ACRE Payments are Refused			15B. Producer's Initials: 15C. Date Initialed (MM-DD-YYYY)
16A. Producer's Signature (By)		16B. Title/Relationship of the Individual Signing in the Representative Capacity	16C. Date (MM-DD-YYYY)

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is 7 CFR Part 1412, the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), and the Food, Conservation, and Energy Act of 2008 (Pub. L. 110-246). The information will be used to by CCC to assist in determining DCP or ACRE program eligibility, to determine the correct producers on the DCP or ACRE contract, and to consider and approve the contract to enter into the DCP or ACRE program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility for entry into the DCP or ACRE program.

This information collection is exempted from the Paperwork Reduction Act, as it is required for administration of the Food, Conservation, and the Energy Act of 2008 (See Pub. L. 110-246, Title I, Subtitle F - Administration).

The provisions of criminal and civil fraud, privacy and other statutes may be applicable to the information provided. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

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RESOLUTION NO. R-23-12

A RESOLUTION AUTHORIZING THE PURCHASE AND SALE OF THE CANAL LAND LOCATED ON 110 E. ASH STREET, PIQUA, OHIO, PARCEL NO. N44-000895

WHEREAS, the City of Piqua entered into a Master Lease for the canal with the State of Ohio on March 30, 1926, for a period of 99 years; and

WHEREAS, the Master Lease permits the City of Piqua to enter into subleases for the canal rights; and

WHEREAS, paragraphs 4 and 7 of the Master Lease require that the State of Ohio approve all reassignments of subleases; and

WHEREAS, the City entered into Canal Sublease No. 22 on February 24, 2009, with property owner Shirley Beard and Resolution R-105-11 authorized the reassignment of the sublease as Mrs. Beard sold the property; and

WHEREAS, the City, the new property owner and the State of Ohio Department of Natural Resources have been in discussions regarding ownership and lease of the canal land located on and adjacent to 110 E. Ash Street, as shown on the attached map; and

WHEREAS, the new construction is being delayed due to the canal lease being tied to the Master Lease and the new property owner is willing to take ownership of the canal land; and

WHEREAS, preliminary discussions with the State of Ohio Department of Natural Resources have indicated that the State of Ohio is willing to sell the canal land to the City of Piqua who may sell the land to the property owner.

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::

SECTION 1. The City Manager is hereby authorized to purchase from the State of Ohio the canal land located on and adjacent to 110 E. Ash Street, as shown on the attached map, Parcel No. N44-000895.

SECTION 2. Any costs associated with the said purchase shall be paid by Fifth Third Bank as the City of Piqua is acting as a conduit to Fifth Third Bank being able to obtain ownership of the canal land located on and adjacent to 110 E. Ash Street, as shown on the attached map, and said purchase shall be at a net cost of \$0 to the City of Piqua.

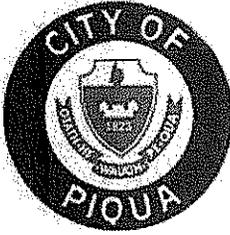
SECTION 3. The City Manager is hereby authorized to sell the canal land as described herein once acquired from the State of Ohio to Fifth Third Bank for the amount of costs needed for the City of Piqua to acquire the land.

SECTION 4. This Resolution shall take effect and be in force from the earliest period allowed by law.

LUCINDA L. FESS, MAYOR

PASSED: _____

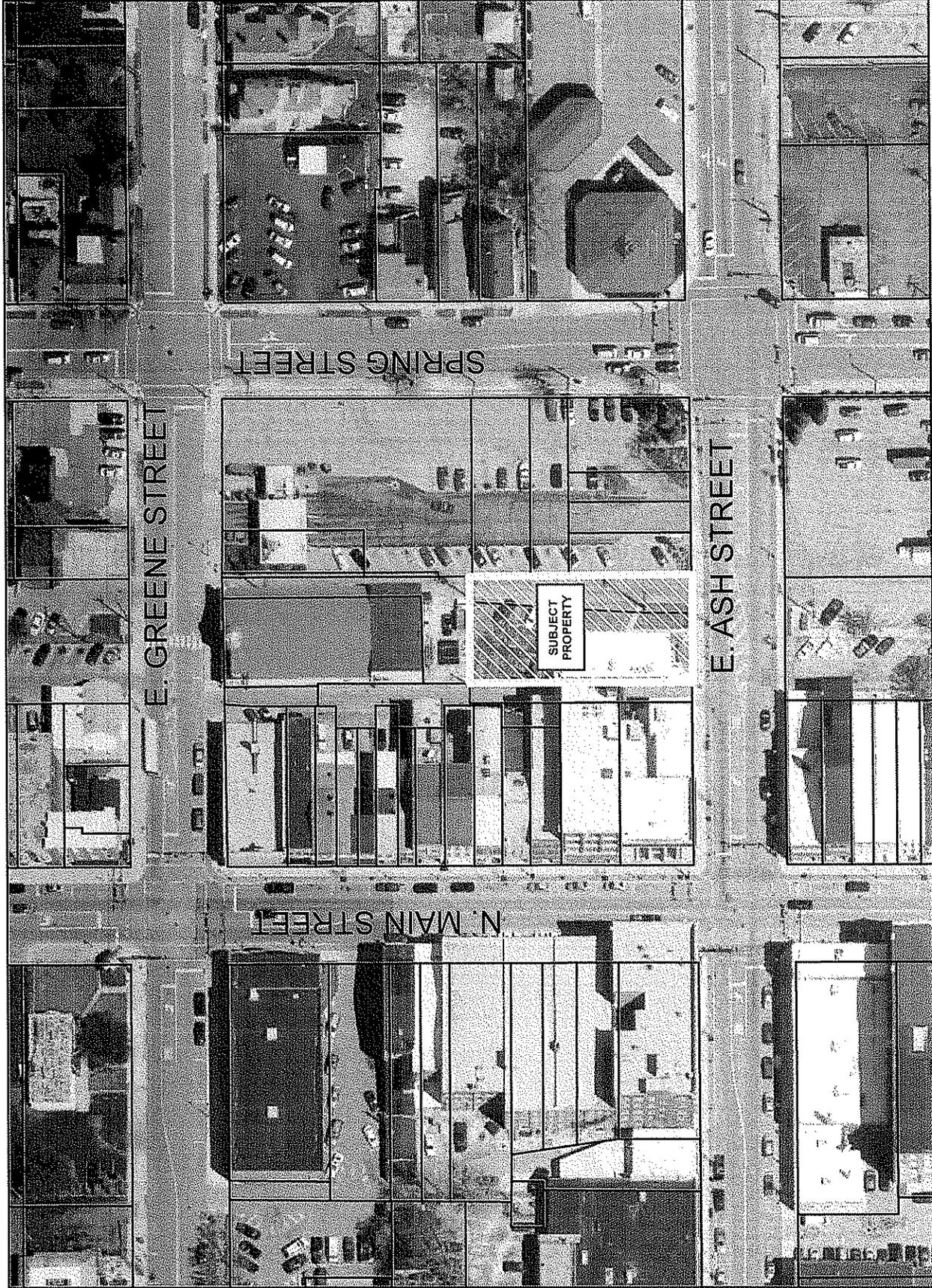
ATTEST: _____
REBECCA J. COOL
CITY COMMISSION CLERK



Commission Agenda Staff Report

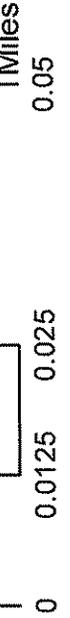
MEETING DATE	February 21, 2012		
REPORT TITLE <small>(Should match resolution/ordinance title)</small>	A RESOLUTION AUTHORIZING THE PURCHASE AND SALE OF THE CANAL LAND LOCATED ON 110 E. ASH STREET, PIQUA, OHIO, PARCEL NO. N44-000895		
SUBMITTED BY	Name & Title: Stacy Wall, Law Director		
	Department:		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
ORDINANCE/RESOLUTION	<input type="checkbox"/> 1 st Reading	<input type="checkbox"/> 2 nd Reading	<input type="checkbox"/> 3 rd Reading
	Ordinance #:		Resolution #: R-23-12
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input checked="" type="checkbox"/> Law Director
	<input type="checkbox"/> Department Director		<input type="checkbox"/> Other:
BACKGROUND <small>(Includes description, background, and justification)</small>	<p>The City of Piqua entered into a 99 year lease with the State of Ohio for canal land that the City subleases to private property owners. The sublease has presented an obstacle for a property owner trying to sell the property as the City and the State have to approve of the reassignment of the sublease, a time consuming process. The canal land on 110 E. Ash Street is one of the properties where a sale and redevelopment have been delayed due to the sublease. Upon reevaluation of an outdated Master Lease, the City does not need the canal land located on 110 E. Ash Street and has engaged the State of Ohio in discussions regarding sale of the land. The State has the option of selling the land to the City and the City can sell the land to the property owner. This accomplishes putting the land in the hands of the only interested party rather than having subleases.</p>		
BUDGETING AND FINANCIAL IMPACT <small>(Includes project costs and funding sources)</small>	Budgeted \$:		
	Expenditure \$:	The City would be reimbursed for all costs in the sale to the property owner so the net expense is \$0.	
	Source of Funds:		
	Narrative:		
OPTIONS <small>(Include Deny /Approval Option)</small>	1.	Adopt the Resolution	
	2.	Decline the Resolution	
	3.	Have the City continue to maintain the sublease on the land	
	4.	Have the State of Ohio deal directly with the property owner however this would delay the development even longer than the 6 month process	

	proposed.
PROJECT TIMELINE	The State of Ohio takes approximately 6 months to get the approval needed by the Governor. Once approved, the City would close on the same day for the purchase and sale of the land.
STAFF RECOMMENDATION	The recommendation is to approve the Resolution. A significant amount of time has been spent in reviewing the canal leases and in discussions with the State of Ohio and Fifth Third Bank as well as counsel for Shirley Beard. The purchase of the property by the City is the most expeditious method in the process of releasing canal land as the State will need approximately 6 months for approval. The purchase of the property and the sale to Fifth Third Bank allows Mrs. Beard to sell her property, allows Fifth Third to redevelop an unoccupied piece of land in the downtown district and releases the State and the City from the burden of administering canal leases while assisting in economic development.
ATTACHMENTS	Map



M&E CANAL PROPERTY

110 E. ASH STREET AND ADJACENT ALLEY



RESOLUTION NO. R-24-12

A RESOLUTION AUTHORIZING A PURCHASE ORDER TO VALLEY ASPHALT AS THE PRIMARY SUPPLIER, AND BARRETT PAVING MATERIALS, INC. AS THE SECONDARY SUPPLIER OF HOT MIX FOR THE 2012 STREET MAINTENANCE PROGRAM

WHEREAS, on January 11, 2012 and January 18, 2012, the Purchasing Analyst publically advertised for bids for Hot and Cold Mix; and

WHEREAS, after proper advertisement, bids were opened on January 26, 2012 resulting in the tabulation of bids as listed in Exhibit "A" attached hereto;

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 purchase order is hereby authorized to Valley Asphalt as the primary supplier of Hot Mix pursuant to the bid specifications;

SEC. 2: A purchase order is hereby authorized to Barrett Paving Materials, Inc. as the secondary supplier of Hot Mix pursuant to the bid specifications should the primary supplier not be able to meet the demands of the City of Piqua;

SEC. 3: 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 \$150,000 between both the primary and the secondary supplier;

SEC. 4: 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



Commission Agenda Staff Report

MEETING DATE	February 21, 2012		
REPORT TITLE <small>(Should match resolution/ordinance title)</small>	A Resolution authorizing a purchase order to Valley Asphalt as the Primary Supplier, and Barrett Paving Materials, Inc. as the secondary supplier of hot mix for the 2012 Street Maintenance Program		
SUBMITTED BY	Doug Harter, Street & Parks Superintendent Street Department		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
ORDINANCE/RESOLUTION	<input type="checkbox"/> 1 st Reading	<input type="checkbox"/> 2 nd Reading	<input type="checkbox"/> 3 rd Reading
	Ordinance #:		Resolution #: R-24-12
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director		<input type="checkbox"/> Other:
BACKGROUND <small>(Includes description, background, and justification)</small>	<p>In January of this year, the Purchasing Analyst went out for asphalt bids, sending specifications to several companies. The bids were received on January 26, 2012 (Exhibit "A").</p> <p>We have had issues over the past few years with obtaining the type and amount of asphalt we need for a project from the Barrett plant. Barrett has one hopper, which means they can only produce one type of asphalt at a time, so if they are making base course and we need a finish course, we have to delay our project. This happened to us several times last year because they produce what the larger contractors need. Also, if their plant breaks down we are at their mercy as to when we can work.</p> <p>In the past, we have purchased asphalt from both Valley Asphalt & Barrett Paving Materials, Inc. depending on who had the mix available that we needed at any given time. Therefore, similar to last year, we would like to issue a Purchase Order to both Barrett Paving Materials, Inc. and Valley Asphalt for the purchase of 402 & 404 asphalt to ensure that asphalt will be available to the City when it is needed.</p>		
BUDGETING AND FINANCIAL IMPACT <small>(Includes project costs and funding sources)</small>	Budgeted \$:	\$150,000.00	
	Expenditure \$:	\$150,000.00	
	Source of Funds:	Street Department O&M (101 Fund)	
	Narrative:	This item is purchased each year for street paving and resurfacing projects. \$150,000 was budgeted for this work in the 2012 Budget. Based upon the unit bid prices, the	

		Street Department anticipates completing as many patches and resurfacing projects as possible up to the \$150,000.
OPTIONS (Include Deny /Approval Option)	1.	Approve the resolution and continue with our 2012 Street Maintenance Program.
	2.	Do not approve the resolution, which in turn would mean no in-house paving.
	3.	Contract out all the patching and resurfacing, which would result in less being done for \$150,000.
	4.	
PROJECT TIMELINE	Work will be completed in 2012.	
STAFF RECOMMENDATION	Approve the resolution to allow the Street Department to continue with our 2012 Street Maintenance Program.	
ATTACHMENTS	Bid Tabulation (Exhibit "A")	

EXHIBIT "A"

Hot & Cold Mix - Aggregate Stone

Bid Tabulation for IFB 1202
 Opened 1-26-12 at 2:00 p.m.

	Piqua Materials Piqua, Ohio	Barrett Paving Materials, Inc. Dayton, Ohio	Barrett Paving Materials, Inc. Miami River Quarry Dayton, Ohio	Valley Asphalt Springfield, OH
<u>All prices are per ton</u>				
402 Asphalt	NB \$	58.00	NB \$	64.00
404 Asphalt	NB \$	58.00	NB \$	65.00
Cold Patch	\$ 125.00	105.00	NB \$	115.00
304 Stone	\$ 7.65	NB \$	7.75	NB
411 Stone	\$ 7.65	NB \$	7.75	NB
# 9 Stone	\$ 6.95	NB \$	7.75	NB
# 2 Stone	\$ 7.65	NB \$	7.75	NB
# 57 Stone	\$ 7.85	NB \$	8.25	NB
# 8 Stone	\$ 7.00	NB \$	8.25	NB
Renewal option for 2013	YES	NO	NO	NO
Terms	NET 30	NET 30	NET 30	NET 30

RESOLUTION NO. R-25-12

**A RESOLUTION AUTHORIZING A PURCHASE ORDER TO
PIQUA MATERIALS AS A SUPPLIER OF STONE AND COLD PATCH FOR THE
2012 STREET AND ALLEY MAINTENANCE PROGRAM**

WHEREAS, on January 11, 2012 and January 18, 2012, the Purchasing Analyst publically advertised for bids for Stone, Hot and Cold Mix; and

WHEREAS, after proper advertisement, bids were opened on January 26, 2012 resulting in the tabulation of bids as listed in Exhibit "A" attached hereto;

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 purchase order is hereby authorized to Piqua Materials as the primary supplier of stone and cold patch pursuant to the bid specifications;

SEC. 3: 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 \$52,000;

SEC. 4: 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



Commission Agenda Staff Report

MEETING DATE	February 21, 2012		
REPORT TITLE (Should match resolution/ordinance title)	A Resolution authorizing a purchase order to Piqua Materials as a supplier of stone and cold patch for the 2012 Street and Alley Maintenance Program		
SUBMITTED BY	Doug Harter, Street & Parks Superintendent Street Department		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
ORDINANCE/RESOLUTION	<input type="checkbox"/> 1 st Reading	<input type="checkbox"/> 2 nd Reading	<input type="checkbox"/> 3 rd Reading
	Ordinance #:		Resolution #: R-25-12
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director		<input type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	<p>In January of this year, the Purchasing Analyst went out for stone and asphalt bids, sending specifications to several companies. The bids were receive on January 26, 2010 (Exhibit "A").</p> <p>Based upon the bids, Piqua Materials was the low bidder on all of the stone and Barrett Paving Materials, Inc. was the low bidder on the cold patch. Unfortunately, the closest plant for Barrett that we could obtain the cold patch is in located in Moraine. Therefore, we are recommending the purchase of all stone and cold patch from Piqua Materials due to the close proximity of their plant to our work areas and hence our increased efficiency.</p>		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$52,000.00	
	Expenditure \$:	\$52,000.00	
	Source of Funds:	Street Department O&M (101 Fund)	
	Narrative:	These items are budgeted each year for patching and street repairs. \$52,000 was budgeted for this work in the 2012 Budget. Based upon the unit bid prices, the Street Department anticipates completing as many projects as possible up to the \$52,000.	
OPTIONS (Include Deny /Approval Option)	1.	Approve the resolution to allow the Street Department to continue with our 2012 Street and Alley maintenance program.	
	2.	Do not approve the resolution, which in turn would mean no in-house patching or street and alley repairs.	

	3.	Contract out all the patching which would results in less being done for \$52,000.00.
	4.	
PROJECT TIMELINE	Work will be completed in 2012	
STAFF RECOMMENDATION	Approve the resolution to allow the Street Department to continue with our 2012 Street and Alley maintenance program.	
ATTACHMENTS	Bid Tabulation (Exhibit "A")	

EXHIBIT "A"

Bid Tabulation for IFB 1202
 Opened 1-26-12 at 2:00 p.m.

Hot & Cold Mix - Aggregate Stone

	Piqua Materials Piqua, Ohio	Barrett Paving Materials, Inc. Dayton, Ohio	Barrett Paving Materials, Inc. Miami River Quarry Dayton, Ohio	Valley Asphalt Springfield, OH
<u>All prices are per ton</u>				
402 Asphalt	NB \$	58.00	NB \$	64.00
404 Asphalt	NB \$	59.00	NB \$	65.00
Cold Patch	\$ 125.00	\$ 105.00	NB \$	115.00
304 Stone	\$ 7.65	NB \$	7.75	NB
411 Stone	\$ 7.65	NB \$	7.75	NB
# 9 Stone	\$ 6.95	NB \$	7.75	NB
# 2 Stone	\$ 7.65	NB \$	7.75	NB
# 57 Stone	\$ 7.85	NB \$	8.25	NB
# 8 Stone	\$ 7.00	NB \$	8.25	NB
Renewal option for 2013	YES	NO	NO	NO
Terms	NET 30	NET 30	NET 30	NET 30

RESOLUTION NO. R-26-12

**A RESOLUTION REAPPOINTING ONE
MEMBER TO THE TREE COMMITTEE**

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: Judy Terry is hereby reappointed as a member of the Tree Committee for a four (4) year term to expire on March 1, 2016 or until her successor is confirmed and qualified;

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

RESOLUTION NO. R-27-12

**A RESOLUTION REAPPOINTING A MEMBER TO THE
MIAMI VALLEY REGIONAL PLANNING COMMISSION**

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: William Vogt is hereby reappointed as a member to the Miami Valley Regional Planning Commission for a one-year term to expire March 1, 2013 or until his successor is confirmed and qualified.

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

RESOLUTION NO. R-28-12

**A RESOLUTION REAPPOINTING AN ALTERNATE MEMBER TO
THE MIAMI VALLEY REGIONAL PLANNING COMMISSION**

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: William p. Murphy is hereby reappointed as an alternate member to the Miami Valley Regional Planning Commission for a one-year term to expire March 1, 2013 or until his successor is confirmed and qualified.

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

RESOLUTION NO. R-29-12

**A RESOLUTION REAPPOINTING AN ALTERNATE MEMBER TO
THE MIAMI VALLEY REGIONAL PLANNING COMMISSION**

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: Christopher Schmiesing is hereby reappointed as an alternate member to the Miami Valley Regional Planning Commission for a one-year term to expire March 1, 2013 or until his successor is confirmed and qualified.

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

RESOLUTION NO. R-30-12

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH EVANS LANDSCAPING, INC. FOR THE ENVIRONMENTAL REMEDIATION AND DEMOLITION OF THE PIQUA MEMORIAL MEDICAL CENTER SITE AT A COST NOT TO EXCEED \$1,789,000 AND AUTHORIZING EVANS LANDSCAPING, INC. TO PROCEED WITH THE PROJECT

WHEREAS, on August 5, 2011, this City of Piqua received a Clean Ohio Revitalization Fund for the environmental remediation and demolition of the Piqua Hospital Site from the Ohio Department of Development; and

WHEREAS, the City of Piqua competitively procured proposals from qualified firms to perform the remediation and demolition of the former Piqua Memorial Medical Center; and

WHEREAS, the City of Piqua has retained the firm of Burgess and Niple, Inc. to review all submitted proposals; and

WHEREAS, it was determined by Burgess and Niple, Inc. that Evans Landscaping, Inc. of Cincinnati, Ohio was the lowest and most responsive bid for the project,

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 enter into all necessary agreements with Evans Landscaping, Inc. for the demolition and remediation of the former Piqua Memorial Medical Center site in accordance with the Clean Ohio Revitalization Fund Grant Agreement between the Ohio Department of Development and the City of Piqua;

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 \$1,789,000;

SEC. 3: The firm of Evans Landscaping, Inc. is authorized to proceed with all necessary steps to proceed with the project.

SEC. 4: 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



Commission Agenda Staff Report

MEETING DATE	February 21, 2012		
REPORT TITLE <small>(Should match resolution/ordinance title)</small>	A Resolution Authorizing the City Manager to Enter into a Contract with Evans Landscaping, Inc. for the Abatement and Demolition of the Piqua Memorial Medical Center at an Amount Not to Exceed \$1,789,000 and Authorizing Evans Landscaping, Inc. to Proceed with the Project.		
SUBMITTED BY	Name & Title: William Lutz, Development Program Manager Department: Development		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
ORDINANCE/RESOLUTION	<input type="checkbox"/> 1 st Reading	<input type="checkbox"/> 2 nd Reading	<input type="checkbox"/> 3 rd Reading
	Ordinance #:		Resolution #: R-30-12
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input checked="" type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director;		<input type="checkbox"/> Other:
BACKGROUND <small>(Includes description, background, and justification)</small>	<p>In August 2011, the City of Piqua was awarded a competitively funded Clean Ohio Revitalization Grant in the amount of \$2,000,000 for the remediation and demolition of the old Piqua Hospital Site. In September 2011, the City of Piqua retained the services of Burgess and Niple, Inc. to perform the necessary consulting services on the project, including reviewing bids and providing a recommendation to the City on the most responsible contractor to use for the project.</p> <p>On January 25, bids for the project was received and Dore and Associates of Bay City, MI was the lowest bidder, but subsequently withdrew their bid on January 27; therefore, making Evans Landscaping of Cincinnati, OH the lowest bid. On February 14, Burgess and Niple, provided the City a letter recommending Evans Landscaping for the demolition and remediation of the former hospital site.</p> <p>The letter from Burgess and Niple recommending Evans Landscaping, as well as providing a complete timeline of the bidding process is attached.</p>		
BUDGETING AND FINANCIAL IMPACT <small>(Includes project costs and funding sources)</small>	Budgeted \$:	\$1,802,900	
	Expenditure \$:	\$1,789,000	
	Source of Funds:	Clean Ohio Revitalization Fund Grant awarded in August 2011.	
	Narrative:	The funding for this project comes from the Clean Ohio Revitalization Grant. There is no cost to the city for this	

		project, other than the indirect costs associated with staff time devoted to the project.
OPTIONS (Include Deny /Approval Option)	1.	Award the Contract with Evans Landscaping.
	2.	Deny the Contract with Evans Landscaping, Re-Bid the Project and Provide Further Guidance
	3.	
	4.	
PROJECT TIMELINE	Upon adoption of this Resolution, Evans Landscaping is prepared to enter into a contract with the city for the project and is prepared to undertake the necessary preplanning and mobilization for the project. The building is scheduled to be demolished and property remediated by July 31, 2012.	
STAFF RECOMMENDATION	Staff recommends that the City Commission adopt the resolution which would award the demolition and remediation contract to Evans Landscaping and authorize the firm to proceed on the project.	
ATTACHMENTS	Attached is the formal recommendation provided from Burgess and Niple, Inc.	

BURGESS & NIPLE

Akron Centre Plaza | 50 South Main Street | Suite 600 | Akron, OH 44308 | 330-376-5778

Development Program Manager
City of Piqua Department Of Economic Development
201 West Water Street
Piqua, OH 45356
Attention: Mr. William Lutz

-Re- Abatement and Demolition Of The Closed
Piqua Memorial Hospital, Piqua, Ohio

Review Of Bidder Qualifications

February 14, 2012

Dear Mr. Lutz:

At the request of the City of Piqua, Burgess and Niple performed a review of the submitted bid proposals, supporting documentation and interviews of designated representatives of the project references. Below you will find our review.

The City, at the time and place stipulated in the legal advertisement for the Project and amendments thereof, publicly opened, and read aloud all received Bids. Based upon the initial reading of the Bids received, Dore and Associates, Bay City Michigan, was the apparent successful Bidder with a proposed cost of \$1,097,400 and a stipulated completion date of July 31, 2012. Dore and Associates requested on January 27, 2012 permission to withdraw their Bid. Dore and Associates cited their inability to complete the Project for their stated proposed cost. The City accepted the request, and released Dore and Associates from their Bid on February 3, 2012.

On February 2, 2012, the City advised Burgess and Niple (B&N) of its desire to move forward with the consideration of the Bid submitted by Evans Landscape Inc. (Evans).

On February 3, 2012, B&N posted the initial Bid Tabulation Form on the Sharepoint Site. Following the posting, B&N advised Evans that they were, subsequent to the release of Dore and Associates, the apparent successful Bidder, with a proposed cost of \$1,789,000 dollars and proposed completion date of 180 calendar days after the start date established by the executed Notice To Proceed. Additionally, B&N requested Evans to schedule time for a Pre-Award Interview.

Subsequent to the Evans notification, B&N was advised by Evans, that they had received Addendums 001 through 006. Addendum 006 changed the Bid Date to January 25, 2012. Evans stated that while their Bid Form indicated they had received Addendums 001 through 005, their action of submitting a Bid with an attached Bid Bond that was dated January 25, 2012, clearly indicated recognition of the changed Bid Date. B&N removed the posted initial Bid Tabulation Form and corrected it to reflect Evans' receipt of the Addendum 006.

Following the posting of the initial Bid Tabulation Form, O'Rourke Wrecking, the initial third place Bidder, issued an email to the City and B&N requesting permission to interview for the Project. In the referenced email, O'Rourke

Wrecking stated that Evans was disqualified as they had not recognized receipt of Addendum 006. On February 6, 2012, O'Rourke Wrecking visited the City's Offices, where they inspected the Evans Bid Form and associated documents. That evening, O'Rourke Wrecking issued an email indicating their intent to contest the potential award of the Contract to Evans. On February 7, 2012, O'Rourke Wrecking submitted to the City, a letter contesting the potential award of the Contract to Evans. On February 13, 2012, the City responded in writing to the O'Rourke Letter with a summary determination that the O'Rourke Wrecking contest of the potential award of the Contract to Evans was without merit and their protest was being dismissed.

On February 8, 2012, the City of Piqua, B&N, Evans, Environmental Demolition group (Evans Subcontractor) met at the City's offices to perform a Pre-Award Interview. B&N queried Evans on various aspects of the proposed Project. The purpose of the query was to establish that Evans had a clear understanding of the scope of the Work and that scope of the Work was reflected in Evans proposed costs. Attached, you will find the list of topics posed to Evans and the Evans responses, which were either, consideration was included, consideration was not included, or an issue was discussed and then identified on an attachment. In summary, Evans included consideration for all of the topics discussed.

During the interview, B&N explicitly stated that the intent of this Project is to complete the abatement and demolition work, prepare and issue the No Further Action Letter (NFA), obtain from the State of Ohio a Covenant To Not Sue, and to convey to the Piqua School District the Project Site. After making the statement of Project intent, B&N queried Evans about their understanding of how their record keeping was a fundamental part of the successful completion of the Project. Specifically, did Evans understand that providing complete records for all work is critical a portion of their Contract, one on which payment of final contract amounts was contingent? Evans indicated they understood the importance.

Additionally, B&N and the City had a frank discussion Evans about the funding limitation of the Project. During the discussion, B&N explicitly stated that the proposed Project was grant funded. Further, the sole source for any funding associated with this Project was limited the grant funds which totaled \$1,802,900. B&N asked Evans if they had any considerations and/or concerns for the Project which would potentially give rise to a change order for additional costs. Evans generally stated that their general approach to the cost estimating for this Project was:

1. Assume that all materials within the building envelope are contaminated with asbestos.
2. Evans will not make any attempt to abatement the interior; rather they will gut the entire interior and not segregate any waste streams. The end result to this approach is that all waste streams originating on from the interior of the building envelope are assumed contaminated with asbestos.
3. Once the interior is cleared of all waste streams, Evans will perform final cleaning and perform air monitoring to ensure complete asbestos abatement.

4. Evans will provide, upon receiving final air clearances, an asbestos survey which will indicate that no asbestos containing materials were found within the building envelope.
5. Once the building is abated and cleared, Evans will demolish the building and its structures and export them as clean hard fill and/or C&D.

Following the general discussion of the approaches to Project, Evans explicitly stated that they were satisfied that their proposed cost, covered all aspects of the Project, including the topics previously discussed and that they (Evans) would not seek a change order for additional costs.

B&N conducted structured telephone interviews of the references provided by Evans. Eight projects were identified in the Evans list of project references. One project was not considered as it was a flood control project. The remaining seven references were called. One reference did not respond to telephone messages before the issuance of this letter. Copies of the telephone interview records are attached.

The responding references provided average to above average responses to the basic questions of Evans' ability to organize and perform the Work, (4.17 out of 5 possible) and to deliver the Project on time, (4.08 out of 5 possible). Sidebar comments by the representatives for the representative projects indicated a high degree of confidence that Evans will successfully deliver the actual abatement and demolition of this Project.

The respondents had lesser responses for Evans ability to organize and deliver the Project Records, (3.67 out of 5 possible).

No respondent indicated an objection to the reemployment of Evans, if afforded an opportunity. No respondent indicated that Evans was in any formal legal proceedings with any other party involved in the referenced projects.

Burgess and Niple has some concern over the stretch in Project size that the proposed cost of \$1,789,000 has over the average cost of representative project, \$741,955, and/or maximum previous project cost, \$1,500,000. By itself, the stretch in project capacity is a natural evolution of a Contractor's capacities to perform increasingly larger and more complicated projects.

Stretches in project capacity could also result in overall management control issues. It is possible that the drop in the delivery of project records, according to the telephone interviews, is a reflection of a stretch in management control. It also possible that the drop in records management is reflective of a common mind set of many contractors that the "project is about the work, not the records". Specifically addressing this Project, tight management of project records and deliverables and is paramount to the successful conclusion of the Project, which is obtaining the Covenant To Not Sue and to convey the Property to the Piqua School District in a timely manner. The drop in telephone interview

Abatement and Demolition
Of The Closed Piqua Memorial Hospital
Piqua, Ohio
Review Of Bidder Qualifications
February 14, 2012 Page 4 of 4

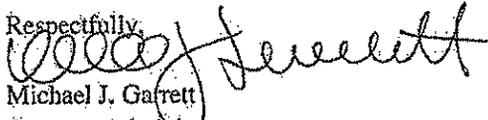
responses to the question of record keeping is troublesome, but it is not an issue that can not be overcome with a strong management of the expectations of performance by the B&N and the City.

It is the opinion of Burgess and Niple Inc., based upon the provided Qualification Statements, the Pre-Award Interview, the Reference Telephone Interviews, and barring any other information being provided to the contrary, that Evans Landscaping Inc. is qualified to perform the Work described by the Contract Documents and associated specifications.

A review of Evans Landscaping Inc. financial records was not performed and it is not a consideration of this review.

Should the City need any other service, please do not hesitate to contact me.

Respectfully,


Michael J. Garrett
Contract Administrator

CC: Barry Franz
Tom Mignery

Attachments Bid Cost Analysis, Bid Tabulation Form
Telephone Interview Records, Pre-Award Interview Check List

RESOLUTION NO. R-31-12

A RESOLUTION AUTHORIZING A ROADWAY MAINTENANCE AGREEMENT WITH MIAMI COUNTY

WHEREAS, this agreement is made and entered into pursuant to Section 307.15 of the Ohio Revised Code, by and between the City Commission of the CITY OF PIQUA, OHIO, ("City Commission") and the Board of County Commissioners of MIAMI COUNTY, OHIO, ("County Commission"); and,

WHEREAS, the City Commission and County Commission have mutual concerns and interests in connection with the maintenance of streets and highways divided or segmented by the boundary line between an unincorporated area and the municipal corporation; and,

WHEREAS, the City Commission and County Commission desire to insure the proper and necessary maintenance of all streets and highways divided or segmented by the boundary line between an unincorporated area and the municipal corporation created by any prior or future annexation or detachment of territory; and,

WHEREAS, the City Commission and County Commission recognize that roadway maintenance materials and services can be delivered more efficiently and effectively when maintenance of the entire width of a street or highway is delivered by a single agency; and,

WHEREAS, the City Commission and County Commission desire to deliver roadway maintenance materials and services to segments of streets and highways within the jurisdictional boundaries of the other's respective agency where a street or highway is divided or segmented by the boundary line between an unincorporated area and the municipal corporation, in an equitable manner beneficial to both parties, and as further described by this Agreement and the exhibits and attachments hereto;

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:

SECTION 1. The City Manager is hereby authorized to enter into a Roadway Maintenance Agreement with the Board of County Commissioners of Miami County, Ohio, said agreement attached hereto.

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____

REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	2/17/2012		
REPORT TITLE (Should match resolution/ordinance title)	Roadway Maintenance Agreement – Miami County		
SUBMITTED BY	Name & Title: Chris Schmiesing, City Planner		
	Department: Development Department		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
ORDINANCE/RESOLUTION	<input checked="" type="checkbox"/> 1 st Reading	<input type="checkbox"/> 2 nd Reading	<input type="checkbox"/> 3 rd Reading
	Ordinance #:		Resolution #: R-31-12
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input checked="" type="checkbox"/> Asst. City Manager/Development		<input checked="" type="checkbox"/> Law Director
	<input type="checkbox"/> Department Director; City Engineer		<input checked="" type="checkbox"/> Other: Street Superintendent, County Engineer, County Highway Superintendent
BACKGROUND (Includes description, background, and justification)	The proposed Roadway Maintenance Agreement serves to formalize the city/county relationship related to maintenance responsibilities on roadways split between two jurisdictions. The formal agreement will establish a document authorized by the legislative authorities. Previously these types of matters were handled by a less formal understanding between the roadway superintendents of each agency. However, during recent annexation proceedings the courts refused to accept the less formal agreements as having any legal standing.		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	0	
	Expenditure \$:	0	
	Source of Funds:	0	
	Narrative:	The agreement basically reflects what both agencies are already doing so far as roadway maintenance on behalf of one and other.	
OPTIONS (Include Deny /Approval Option)	1.	Approve the resolution authorize the formal agreement	
	2.	Reject the resolution and provide direction	
	3.		
	4.		
PROJECT TIMELINE	Feb 21, 2012 – City Commission approve resolution Feb 22, 2012 – City Manager executes agreement and sends to County for action March 2012 – Miami County Board of Commissioners act on the agreement Around April 1, 2012 - Agreement goes into effect		
STAFF RECOMMENDATION	Approve the resolution to put into place an legislatively authorized agreement		

EXHIBIT A

Piqua, Ohio Streets and Highways Divided or Segmented by Township/Municipal Corporation Boundary Lines

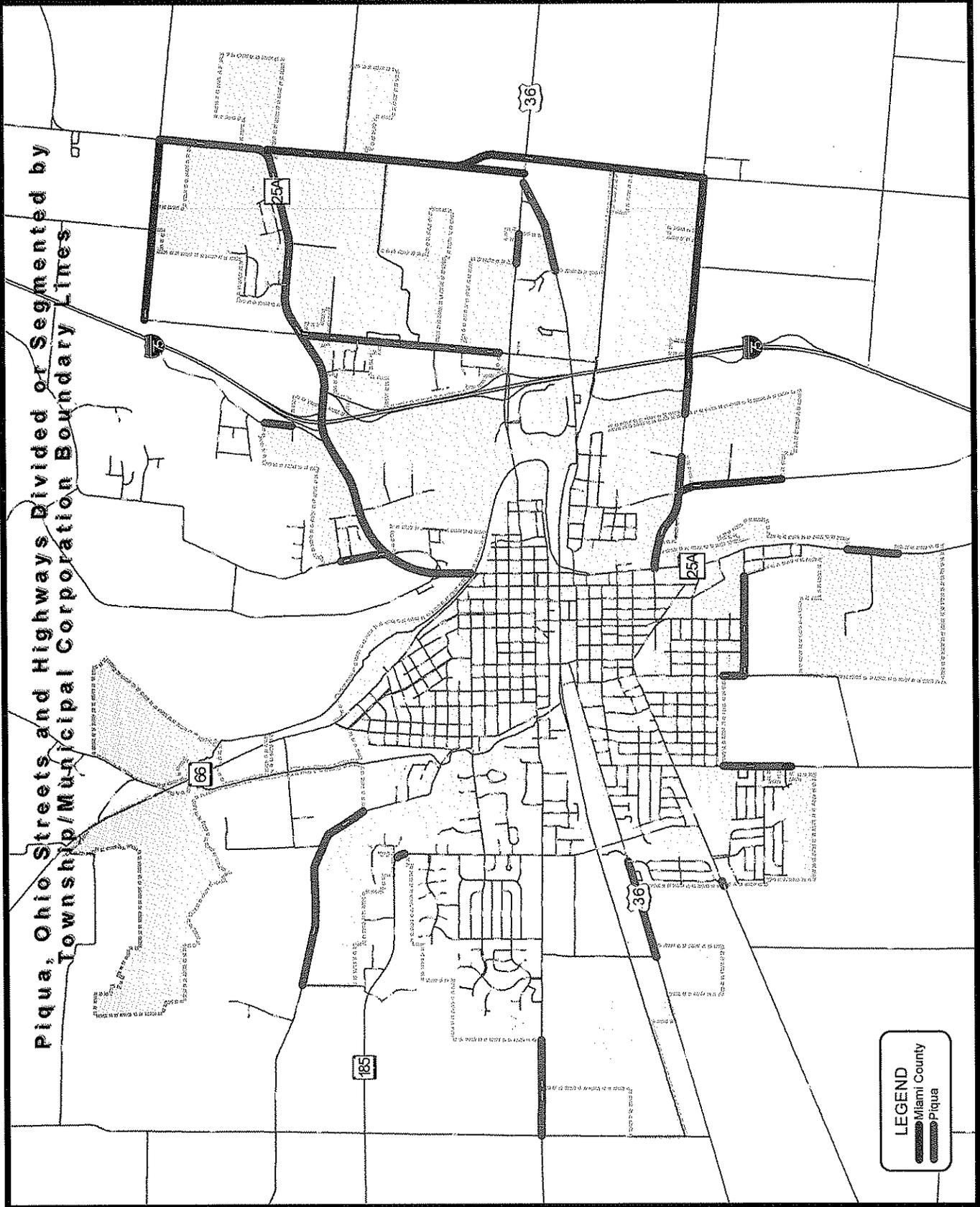


EXHIBIT B

**Piqua, Ohio Streets and Highways Divided or Segmented by Municipal Corporation/Unincorporated Area Boundary Lines
List of Roadways**

SEGMENT TYPE	ROAD NUMBER	ST PREFIX	STREET NAME	BETWEEN (NEAREST REFERENCE POINT)	LANE MILES IN CITY	LANE MILES IN TWP	MAINTAINED BY
PORTION(S) OF	14		TROY SIDNEY	CR 25A AND STATLER	1.34	0.98	MIAMI
PORTION(S) OF	15		PIQUA TROY	STATLER AND CORP	0.49	0.49	MIAMI
PORTION(S) OF	18	W	STATLER	TROY-SIDNEY AND CROMES	1.07	1.07	MIAMI
ALL OF	29	W	HIGH	CORP AND LAMBERT	0.95	0.27	MIAMI
ALL OF	30		BROWN	CORP AND GLENWOOD	0.05	0.01	MIAMI
ALL OF	35	N	WASHINGTON	ARROWHEAD AND CORP	0.03	0.03	MIAMI
ALL OF	110	N	HARDIN	SR 66 AND CORP	0.00	0.89	MIAMI
ALL OF	192		GARBRY	KIENLE AND CORP	0.20	0.20	MIAMI
ALL OF	197	W	SNODGRASS	CORP AND CORP	0.13	0.13	MIAMI
PORTION(S) OF	25A	N	COUNTY RD 25A	TROY-SIDNEY AND CORP	0.47	0.29	MIAMI
TOTALS					4.72	4.36	MIAMI

SEGMENT TYPE	ROAD NUMBER	ST PREFIX	STREET NAME	BETWEEN (NEAREST REFERENCE POINT)	LANE MILES IN CITY	LANE MILES IN TWP	MAINTAINED BY
PORTION(S) OF	18	E	GARNSEY	GMR AND STAUNTON	0.29	0.14	PIQUA
PORTION(S) OF	18	W	STATLER	PIQUA-TROY AND LONG	0.30	0.30	PIQUA
ALL OF	28		ECHO LAKE	MOFFETT AND CORP	1.09	1.09	PIQUA
ALL OF	35	N	WASHINGTON	MANIER AND ARROWHEAD	0.32	0.37	PIQUA
ALL OF	114		WASHINGTON	CORP AND SR 66	0.17	0.00	PIQUA
ALL OF	115		HEMIM	LEE AND GORDON	0.55	0.55	PIQUA
ALL OF	194		LOONEY	CORP AND CR 25A	2.33	2.12	PIQUA
ALL OF	14B		CR 14B	CR 25A AND TROY-SIDNEY	0.04	0.04	PIQUA
ALL OF	18A		BRIDGE	GARNSEY AND GMR	0.11	0.11	PIQUA
ALL OF	197A		COUNTRY CLUB	SCARBROUGH AND CORP	0.16	0.16	PIQUA
ALL OF	25A	N	COUNTY RD 25A	GMR AND HETZLER	0.00	2.41	PIQUA
ALL OF	25A	N	COUNTY RD 25A	RR AND CORP	0.29	1.07	PIQUA
ALL OF	25A	N	COUNTY RD 25A	CORP AND CORP	0.00	1.14	PIQUA
TOTALS					5.65	9.50	PIQUA

ROADWAY MAINTENANCE AGREEMENT
MAINTENANCE OF STREETS AND HIGHWAYS SPLIT BY MUNICIPAL CORPORATION/UNINCORPORATED AREA JURISDICTIONAL BOUNDARY LINES

This Agreement is made and entered into this ____ day of _____, 2012, by and between the **CITY OF PIQUA, OHIO, CITY MANAGER**, (“City”) and the **BOARD OF COUNTY COMMISSIONERS, MIAMI COUNTY, OHIO** (“County”).

RECITALS:

- A. The City and County are required to render and perform duties and responsibilities incidental to the maintenance of streets and highways located within the jurisdictional boundaries of their respective agency.
- B. The City and County have the authority to act on behalf of their respective agency in rendering and performing the aforementioned duties and responsibilities.
- C. The City and County have mutual concerns and interests in connection with the maintenance of streets and highways divided or segmented by the boundary line between an unincorporated area and the municipal corporation.
- D. The City and County recognize that roadway maintenance materials and services can be rendered and performed more efficiently and effectively when maintenance of the entire width of the street or highway is delivered by a single agency.
- E. The City and County desire to render and perform roadway maintenance on certain segments of streets and highways within the jurisdictional boundaries of the other agency where a street or highway is divided or segmented by the boundary line between an unincorporated area and the municipal corporation, and desire to so in an equitable manner beneficial to both agencies, as further described by this Agreement any exhibits or attachments hereto.

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, and in accordance with the exhibits or attachments included herewith and indentified herein, the parties hereto agree the agency identified as the responsible party for each street and highway segment shown on the document titled Exhibit A, Piqua, Ohio Streets and Highways Divided or Segmented by Municipal Corporation/Unincorporated Area Boundary Lines - Map, and as listed on the document titled Exhibit B, Piqua, Ohio Streets and Highways Divided or Segmented by Municipal Corporation/Unincorporated Area Boundary Lines - List of Roadways, shall be responsible for the cost to provide all services, including but not limited to the equipment,

material, and labor, incidental and necessary to perform the activities listed and described under the heading “Maintenance Responsibilities Transferred” in a timely and efficient manner that is consistent with the delivery of like materials and services to the other streets and highways within the jurisdiction of the responsible agency; and, further agree that the delivery of the items listed and described under the heading “Maintenance Responsibilities Retained” will be the responsibility of the agency with jurisdiction based upon the location of the boundary line defining the limits of the township and municipal jurisdictions affecting divided or segmented streets or highways.

SEC 1. MAINTENANCE RESPONSIBILITIES TRANSFERRED

- (a) Removal of Snow and Ice. This shall include but not be limited to all pretreatment, salting, and snow plowing operations.
- (b) Roadway Obstructions. This shall include but not be limited to fallen or partially fallen trees, limbs or branches, or road debris, animals, or other unauthorized or unintended obstructions of the roadway.
- (c) Grass and Weed Control. This shall include but not be limited to mowing, weed-eating and spraying operations.
- (d) Pavement and Shoulder Maintenance. This shall include but not be limited to pavement markings, sealing, berming, base spot repair, cold-mix and hot-mix pavement spot repair, and milling and resurfacing operations.
- (e) Culvert Maintenance. This shall include but not be limited to repair and replacement of culverts that are not otherwise the responsibility of the County Engineer as part of the County’s bridge and culvert maintenance obligations.

SEC 2. MAINTENANCE RESPONSIBILITIES RETAINED

- (a) Address Assignments. This shall include but not be limited to all permitting and administrative services incidental and necessary to assigning and maintaining address assignments and control of mailbox locations.
- (b) Right of Way Work and Access Permits. This shall include but not be limited to all permitting and administrative services incidental and necessary to issuing permits and inspecting work to be performed within, or the establishment of access to, the public right of way or street or highway easement.

- (c) Drainage Maintenance. This shall include but not be limited to cleaning and maintaining ditch channels, curb lines, catch basins and roadside drainage inlets.
- (d) Sign Maintenance. This shall include but not be limited to installation, repair, and replacement of highway signs and sign posts.
- (e) Sight Distance Obstructions. This shall include but not be limited to trees and other vegetation, crops, fences, and unauthorized occupancies of the right of way.
- (f) Guardrail Maintenance. This shall include but not be limited to installation, repair and replacement of guardrail and guardrail posts.

SEC 3. EXECUTION AND MAINTENANCE OF AGREEMENT

1. All matters related to the implementation of this Agreement, and the discharge of duties and responsibilities of each of the parties hereunto pursuant to its terms and conditions shall be affected and completed in full compliance with any and all applicable laws and regulations, State, Federal and local, including, but not limited to, prevailing wage standards.
2. This document and Agreement, and the terms and conditions set forth herein, without reference to any material, document, or information outside the boundary of the same, shall constitute the full and complete agreement in these regards by and among the parties hereto, and shall create by and among the same only the relationship, obligations, and commitments expressly set forth herein and imposed hereby.
3. Both parties hereto covenant and agree to hold harmless each other with respect to this Agreement or any action or omission related thereto.
4. This Agreement may be amended, but only by written document signed by all parties hereto.
5. This Agreement may be terminated upon either party providing the other with written notice of intent to terminate the Agreement no less that 90 days in advance of the termination effective date.

IN WITNESS WHEREOF, the City Manager and the County have executed this Agreement, effective as of the date and year set forth on the first page, although the parties have actually signed the dates set forth opposite their respective signatures.

CITY OF PIQUA, OHIO

IN WITNESS WHEREOF, the City Commission has authorized the execution of this AGREEMENT under the authority of Resolution No. _____, passed on the ____ day of _____, 2012

By: _____
Gary A. Huff
City Manager
City of Piqua
Date _____

Approved as to form

By: _____
Stacy M. Wall
Law Director
City of Piqua
Date _____

MIAMI COUNTY, OHIO

IN WITNESS WHEREOF, the Board of County Commission has authorized the execution of this AGREEMENT under the authority of Resolution No. _____, passed on the ____ day of _____, 2012

BOARD OF COUNTY COMMISSIONERS, MIAMI COUNTY, OHIO

By: _____
Richard L. Cultice
Date _____

By: _____
John F. Evans
Date _____

By: _____
John W. O'Brien
Date _____

Approved as to form

By: _____
Gary Nasal
Prosecuting Attorney
Miami County
Date _____