

**REGULAR PIQUA CITY COMMISSION MEETING
TUESDAY, DECEMBER 17, 2013
7:30 P.M. – COMMISSION CHAMBER – 2nd FLOOR
201 WEST WATER STREET
PIQUA, OHIO 45356**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

REGULAR CITY COMMISSION MEETING

EXECUTIVE SESSION

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

CONSENT AGENDA

1. **APPROVAL OF MINUTES**
Approval of the minutes from the December 3, 2013 Regular City Commission Meeting

OLD BUSINESS

2. **ORD. NO. 16-13 (3rd Reading)**
An amended Ordinance to make appropriations for the City of Piqua, Ohio for the year 2014
3. **ORD. NO. 17-13 (3rd Reading)**
An Ordinance repealing Schedule A-1 of Chapter 33 of the Piqua Code and adopting a new Schedule A-1 of Chapter 33 of the Piqua Code, relating to wages of certain Municipal Employees
4. **ORD. NO. 18-13 (2nd Reading)**
An Ordinance amending Chapter 55.31 – Storm Water Fees established of the Piqua Municipal Storm Water Management

NEW BUSINESS

5. **ORD. NO. 19-13 (1st Reading)**
An Emergency Ordinance to make Appropriations for the City of Piqua, Ohio for the year 2013
6. **ORD. NO. 20-13 (1st Reading)**
An Ordinance repealing Schedule A of Chapter 33 of the Piqua Code and adopting a new Schedule A of Chapter 33 of the Piqua Code, relating to wages of certain Municipal Employees
7. **RES. NO. R-145-13**
A Resolution authorizing the City Manager to apply for City Membership to American Municipal Power, Inc.
8. **RES. NO. R-146-13**
A Resolution retaining the services of Cooperative Response Center, Inc. to provide Professional Customer Call Answering and Dispatch Services for the Power System

9. RES. NO. R-147-13
A Resolution authorizing the City Purchasing Agent to purchase #2 fuel on the open and spot market
10. RES. NO. R-148-13
A Resolution retaining the services of Sawvel and Associates to provide Professional Consulting and Engineering Services for the Power System
11. RES. NO. R-149-13
A Resolution authorizing payment to the Dayton Power & Light Company to facilitate the elimination of costly and unreliable data lines connecting Piqua Power System to DP & L Electric Transmission Facilities
12. RES. NO. R-150-13
A Resolution opposing the passage of House Bill 5 by the Ohio General Assembly and encouraging the adoption of the changes recommended by the Ohio Municipal League
13. RES. NO. R-151-13
A Resolution authorizing transfers of cash from the General Fund to the other funds for the Fiscal Year 2013
14. RES. NO. R-152-13
A Resolution authorizing transfers of cash from the General Fund to the other funds for the Fiscal Year 2014
15. RES. NO. R-153-13
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)
16. RES. NO. R-154-13
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)

OTHER

Monthly Reports – October 2013

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

COMMISSIONERS COMMENT

ADJOURNMENT

**MINUTES
PIQUA CITY COMMISSION
Tuesday, December 3, 2013
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 Terry, Wilson, Vogt, and Martin.

REGULAR CITY COMMISSION MEETING

Consent Agenda

Approval of Minutes

Approval of the minutes from the November 19, 2013 Regular Piqua City Commission Meeting.

RES. NO. R- 137-13

A Resolution reappointing a member to the Miami County Council

Commissioner John Martin was reappointed to the Miami County Council for a two year term to expire on December 31, 2015.

RES. NO. R-138-13

A Resolution reappointing a member to the Piqua Energy Board

Commissioner William Vogt was reappointed to the Piqua Energy Board for a two year term to expire on December 31, 2015.

RES. NO. R-139-13

A Resolution reappointing a member to the Piqua Energy Board

Commissioner John Martin was reappointed to the Piqua Energy Board for a two year term to expire on December 31, 2015.

Moved by Commissioner Martin, seconded by Commissioner Wilson, to adopt the minutes of the November 19, 2013 City Commission Meeting and the Consent Agenda. Voice vote, Aye: Martin, Fess, Vogt, Terry, and Wilson. Nay: None. Motion carried unanimously.

Old Business

ORD. NO. 16-13 (2nd Reading)

An Ordinance to make appropriations for the City of Piqua, Ohio for the year 2014

Finance Director/Assistant City Manager Cynthia Holtzaple stated the City is required to present and pass the 2014 Annual Budget by the end of the 2013 year. This is the second reading of Ordinance No. 16-13. Commission reviewed the Department Budgets on November 14 and November 21, and no changes were made.

Public Comment

No one came forward to speak for or against Ordinance No. 16-13.

Ordinance No. 16-13 was given a second reading.

ORD. NO. 17-13 (2nd Reading)

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

Finance Director/Assistant City Manager Cynthia Holtzapple stated this is the second reading of Ordinance No. 17-32. The State of Ohio will increase the minimum wage effective January 1, 2014 from \$7.85 per hour to \$7.95 per hour. The wages on Schedule A-1 have been changed to reflect this increase. This is the only change that was made to Schedule A-1, said Ms. Holtzapple.

Public Comment

No one came forward to speak for or against Ordinance No. 17-13.

Ordinance No. 17-13 was given a second reading.

NEW BUSINESS

ORD. NO. 18-13 (1st Reading)

An Ordinance amending Chapter 55.31-Storm Water Fees established of the Piqua Municipal Storm Water Management

Devon Alexander, Storm Water Coordinator provided a brief overview of the reason for the increase at this time. Increasing the rates was discussed at the Budget Meetings, and it was determined the rates for Storm Water Utilities would be increased in 2014 from \$5.20 to \$5.70 per ERU, in 2015 from \$5.70 to \$6.20 per ERU, and in 2016 from \$6.20 to \$6.70 per ERU. The rate increase will help cut projected deficits in the Storm Water Budget, with additional revenues of about \$71,000 per year, stated Mr. Alexander. Mayor Fess asked Mr. Alexander to explain what the Storm Water Department is and their function within the city. Mr. Alexander gave a brief explanation on what the Storm Water Department provides.

Several questions were raised concerning the cost per ERU for residential and businesses, and if there are any cost savings for the commercial customers. Mr. Alexander explained some of the ways commercial customers can take advantage of cost savings.

Public Comment

Mike Sloan, Delaware Drive came forward and inquired about the total of the cost savings. Brad Boehringer, Mound Street, voiced his concerns about the new Storm Water fee increases for businesses. Mr. Boehringer also stated the City of Piqua should send a message to Congress about the mandates they are proposing on communities.

Mayor Fess stated other surrounding communities are facing the same increases. Cindy Holtzapple stated her community charges residential customers \$20 per month and \$80 per month for commercial users.

Ordinance No. 18-13 was given a first reading.

RES. NO. R- 140-13

A Resolution authorizing a purchase order to Laguna Tools, Inc. for the purchase of a new CNC router sign machine for the Public Works Department

Doug Harter, Public Works Director stated previously the city had to purchase non-metal signs from outside companies at a significant cost. The new CNC router will give the city the ability to design and make signs out of wood, plastic, or Styrofoam as needed.

Public Comment

No one came forward to speak for or against Resolution No. R-140-13.

Moved by Commissioner Terry, seconded by Commissioner Martin, that Resolution No. R-140-13 be adopted. Roll call, Aye: Wilson, Fess, Vogt, Terry, and Martin. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-140-13 adopted.

RES. NO. R-141-13

A Resolution authorizing a purchase order to Barrett Paving Material Inc. as the primary supplier, and Valley Asphalt Corp. as the secondary supplier of hot mix for the 2014 Street and Alley Maintenance Program

Doug Harter, Public Works Director stated the Purchasing Analyst sent out bids to several companies and bids were received on November 21, 2013. In the past the city has purchased asphalt from both Valley Asphalt and Barrett Paving depending who had the mix available that was needed at the time. A Purchase Order will be issued to both Barrett Paving and Valley Asphalt for the purchase of 402 & 404 asphalt to ensure the asphalt will be available as needed, stated Mr. Harter.

Public comment

No one came forward to speak for or against Resolution No. R-141-13.

Moved by Commissioner Vogt, seconded by Commissioner Terry, that Resolution No. R-141-13 be adopted. Roll call, Aye: Vogt, Wilson, Terry, Martin, and Fess. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-141-13 adopted.

RES. NO. R-142-13

A Resolution authorizing a purchase order to Piqua Materials, Inc. as a supplier of stone and cold patch for the 2014 Street and Alley Maintenance Program

Doug Harter, Public Works Director stated bids were sent out to several companies and were received on November 21, 2013. The Barrett paving plant is located in Moraine and Valley Asphalt is located on Dryden Rd. In light of the plants being out of the area it is recommended purchasing all stone and cold patch from Piqua Materials due to the close proximity of their plant to the work areas.

Public comment

No one came forward to speak for or against Resolution No. R-142-13.

Moved by Commissioner Martin, seconded by Commissioner Vogt, that Resolution No. R-142-13 be adopted. Roll call, Aye: Fess, Martin, Vogt, Terry, and Wilson. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-142-13 adopted.

RES. NO. R- 143-13

A Resolution authorizing the City Manager to enter into an agreement with T+M Associates, Inc. for work funded through the United States Environmental Protection Agency Brownfield Assessment Grant Program received by the City of Piqua at a cost not to exceed \$192,000

Bill Murphy, Economic Development Director/Assistant City Manager, stated the information would also apply to the next Resolution, Resolution No. R-144-13. Earlier this year the City of Piqua received a series of two grants from the United States Environmental Protection Agency in the combined amount of \$400,000 to undertake Phase I and Phase II Environmental Assessments in the City of Piqua. This grant will allow the city of Piqua to perform necessary environmental studies on suspected Brownfields to help redevelop abandoned commercial areas.

Seven proposals were received and reviewed with two firms were adjudicated to be most qualified; Burgess and Niple, Inc., and T+M Associates Inc. The City of Piqua will have until September 30, 2016 to complete up to twenty Phase I environmental assessments, and up to eight Phase II environmental assessments, stated Mr. Murphy.

Public Comment

No one came forward to speak for or against Resolution No. R-143-13.

Moved by Commissioner Wilson, seconded by Commissioner Terry, that Resolution No. R-143-13 be adopted. Roll call, Aye: Wilson, Fess, Vogt, Terry, and Martin. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-143-13 adopted.

RES. NO. R-144-13

A Resolution authorizing the City Manager to enter into an agreement with Burgess and Niple, Inc. for work funded through the United States Environmental Protection Agency Brownfield Assessment Grant Program received by the City of Piqua at a cost not to exceed \$192,000

Bill Murphy, Economic Development Director/Assistant City Manager previously explained . Seven proposals were received and reviewed with two firms being adjudicated to be most qualified, T+M Associates and Burgess and Niple, Inc. were chosen. The City of Piqua will have until September 30, 2016 to complete up to twenty Phase I environmental assessments, and up to eight Phase II environmental assessments, stated Mr. Lutz.

Mayor Fess asked Mr. Murphy to explain the different Phases and how they relate to the grants.

City Manager Huff further explained why this is very important to the city.

Public Comment

No one came forward to speak for or against Resolution No. R-144-13.

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-144-13 be adopted. Roll call, Aye: Wilson, Fess, Vogt, Terry, and Martin. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-144-13 adopted.

PUBLIC COMMENT

Mike Sloan, Delaware Drive came forward and voiced concern over the testing of the water runoff.

City Manager's Report

City Manager Huff stated there are several upcoming events and they include:

- December 6, Christmas on the Green Downtown Piqua
- December 7, Holly Jolly Run
- December 7, Christmas Parade Downtown Piqua
- December 8, 2nd Annual Holiday Cabaret-Fort Piqua Plaza Ballroom
- December 13, Piqua Arts Council, Art Walk
- December 12 Ribbon Cutting of Can't Stop Running, and 311 Brew House, downtown Piqua

City Manager Huff announced the Arrowhead Subdivision has been accepted into the City and the streets are now complete.

City Manager Huff stated starting Saturday, December 7, the Piqua Daily Call will begin running a series of articles on the "Good Things Happening in Piqua" for the next several Saturdays.

Commissioners Comments

Commissioner Wilson reminded citizens to continue cleaning up their leaves and to contact the Street Department leaf hotline at 937-778-2047 for pick up.

Commissioner Wilson invited citizens to attend the annual Christmas tree lighting on December 6, at 7:00 P.M. on the square downtown Piqua.

Commissioner Wilson also reminded citizens that tickets are still available for the 2nd Annual Holiday Cabaret on Sunday December 8th at 7:00 P.M..

Commissioner Terry stated if citizens want to get into the Christmas Spirit there are Salvation Army Angel Tree's all over the city in various locations, where they can pick a child's name and purchase a gift to help make their Christmas a little brighter this year.

Commissioner Terry reminded citizens the Christmas light display is on again this year at the corner of Broadway and Lindsey Street, and invited everyone to drive by.

Commissioner Terry encouraged citizens to come out and enjoy the many events going on this weekend in the City of Piqua.

Commissioner Martin encouraged citizens to get out and enjoy the events this weekend.

Commissioner Vogt stated "Santa Claus is Coming to Town" and will be in the parade on Saturday!!!

Mayor Fess encouraged citizens to take advantage of all of the wonderful things going on in the City of Piqua.

Moved by Commissioner Vogt, seconded by Commissioner Martin, to adjourn from the Regular Commission Meeting at 8:15 P.M. Voice vote, Aye: Martin, Wilson, Terry, Vogt, and Fess. Nay, None.

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

ORDINANCE NO. 16-13
AN AMENDED ORDINANCE TO MAKE APPROPRIATIONS FOR THE
CITY OF PIQUA, OHIO FOR THE YEAR 2014

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

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

<u>ACCOUNT</u>	<u>2014</u> <u>APPROPRIATIONS</u>
<u>City Building</u>	
Operation and Maintenance	\$98,230
Allocated Expenses	(\$7,066)
TOTAL	\$91,164
<u>City Commission</u>	
Personal Services/Administrative Support	\$34,618
Operation and Maintenance	\$52,097
TOTAL	\$86,715
<u>City Manager</u>	
Personal Services/Administrative Support	\$235,584
Operation and Maintenance	\$30,637
Allocated Expenses	(\$194,873)
TOTAL	\$71,348
<u>Civil Service</u>	
Operation and Maintenance	\$16,292
TOTAL	\$16,292
<u>Engineering</u>	
Personal Services/Administrative Support	\$349,493
Operation and Maintenance	\$33,253
Allocated Expenses	(\$325,876)
Capital	\$17,500
TOTAL	\$74,370
<u>Finance</u>	
Personal Services/Administrative Support	\$496,614
Operation and Maintenance	\$27,105
Allocated Expenses	(\$362,725)
TOTAL	\$160,994
<u>Health</u>	
Personal Services/Administrative Support	\$253,758
Operation and Maintenance	\$111,050
TOTAL	\$364,808
<u>Law</u>	
Personal Services/Administrative Support	\$216,386
Operation and Maintenance	\$19,036
Allocated Expenses	(\$140,311)
TOTAL	\$95,111
<u>Income Tax</u>	
Personal Services/Administrative Support	\$185,581
Operation and Maintenance	\$275,957
TOTAL	\$461,538
<u>Planning & Zoning</u>	
Personal Services/Administrative Support	\$184,611
Operation and Maintenance	\$70,683
Non Government/Transfers/Refunds	\$100
TOTAL	\$255,394
<u>General Government</u>	
Operation and Maintenance	\$278,733
Non Government/Transfers/Refunds	\$100
TOTAL	\$278,833
<u>Human Resources</u>	
Personal Services/Administrative Support	\$176,892
Operation and Maintenance	\$21,718
Allocated Expenses	(\$172,988)
TOTAL	\$25,622
<u>Purchasing</u>	
Personal Services/Administrative Support	\$83,003
Operation and Maintenance	\$4,938
Allocated Expenses	(\$85,959)
TOTAL	\$1,982

Transfers

Transfer to NIT Fund 104	\$40,288
Transfer to Parks Fund 105	\$100,000
Transfer to Safety Fund 106	\$3,550,000
Transfer to Forest Hill Mausoleum Fund 110	\$1,050
Transfer to Pro Piqua Fund 128	\$62,000
Transfer to Golf 409	\$250,000
Transfer to Ft. Piqua Plaza 410	\$200,000
Transfer to Swimming Pool Fund 415	\$105,000

TOTAL \$4,308,338

TOTAL GENERAL FUND \$6,292,509

SEC. 2: That there be appropriated from the STREET DEPARTMENT FUND (101)

Personal Services/Administrative Support	\$919,531
Operation and Maintenance	\$1,817,470
Capital Outlay (including labor)	\$256,500

TOTAL \$2,993,501

SEC. 3: That there be appropriated from the STREET INCOME TAX FUND (103)

Operation and Maintenance	\$2,097,590
Capital Outlay (including labor)	\$1,956,211
Non Government/Transfers/Refunds	\$173,754
Allocated Expenses	(\$60,000)

TOTAL \$4,167,555

SEC. 4: That there be appropriated from the NEIGHBORHOOD IMPROVEMENT PROGRAM FUND (104)

Personal Services/Administrative Support	\$10,713
Operation and Maintenance	\$29,575

TOTAL \$40,288

SEC. 5: That there be appropriated from the PARK AND RECREATION FUND (105)

Personal Services/Administrative Support	\$243,269
Operation and Maintenance	\$223,525
Capital Outlay (including labor)	\$151,000
Non Government/Transfers/Refunds	\$200

TOTAL \$617,994

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

009 Fire Department

Personal Services/Administrative Support	\$3,395,984
Operation and Maintenance	\$416,708
Capital Outlay (including labor)	\$170,000
Non Government/Transfers/Refunds	\$71,016

TOTAL \$4,053,708

014 Police Department

Personal Services/Administrative Support	\$3,682,921
Operation and Maintenance	\$651,399
Capital Outlay (including labor)	\$118,243
Non-Government/Transfers/Refunds	\$17,109

TOTAL \$4,469,672

TOTAL PUBLIC SAFETY \$8,523,380

SEC. 7: That there be appropriated from the D.U.I. EDUCATIONAL FUND (109)

Operation & Maintenance	\$6,000
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TOTAL \$6,000

SEC. 8: That there be appropriated from the FOREST HILL MAUSOLEUM FUND (110)

Operation & Maintenance	\$1,050
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TOTAL \$1,050

SEC. 9: That there be appropriated from the MANDATORY DRUG FINE FUND (111)

Operation and Maintenance	\$1,000
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TOTAL \$1,000

SEC. 10:	That there be appropriated from the RENEW PIQUA FUND (114)	
	Operation and Maintenance	<u>\$12,814</u>
	TOTAL	\$12,814
SEC. 11:	That there be appropriated from the CHIP 2012 FUND (117)	
	Operation and Maintenance	<u>\$400,000</u>
	TOTAL	\$400,000
SEC. 12:	That there be appropriated from the C.H.I.P. PROGRAM INCOME FUND (119)	
	Personal Service/Administrative Support	\$960
	Operation and Maintenance	<u>\$29,112</u>
	TOTAL	\$30,072
SEC. 13:	That there be appropriated from the POLICE AUXILIARY FUND (120)	
	Operation & Maintenance	<u>\$2,625</u>
	TOTAL	\$2,625
SEC. 14:	That there be appropriated from the COMMUNITY DEVELOPMENT BLOCK GRANT FUND (122)	
	Operation and Maintenance	<u>\$75,000</u>
	TOTAL	\$75,000
SEC. 15:	That there be appropriated from the WORKER'S COMP FUND (124)	
	Personal Services/Administrative Support	<u>\$200,000</u>
	TOTAL	\$200,000
SEC. 16:	That there be appropriated from the INSURANCE RESERVE FUND (125)	
	Operation & Maintenance	<u>\$325,511</u>
	TOTAL	\$325,511
SEC. 17:	That there be appropriated from the DEMOLITION DEFENSE FUND (126)	
	Non Government/Transfers/Refunds	<u>\$63,000</u>
	TOTAL	\$63,000
SEC. 18:	That there be appropriated from the PRO PIQUA FUND (128)	
	Operation and Maintenance	<u>\$62,000</u>
	TOTAL	\$62,000
SEC. 19:	That there be appropriated from the REVOLVING LOAN FUND (130)	
	Operation and Maintenance	<u>\$60,620</u>
	TOTAL	\$60,620
SEC. 20:	That there be appropriated from the BROWNFIELD EPA GRANT (131)	
	Operation and Maintenance	<u>\$548,010</u>
	TOTAL	\$548,010
SEC. 21:	That there be appropriated from the COMMUNITY DEVELOPMENT FUND (135)	
	Personal Services/Administrative Support	\$235,764
	Operation and Maintenance	\$78,502
	Allocated Expenses	<u>(\$314,266)</u>
	TOTAL	\$0
SEC. 22:	That there be appropriated from the FEMA FUND (139)	
	Personal Services/Administrative Support	<u>\$20,000</u>
	TOTAL	\$20,000
SEC. 23:	That there be appropriated from the AGRICULTURAL REVOLVING LOAN FUND (142)	
	Operation and Maintenance	<u>\$24,250</u>
	TOTAL	\$24,250

SEC. 24:	That there be appropriated from the SPECIAL ASSESSMENT DEBT SERVICE FUND (202)	
Operation and Maintenance		\$24,355
Non Government/Transfers/Refunds		<u>\$30,202</u>
TOTAL		\$54,557
SEC. 25:	That there be appropriated from the OWDA-1995 LOAN WASTEWATER DEBT SERVICE FUND (210)	
Non Government/Transfers/Refunds		<u>\$506,537</u>
TOTAL		\$506,537
SEC. 26:	That there be appropriated from the SIB 25A NOTE '08 FUND (216)	
Non Government/Transfers/Refunds		<u>\$173,755</u>
TOTAL		\$173,755
SEC. 27:	That there be appropriated from the SWIMMING POOL DEBT SERVICE FUND (221)	
Non Government/Transfers/Refunds		<u>\$8,344</u>
TOTAL		\$8,344
SEC. 28:	That there be appropriated from the GOLF COURSE EXPANSION G.O. BONDS DEBT SERVICE FUND (243)	
Non Government/Transfers/Refunds		<u>\$165,479</u>
TOTAL		\$165,479
SEC. 29:	That there be appropriated from the PFDP PENSION G. O. BONDS DEBT SERVICE FUND (249)	
Non Government/Transfers/Refunds		<u>\$39,063</u>
TOTAL		\$39,063
SEC. 30:	That there be appropriated from the WATER TOWER DEBT SERVICE FUND (250)	
Non Government/Transfers/Refunds		<u>\$132,822</u>
TOTAL		\$132,822
SEC. 31:	That there be appropriated from the WATER TOWER DEBT SERVICE FUND 2006 (251)	
Non Government/Transfers/Refunds		<u>\$14,351</u>
TOTAL		\$14,351
SEC. 32:	That there be appropriated from the EQUALIZATION TANK '08 NOTE (OWDA) DEBT SERVICE FUND (254)	
Non Government/Transfers/Refunds		<u>\$303,393</u>
TOTAL		\$303,393
SEC. 33:	That there be appropriated from the FIRE EQUIPMENT '08 G.O. NOTE FUND (255)	
Non/Government/Transfers/Refunds		<u>\$49,063</u>
TOTAL		\$49,063
SEC. 34:	That there be appropriated from the WATER PLANT OWDA DEBT SERVICE FUND (256)	
Non/Government/Transfers/Refunds		<u>\$8,606,900</u>
TOTAL		\$8,606,900
SEC. 35:	That there be appropriated from the WASTEWATER PLANT ENGINEERING DEBT SERVICE FUND (257)	
Non/Government/Transfers/Refunds		<u>\$1,375,850</u>
TOTAL		\$1,375,850
SEC. 36:	That there be appropriated from the GOLF EQUIPMENT LEASE '14 DEBT SERVICE FUND (260)	
Non/Government/Transfers/Refunds		<u>\$243,000</u>
TOTAL		\$243,000

SEC. 37:	That there be appropriated from the POWER SYSTEM FUND (401)	
	Personal Services/Administrative Support	\$2,168,982
	Operation and Maintenance	\$24,683,293
	Capital Outlay (including labor)	\$2,145,466
	Overhead Transfers	(\$180,000)
	TOTAL	\$28,817,741
SEC. 38:	That there be appropriated from the WATER SYSTEM FUND (403)	
	Personal Services/Administrative Support	\$1,269,564
	Operation and Maintenance	\$2,965,491
	Capital Outlay (including labor)	\$9,397,540
	Non Government/Transfers/Refunds	\$147,172
	TOTAL	\$13,779,767
SEC. 39:	That there be appropriated from the WASTEWATER SYSTEM FUND (404)	
	Personal Services/Administrative Support	\$1,187,101
	Operation and Maintenance	\$1,124,935
	Capital Outlay (including labor)	\$2,106,850
	Non Government/Transfers/Refunds	\$809,929
	TOTAL	\$5,228,815
SEC. 40:	That there be appropriated from the GARBAGE AND REFUSE FUND (405)	
	Personal Services/Administrative Support	\$527,297
	Operation and Maintenance	\$1,229,943
	Capital Outlay (including labor)	\$175,000
	TOTAL	\$1,932,240
SEC. 41:	That there be appropriated from the CITY INCOME TAX ADMINISTRATION FUND (407)	
	Non Government/Transfers/Refunds	\$7,750,000
	TOTAL	\$7,750,000
SEC. 42:	That there be appropriated from the INFORMATION TECHNOLOGY FUND (408)	
	Personal Services/Administrative Support	\$337,956
	Operation and Maintenance	\$248,469
	Capital Outlay (including labor)	\$106,500
	TOTAL	\$692,925
SEC. 43:	That there be appropriated from the GOLF COURSE FUND (409)	
	Personal Services/Administrative Support	\$287,835
	Operation and Maintenance	\$348,300
	Capital Outlay (including labor)	\$180,000
	Non Government/Transfers/Refunds	\$230,776
	TOTAL	\$1,046,911
SEC. 44:	That there be appropriated from the FORT PIQUA PLAZA FUND (410)	
	Operation & Maintenance	\$288,175
	Non Government/Transfers/Refunds	\$3,500
	TOTAL	\$291,675
SEC. 45:	That there be appropriated from the STORMWATER UTILITY FUND (411)	
	Personal Services/Administrative Support	\$395,547
	Operation and Maintenance	\$379,646
	Capital Outlay (including labor)	\$281,000
	TOTAL	\$1,056,193
SEC. 46:	That there be appropriated from the METER READERS FUND (412)	
	Personal Services/Administrative Support	\$203,466
	Operation and Maintenance	\$40,453
	Allocated Expenses	(\$243,919)
	TOTAL	\$0
SEC. 47:	That there be appropriated from the UTILITIES BUSINESS OFFICE FUND (413)	
	Personal Services/Administrative Support	\$496,567
	Operation and Maintenance	\$402,566
	Non Government/Transfers/Refunds	\$5,000
	Allocated Expenses	(\$904,133)
	TOTAL	\$0

SEC. 48:	That there be appropriated from the SWIMMING POOL FUND (415)	
	Personal Services/Administrative Support	\$80,266
	Operation and Maintenance	\$82,077
	Non Government/Transfers/Refunds	\$8,654
	TOTAL	\$170,997
SEC. 49:	That there be appropriated from the UNCLAIMED TRUST (606)	
	Non Government/Transfers/Refunds	\$1,750
	TOTAL	\$1,750
SEC. 50:	That there be appropriated from the LAW ENFORCEMENT TRUST (609)	
	Non Government/Transfers/Refunds	\$12,500
	TOTAL	\$12,500
SEC. 51:	That there be appropriated from the CONSERVANCY FUND (611)	
	Operation and Maintenance	\$38,281
	TOTAL	\$38,281
SEC. 52:	That there be appropriated from the CITY HEALTH INSURANCE FUND (614)	
	Operation and Maintenance	\$5,000
	Capital Outlay (including labor)	\$100,000
	TOTAL	\$105,000
SEC. 53:	That there be appropriated from the EMPLOYEE FLEXIBLE SPENDING FUND (615)	
	Administrative Support	\$175,000
	TOTAL	\$175,000
SEC. 54:	That there be appropriated from the WEED CUTTING FUND (735)	
	Operation and Maintenance	\$500
	TOTAL	\$500
SEC. 55:	That the sums appropriated are actual expenditures for goods and services or other government functions performed in the calendar year 2014. Future commitments representing encumbrances of fund balance or future receipts will be appropriated in the future year when those services or goods are rendered to the city.	
SEC. 56:	That the sums expended from the appropriations and which are proper charges against any other department or against any person, firm or corporation which are repaid with the period covered by such appropriations shall be considered reappropriated for such original purposes; provided, that the net total of expenditures under any item of said appropriations shall not exceed the amount of the item.	
SEC. 57:	That the Director of Finance is hereby authorized and directed to draw her warrant upon the City Treasury for the amounts appropriated in this order when claims are properly presented and approved, the same to be chargeable to the appropriations for the year 2014 when passed and legally contracted for in conformity by law.	
SEC. 58:	That the Finance Director at the discretion of the City Manager make temporary advances from the General Fund to any Fund to cover temporary shortages of cash until revenues or permanent transfers become available to repay that temporary advance. That these advances shall not exceed \$1,000,000 in the aggregate nor extend past December 31, 2014; except those that are to be reimbursed by federal, state or other grant programs that were previously approved by this Commission.	
SEC. 59:	That all ordinances, or parts of ordinances, inconsistent with this ordinance be and they are hereby repealed.	

1st Reading 11/19/2013
2nd Reading 12/3/2013

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____

REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	November 13, 2013 December 3, 2013		
REPORT TITLE (Should match resolution/ordinance title)	An Ordinance to make appropriations for the City of Piqua, Ohio for the year 2014.		
SUBMITTED BY	Name & Title: Cynthia Holtzapple, Assistant City Manager, Finance Director Department: Finance		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input type="checkbox"/> Department Director;		<input type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	We are required to present and pass the 2014 Annual Budget by the end of the year. This is the first of three readings of this ordinance with the Commission reviewing the Department Budgets on November 14 and November 21, 2013.		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$97,240,588	
	Expenditure \$:	\$97,240,588	
	Source of Funds:	Various	
	Narrative:		
OPTIONS (Include Deny /Approval Option)	1.	Approve Ordinance No. 16-13 accepting the Ordinance to make Appropriations for the City of Piqua for the year 2014	
	2.	Approve Ordinance No. 16-13 accepting the Ordinance to make Appropriations for the City of Piqua for the year 2014 with changes being made to the amounts requested.	
PROJECT TIMELINE			
STAFF RECOMMENDATION	We are requesting approval of Ordinance No. 16-13 accepting the Ordinance to make Appropriations for the City of Piqua for the year 2014 after the standard three readings.		
ATTACHMENTS			

ORDINANCE NO. 17-13

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

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

SEC. 1: Schedule A-1 of Chapter 33 of the Piqua Code, as adopted by Ordinance
No. 26-12, is hereby repealed; and

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

SEC. 3: This Ordinance shall take effect and be in force from and after
January 1, 2014.

1st Reading 11-19-2013

2ND Reading 12-3-13

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	November 19, 2013		
REPORT TITLE (Should match resolution/ordinance title)	ORDINANCE NO. 17-13 AN ORDINANCE REPEALING SCHEDULE A-1 OF CHAPTER 33 OF THE PIQUA CODE AND ADOPTING A NEW SCHEDULE A-1 OF CHAPTER 33 OF THE PIQUA CODE, RELATING TO WAGES OF CERTAIN MUNICIPAL EMPLOYEES.		
SUBMITTED BY	Name & Title: Elaine G. Barton		
	Department: Human Resources		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution <input type="checkbox"/> Regular
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 State of Ohio has increased minimum wage effective January 1, 2014 from \$7.85 per hour to \$7.95 per hour. The wages on Schedule A-1 have been changed to reflect this increase. This is the only change made to Schedule A-1.		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	Appropriated in the 2014 budget	
	Expenditure \$:		
	Source of Funds:	Various funds	
	Narrative:		
OPTIONS (Include Deny /Approval Option)	1.	Adopt Ordinance No. 17-13	
	2.	Reject Ordinance No. 17-13	
	3.	Provide staff with an alternate recommendation	
	4.		
PROJECT TIMELINE	January 1, 2014		
STAFF RECOMMENDATION	Staff recommends the passage of Ordinance No. 17-13. The pay rates for positions currently at minimum wage must be increased to the new minimum wage rate as set by the State of Ohio.		
ATTACHMENTS	Schedule A-1; 2014 Minimum Wage Poster		

CLASSIFICATION/ TITLE	HOURLY RATE	
CLERK TYPIST (CO-OP STUDENT)	\$7.95	
CITY CLERK*	\$7.95	
CLERK TYPIST A	\$7.95	
CLERK TYPIST B	\$7.95	
RECORDS & DATA ENTRY CLERK	\$7.95	
ACCOUNT CLERK*	\$10.14	
SECRETARY I*	\$10.44	
SECRETARY II*	\$12.06	
ADMINISTRATIVE SECRETARY*	\$15.83	
ENGINEERING CO-OP I (STUDENT)	\$9.67	
ENGINEERING CO-OP II (STUDENT)	\$10.54	
ENGINEERING CO-OP III (STUDENT)	\$11.35	
ENGINEERING CO-OP IV (STUDENT)	\$12.21	
PLANNING TECHNICIAN	\$16.81	
INTERNS	\$7.95 to \$12.61	
PARKING CONTROL OFFICER	\$8.08	
ANIMAL CONTROL OFFICER	\$7.95	
POWER DISTRIBUTION STOREKEEPER	\$15.76	
PLUMBING INSPECTOR	\$19.48	
CONSTRUCTION INSPECTOR	\$19.48	
PUBLIC HEALTH NURSE	\$19.48	
STREET SWEEPER	\$10.20	
LABORER A	\$7.95	
LABORER B	\$8.43	
LABORER C	\$9.36	
CUSTODIAN	\$7.95	
REFUSE COLLECTOR	\$7.95	
MAINTENANCE WORKER	\$7.95	
STREET DEPT. MAINTENANCE SUPV.	\$10.11	
SEASONAL GOLF COURSE MAINT. LABORER A	\$7.95	plus free golf**
SEASONAL GOLF COURSE MAINT. LABORER B	\$8.43	plus free golf**
SEASONAL GOLF COURSE MAINT. LABORER C	\$9.36	plus free golf**
SUMMER GOLF COURSE MAINT. LABORER A	\$7.95	plus free golf**
SUMMER GOLF COURSE MAINT. LABORER B	\$7.95	plus free golf**
SUMMER GOLF COURSE MAINT. LABORER C	\$7.95	plus free golf**
GOLF COURSE CLUBHOUSE ATTENDANT	\$7.95	plus free golf**
CART/RANGE ATTENDANT	\$7.95	plus free golf**
FOOD SERVICE ATTENDANT (GOLF)	\$7.95	plus free golf**
LIFEGUARD A	\$7.95	
LIFEGUARD B	\$7.95	
LIFEGUARD C	\$7.95	
TICKET WINDOW ATTENDANT A	\$7.95	
TICKET WINDOW ATTENDANT B	\$7.95	
HEAD TICKET WINDOW ATTEND. A	\$7.95	
HEAD TICKET WINDOW ATTEND. B	\$7.99	
RECREATION LEADER	\$7.95	
RECREATION ASSISTANT	\$7.95	
SPORTS INSTRUCTOR	8.80 to 17.61	
DANCE/FITNESS INSTRUCTOR	8.80 to 17.61	
POOL MANAGER	\$534.94	WEEKLY RATE
ASSISTANT POOL MANAGER A	\$369.60	WEEKLY RATE
ASSISTANT POOL MANAGER B	\$387.24	WEEKLY RATE
HEAD LIFE GUARD A	\$319.17	WEEKLY RATE
HEAD LIFE GUARD B	\$336.82	WEEKLY RATE
ASSISTANT LAW DIRECTOR	\$839.87	WEEKLY RATE

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

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



2014 MINIMUM WAGE

OHIO DEPARTMENT OF COMMERCE
DIVISION OF INDUSTRIAL COMPLIANCE

JOHN R. KASICH
Governor

ANDRE T. PORTER
Director

www.com.ohio.gov

NON-TIPPED EMPLOYEES

A Minimum Wage of

\$7.95 per hour

"Non-Tipped Employees" includes any employee who does not engage in an occupation in which he/she customarily and regularly receives more than thirty dollars (\$30.00) per month in tips.

"Employers" who gross under \$292,000.00 shall pay their employees no less than the current federal minimum wage rate.

"Employers" under the age of 16 shall be paid no less than the current federal minimum wage rate.

"Current Federal Minimum Wage" is \$7.25 per hour.

TIPPED EMPLOYEES

A Minimum Wage of

\$3.98 per hour **PLUS TIPS**

"Tipped Employees" includes any employee who engages in an occupation in which he/she customarily and regularly receives more than thirty dollars (\$30.00) per month in tips. Employers electing to use the tip credit provision must be able to show that tipped employees receive at least the minimum wage when direct or cash wages and the tip credit amount are combined.

OVERTIME

1. An employer shall pay an employee for overtime at a wage rate of one and one-half times the employee's wage rate for hours in excess of forty hours in one work week, except for employers grossing less than \$150,000 per year.

HANDICAPPED RATE

To prevent the curtailment of opportunities for employment and avoid undue hardship to individuals whose earning capacity is affected or impaired by physical or mental deficiencies or injuries, a sub-minimum wage may be paid, as provided in the rules and regulations set forth by the Director of the Ohio Department of Commerce.

RECORDS TO BE KEPT BY THE EMPLOYER

1. Each employer shall keep records for at least three years, available for copying and inspection by the Director of the Ohio Department of Commerce, showing the following information concerning each employee:

- A. Name
- B. Address
- C. Occupation
- D. Rate of Pay
- E. Amount paid each pay period
- F. Hours worked each day and each work week

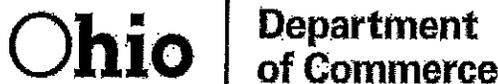
2. The records may be opened for inspection or copying at any reasonable time and no employer shall hinder or delay the Director of the Ohio Department of Commerce in the performance of these duties.

INDIVIDUALS EXEMPT FROM MINIMUM WAGE

1. Any individual employed by the United States;
2. Any individual employed as a baby-sitter in the employer's home, or a live-in companion to a sick, convalescing, or elderly person whose principal duties do not include housekeeping;
3. Any individual employed as an outside salesman compensated by commissions or in a bona fide executive, administrative, or professional capacity, or computer professionals;
4. Any individual who volunteers to perform services for a public agency which is a State, a political subdivision of a State, or an interstate government agency, if
 - (i) the individual receives no compensation or is paid expenses, reasonable benefits, or a nominal fee to perform the services for which the individual volunteered; and
 - (ii) such services are not the same type of services which the individual is employed to perform for such public agency;
5. Any individual who works or provides personal services of a charitable nature in a hospital or health institution for which compensation is not sought or contemplated;
6. Any individual in the employ of a camp or recreational area for children under eighteen years of age and owned and operated by a non-profit organization or group of organizations.
7. Employees of a solely family owned and operated business who are family members of an owner.

For further information about minimum wage issues, please contact: The Ohio Department of Commerce, Division of Industrial Compliance, 6606 Tussing Road, Reynoldsburg, Ohio 43068. Phone: (614) 644-2239. TTY/TDD: 1-800-750-0750.

POST IN A CONSPICUOUS PLACE



ORDINANCE NO. 18-13

AN ORDINANCE AMENDING CHAPTER 55.31 – STORM WATER FEES ESTABLISHED OF THE PIQUA MUNICIPAL STORM WATER MANAGEMENT.

WHEREAS, the raising the storm water utility ERU monthly fee will allow for additional revenue to help cover deficits forecasted in the annual budget.

WHEREAS, the storm water department will be able to start preventative maintenance to the storm water infrastructure within the city.

WHEREAS, the additional funding will relieve the need to secure funding sources from other areas for storm water capital projects.

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:

SECTION 1: That the City of Piqua hereby amends Chapter 55.31 of the Piqua Municipal Storm Water Code as set forth below: (deleted language is indicated by strikethrough and proposed language is underlined)

§55.31 FEES ESTABLISHED.

(A) Subject to the provisions of this chapter, each and every owner and/or operator of residentially developed property and non-residential developed property shall have imposed upon them a storm water user fee. The storm water user fee shall be a monthly service charge and shall be determined by the provisions of this chapter and the applicable equivalent residential unit (ERU) and ERU rate established hereunder, which provisions may be amended from time to time in accordance with the provisions of this chapter or by resolution of the Commission. The established rate shall be contained within the Storm water Management User Fee Policy. Effective with the initiation of the Storm water Utility, one (1) ERU is equivalent to ~~\$5.20~~ Effective January 1, 2014 the Storm Water Utility rate of (1) ERU is equivalent to \$5.70 or up to 5,400 square feet. Effective January, 1 2015, the effective Storm water Utility rate will be, one (1) ERU is equivalent to ~~\$5.70~~ \$6.20 or up to 5,400 square feet for the year 2015. Effective January, 1 2016, the effective Storm water Utility rate will be, one (1) ERU is equivalent to ~~\$6.20~~ \$6.70 or up to 5,400 square feet for the year 2016, and will remain at those rates till further review.

1st Reading 12-3-13

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

Item #4

MEETING DATE	December 3, 2013		
REPORT TITLE (Should match resolution/ordinance title)	A Ordinance to raise the Storm Water utility rate for 2014, 2015, 2016		
SUBMITTED BY	Name & Title: Devon Alexander, Storm Water Coordinator Department: Storm Water		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input checked="" 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)	Per the request of the City of Piqua Commission, we would like to raise the 2014 Storm Water utility rate from \$5.20 to \$5.70 (\$0.50) per ERU, raise the 2015 Storm Water utility rate from \$5.70 to \$6.20 (\$0.50) per ERU, and raise the 2016 Storm Water utility rate from \$6.20 to \$6.70 (\$0.50) per ERU. The rate increase will help cut projected deficits in the Storm Water Budget. The additional revenue would bring in about \$71,000 per year.		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:		
	Expenditure \$:		
	Source of Funds:		
	Narrative:		
OPTIONS (Include Deny /Approval Option)	1.	Approve the Ordinance for the rate increase	
	2.	Recommend other sources to raise storm water revenue	
	3.	Reject the Ordinance for the rate increase	
	4.		
PROJECT TIMELINE	New rates would go into effect the first billing cycle of January 2014.		
STAFF RECOMMENDATION	Storm Water Coordinator Devon Alexander recommends that the Ordinance to increase the Storm Water rates be approved.		
ATTACHMENTS			

ORDINANCE NO. 19-13
AN EMERGENCY ORDINANCE TO MAKE APPROPRIATIONS FOR THE
CITY OF PIQUA, OHIO FOR THE YEAR 2013

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

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

<u>ACCOUNT</u>	<u>2013 APPROPRIATIONS</u>	<u>2013 REVISED APPROPRIATIONS</u>	<u>2013 FINAL APPROPRIATIONS</u>
<u>City Building</u>			
Operation and Maintenance	\$116,294	\$116,294	\$116,294
Allocated Expenses	(\$11,535)	(\$11,535)	(\$11,535)
Capital Outlay (including labor)	\$100,000	\$100,000	\$0
TOTAL	\$204,759	\$204,759	\$104,759
<u>City Commission</u>			
Personal Services/Administrative Support	\$34,618	\$34,618	\$34,618
Operation and Maintenance	\$67,201	\$67,201	\$67,201
TOTAL	\$101,819	\$101,819	\$101,819
<u>City Manager</u>			
Personal Services/Administrative Support	\$233,484	\$233,484	\$233,484
Operation and Maintenance	\$30,465	\$30,465	\$30,465
Allocated Expenses	(\$193,210)	(\$193,210)	(\$193,210)
TOTAL	\$70,739	\$70,739	\$70,739
<u>Civil Service</u>			
Operation and Maintenance	\$350	\$350	\$500
TOTAL	\$350	\$350	\$500
<u>Engineering</u>			
Personal Services/Administrative Support	\$348,226	\$348,226	\$348,226
Operation and Maintenance	\$35,074	\$36,574	\$36,574
Allocated Expenses	(\$312,081)	(\$312,081)	(\$312,081)
TOTAL	\$71,219	\$72,719	\$72,719
<u>Finance</u>			
Personal Services/Administrative Support	\$495,788	\$495,788	\$495,788
Operation and Maintenance	\$29,483	\$29,483	\$29,483
Allocated Expenses	(\$363,802)	(\$363,802)	(\$363,802)
TOTAL	\$161,469	\$161,469	\$161,469
<u>Health</u>			
Personal Services/Administrative Support	\$256,465	\$256,465	\$256,465
Operation and Maintenance	\$100,056	\$100,056	\$100,056
Non Government/Transfers/Refunds	\$0	\$0	\$200
TOTAL	\$356,521	\$356,521	\$356,721
<u>Law</u>			
Personal Services/Administrative Support	\$223,586	\$223,586	\$223,586
Operation and Maintenance	\$19,918	\$19,918	\$19,918
Allocated Expenses	(\$145,128)	(\$145,128)	(\$145,128)
TOTAL	\$98,376	\$98,376	\$98,376
<u>Income Tax</u>			
Personal Services/Administrative Support	\$185,126	\$185,126	\$185,126
Operation and Maintenance	\$277,329	\$278,469	\$278,469
TOTAL	\$462,455	\$463,595	\$463,595
<u>Planning & Zoning</u>			
Personal Services/Administrative Support	\$188,011	\$188,011	\$188,011
Operation and Maintenance	\$80,228	\$80,228	\$80,228
Non Government/Transfers/Refunds	\$100	\$100	\$100
TOTAL	\$268,339	\$268,339	\$268,339
<u>General Government</u>			
Operation and Maintenance	\$220,658	\$233,385	\$233,385
Capital Outlay (including labor)	\$0	\$25,499	\$185,517
Non Government/Transfers/Refunds	\$100	\$100	\$100
TOTAL	\$220,758	\$258,984	\$419,002
<u>Human Resources</u>			
Personal Services/Administrative Support	\$178,292	\$178,292	\$178,292
Operation and Maintenance	\$27,770	\$27,770	\$27,770
Allocated Expenses	(\$178,586)	(\$178,586)	(\$178,586)
TOTAL	\$27,476	\$27,476	\$27,476
<u>Purchasing</u>			
Personal Services/Administrative Support	\$83,109	\$83,109	\$83,109
Operation and Maintenance	\$5,017	\$5,017	\$5,017
Allocated Expenses	(\$86,021)	(\$86,021)	(\$86,021)
TOTAL	\$2,105	\$2,105	\$2,105

	2013 APPROPRIATIONS	2013 REVISED APPROPRIATIONS	2013 FINAL APPROPRIATIONS
<u>Transfers</u>			
Transfer to NIT Fund 104	\$26,192	\$26,192	\$34,000
Transfer to Parks Fund 105	\$125,000	\$125,000	\$125,000
Transfer to Safety Fund 108	\$3,550,000	\$3,550,000	\$3,550,000
Transfer to Forest Hill Mausoleum Fund 110	\$1,050	\$1,050	\$1,600
Transfer to Pro Piqua Fund 128	\$59,000	\$59,000	\$62,000
Transfer to Golf Fund 409	\$225,000	\$225,000	\$250,000
Transfer to Ft. Piqua Plaza Fund 410	\$200,000	\$200,000	\$200,000
Transfer to Swimming Pool Fund 415	\$105,000	\$105,000	\$105,000
Transfer to Hospital Clean Ohio Demolition Fund 144	\$15,000	\$15,000	\$15,000
TOTAL	\$4,306,242	\$4,306,242	\$4,342,600
TOTAL GENERAL FUND	\$6,352,627	\$6,393,493	\$6,490,219
SEC. 2: That there be appropriated from the STREET DEPARTMENT FUND (101)			
Personal Services/Administrative Support	\$924,943	\$924,943	\$924,943
Operation and Maintenance	\$1,536,735	\$1,544,735	\$1,544,735
Capital Outlay (including labor)	\$335,217	\$335,217	\$335,217
Non Government/Transfers/Refunds	\$0	\$0	\$200
TOTAL	\$2,796,895	\$2,804,895	\$2,805,095
SEC. 3: That there be appropriated from the STREET INCOME TAX FUND (103)			
Operation and Maintenance	\$1,475,709	\$2,256,616	\$1,053,452
Capital Outlay (including labor)	\$4,608,000	\$2,777,853	\$2,777,853
Non Government/Transfers/Refunds	\$173,754	\$173,754	\$173,754
TOTAL	\$6,257,463	\$5,208,223	\$4,005,059
SEC. 4: That there be appropriated from the NEIGHBORHOOD IMPROVEMENT PROGRAM FUND (104)			
Personal Services/Administrative Support	\$7,268	\$7,268	\$8,868
Operation and Maintenance	\$168,924	\$168,924	\$117,500
TOTAL	\$176,192	\$176,192	\$126,368
SEC. 5: That there be appropriated from the PARK AND RECREATION FUND (105)			
Personal Services/Administrative Support	\$252,894	\$252,894	\$259,894
Operation and Maintenance	\$164,687	\$208,299	\$230,000
Capital Outlay (including labor)	\$100,237	\$100,460	\$100,460
Non Government/Transfers/Refunds	\$200	\$200	\$300
TOTAL	\$518,018	\$561,853	\$590,654
SEC. 6: That there be appropriated from the PUBLIC SAFETY FUND (106)			
<u>009 Fire Department</u>			
Personal Services/Administrative Support	\$3,103,332	\$3,390,595	\$3,390,595
Operation and Maintenance	\$457,305	\$461,437	\$461,437
Capital Outlay (including labor)	\$281,406	\$288,574	\$288,574
Non Government/Transfers/Refunds	\$73,293	\$73,293	\$73,293
TOTAL	\$3,915,336	\$4,213,899	\$4,213,899
<u>014 Police Department</u>			
Personal Services/Administrative Support	\$3,538,347	\$3,654,713	\$3,654,713
Operation and Maintenance	\$691,510	\$692,510	\$709,910
Capital Outlay (including labor)	\$40,000	\$97,400	\$80,000
Non-Government/Transfers/Refunds	\$17,794	\$17,820	\$17,820
TOTAL	\$4,287,651	\$4,462,443	\$4,462,443
TOTAL PUBLIC SAFETY	\$8,202,987	\$8,676,342	\$8,676,342
SEC. 7: That there be appropriated from the PIQUA TREE FUND (107)			
Operation & Maintenance	\$768	\$768	\$768
TOTAL	\$768	\$768	\$768
SEC. 8: That there be appropriated from the D.U.I. EDUCATIONAL FUND (109)			
Operation & Maintenance	\$6,000	\$6,000	\$6,000
TOTAL	\$6,000	\$6,000	\$6,000
SEC. 9: That there be appropriated from the FOREST HILL MAUSOLEUM FUND (110)			
Operation & Maintenance	\$1,050	\$1,050	\$1,600
TOTAL	\$1,050	\$1,050	\$1,600
SEC. 10: That there be appropriated from the MANDATORY DRUG FINE FUND (111)			
Operation and Maintenance	\$3,000	\$3,000	\$3,000
TOTAL	\$3,000	\$3,000	\$3,000

	2013 APPROPRIATIONS	2013 REVISED APPROPRIATIONS	2013 FINAL APPROPRIATIONS
SEC. 11: That there be appropriated from the CHIP 2010 FUND (112)			
Operation and Maintenance	\$35,000	\$35,287	\$35,287
TOTAL	\$35,000	\$35,287	\$35,287
SEC. 12: That there be appropriated from the RENEW PIQUA FUND (114)			
Operation and Maintenance	\$12,814	\$12,814	\$12,814
TOTAL	\$12,814	\$12,814	\$12,814
SEC. 13: That there be appropriated from the CHIP 2012 FUND (117)			
Operation and Maintenance	\$500,000	\$500,000	\$0
TOTAL	\$500,000	\$500,000	\$0
SEC. 14: That there be appropriated from the C.H.I.P. PROGRAM INCOME FUND (119)			
Personal Services/Administrative Support	\$0	\$4,800	\$5,080
Operation and Maintenance	\$12,436	\$12,436	\$12,436
TOTAL	\$12,436	\$17,036	\$17,516
SEC. 15: That there be appropriated from the POLICE AUXILIARY FUND (120)			
Operation & Maintenance	\$2,625	\$2,625	\$2,625
TOTAL	\$2,625	\$2,625	\$2,625
SEC. 16: That there be appropriated from the COMMUNITY DEVELOPMENT BLOCK GRANT FUND (122)			
Operation and Maintenance	\$19,000	\$51,500	\$51,500
Capital Outlay (including labor)	\$76,000	\$43,500	\$43,500
TOTAL	\$95,000	\$95,000	\$95,000
SEC. 17: That there be appropriated from the WORKER'S COMP FUND (124)			
Personal Services/Administrative Support	\$270,000	\$270,000	\$270,000
TOTAL	\$270,000	\$270,000	\$270,000
SEC. 18: That there be appropriated from the INSURANCE RESERVE FUND (125)			
Operation & Maintenance	\$313,000	\$313,000	\$313,000
TOTAL	\$313,000	\$313,000	\$313,000
SEC. 19: That there be appropriated from the DEMOLITION DEFENSE FUND (126)			
Non Government/Transfers/Refunds	\$45,000	\$63,000	\$99,729
TOTAL	\$45,000	\$63,000	\$99,729
SEC. 20: That there be appropriated from the PRO PIQUA FUND (128)			
Operation and Maintenance	\$59,000	\$59,000	\$62,000
TOTAL	\$59,000	\$59,000	\$62,000
SEC. 21: That there be appropriated from the REVOLVING LOAN FUND (130)			
Personal Services/Administrative Support	\$0	\$130	\$160
Operation and Maintenance	\$60,750	\$60,620	\$60,620
TOTAL	\$60,750	\$60,750	\$60,780
SEC. 22: That there be appropriated from the BROWNFIELD EPA GRANT (131)			
Operation and Maintenance	\$542,000	\$542,000	\$122,976
TOTAL	\$542,000	\$542,000	\$122,976
SEC. 23: That there be appropriated from the COMMUNITY DEVELOPMENT FUND (135)			
Personal Services/Administrative Support	\$237,750	\$237,750	\$237,750
Operation and Maintenance	\$76,417	\$76,417	\$76,417
Allocated Expenses	(\$314,167)	(\$314,167)	(\$314,167)
TOTAL	\$0	\$0	\$0
SEC. 24: That there be appropriated from the FEMA FUND (139)			
Personal Services/Administrative Support	\$20,000	\$20,000	\$441
Operation and Maintenance	\$0	\$0	\$6,344
TOTAL	\$20,000	\$20,000	\$6,785
SEC. 25: That there be appropriated from the AGRICULTURAL REVOLVING LOAN FUND (142)			
Personal Services/Administrative Support	\$0	\$580	\$700
Operation and Maintenance	\$24,250	\$30,000	\$30,028
TOTAL	\$24,250	\$30,580	\$30,728

SEC. 26:	That there be appropriated from the CORF HOSPITAL DEMOLITION FUND (144)			
Operation and Maintenance		\$75,000	\$398,791	\$349,657
TOTAL		\$75,000	\$398,791	\$349,657
SEC. 27:	That there be appropriated from the SPECIAL ASSESSMENT DEBT SERVICE FUND (202)			
Operation and Maintenance		\$24,355	\$24,355	\$24,355
Non Government/Transfers/Refunds		\$22,843	\$22,843	\$22,843
TOTAL		\$47,198	\$47,198	\$47,198
SEC. 28:	That there be appropriated from the OWDA-1995 LOAN WASTEWATER DEBT SERVICE FUND (210)			
Non Government/Transfers/Refunds		\$506,538	\$506,538	\$506,538
TOTAL		\$506,538	\$506,538	\$506,538
SEC. 29:	That there be appropriated from the SiB 25A NOTE '08 FUND (216)			
Non Government/Transfers/Refunds		\$173,755	\$173,755	\$173,755
TOTAL		\$173,755	\$173,755	\$173,755
SEC. 30:	That there be appropriated from the SWIMMING POOL DEBT SERVICE FUND (221)			
Non Government/Transfers/Refunds		\$8,463	\$8,463	\$8,463
TOTAL		\$8,463	\$8,463	\$8,463
SEC. 31:	That there be appropriated from the ELECTRIC DEBT SERVICE FUND (238)			
Non Government/Transfers/Refunds		\$1,700,000	\$1,700,000	\$0
TOTAL		\$1,700,000	\$1,700,000	\$0
SEC. 32:	That there be appropriated from the GOLF COURSE EXPANSION G.O. BONDS DEBT SERVICE FUND (243)			
Non Government/Transfers/Refunds		\$167,847	\$167,847	\$167,847
TOTAL		\$167,847	\$167,847	\$167,847
SEC. 33:	That there be appropriated from the PFDP PENSION G. O. BONDS DEBT SERVICE FUND (249)			
Non Government/Transfers/Refunds		\$40,625	\$40,625	\$40,625
TOTAL		\$40,625	\$40,625	\$40,625
SEC. 34:	That there be appropriated from the WATER TOWER DEBT SERVICE FUND (250)			
Non Government/Transfers/Refunds		\$132,823	\$132,823	\$132,823
TOTAL		\$132,823	\$132,823	\$132,823
SEC. 35:	That there be appropriated from the WATER TOWER DEBT SERVICE FUND 2008 (251)			
Non Government/Transfers/Refunds		\$14,351	\$14,351	\$14,351
TOTAL		\$14,351	\$14,351	\$14,351
SEC. 36:	That there be appropriated from the EQUALIZATION TANK '08 NOTE (OWDA) DEBT SERVICE FUND (254)			
Non Government/Transfers/Refunds		\$303,393	\$303,393	\$303,393
TOTAL		\$303,393	\$303,393	\$303,393
SEC. 37:	That there be appropriated from the FIRE EQUIPMENT '08 G.O. NOTE FUND (255)			
Non/Government/Transfers/Refunds		\$50,463	\$50,463	\$50,463
TOTAL		\$50,463	\$50,463	\$50,463
SEC. 38:	That there be appropriated from the WATER PLANT OWDA DEBT SERVICE FUND (256)			
Non/Government/Transfers/Refunds		\$2,180,000	\$2,180,000	\$1,706,000
TOTAL		\$2,180,000	\$2,180,000	\$1,706,000
SEC. 39:	That there be appropriated from the WASTEWATER PLANT ENGINEERING DEBT SERVICE FUND (257)			
Non/Government/Transfers/Refunds		\$1,236,000	\$1,236,000	\$201,549
TOTAL		\$1,236,000	\$1,236,000	\$201,549

SEC. 40: That there be appropriated from the SWIMMING POOL CONSTRUCTION
FUND (323)

Non Government/Transfers/Refunds	\$40	\$40	\$0
TOTAL	\$40	\$40	\$0

SEC. 41: That there be appropriated from the POWER SYSTEM FUND (401)

Personal Services/Administrative Support	\$2,196,121	\$2,196,121	\$2,196,121
Operation and Maintenance	\$25,256,024	\$25,256,024	\$25,256,024
Capital Outlay (including labor)	\$3,963,029	\$3,963,029	\$3,963,029
Overhead Transfers	(\$270,000)	(\$270,000)	(\$270,000)
TOTAL	\$31,145,174	\$31,145,174	\$31,145,174

SEC. 42: That there be appropriated from the WATER SYSTEM FUND (403)

Personal Services/Administrative Support	\$1,284,569	\$1,284,569	\$1,284,569
Operation and Maintenance	\$2,145,459	\$2,145,459	\$2,145,459
Capital Outlay (including labor)	\$3,313,640	\$3,313,640	\$3,313,640
Non Government/Transfers/Refunds	\$147,164	\$147,164	\$147,164
TOTAL	\$6,890,832	\$6,890,832	\$6,890,832

SEC. 43: That there be appropriated from the WASTEWATER SYSTEM FUND (404)

Personal Services/Administrative Support	\$1,235,271	\$1,235,271	\$1,235,271
Operation and Maintenance	\$1,347,088	\$1,373,458	\$1,373,458
Capital Outlay (including labor)	\$1,277,000	\$1,357,000	\$1,357,000
Non Government/Transfers/Refunds	\$809,790	\$809,790	\$809,790
TOTAL	\$4,669,149	\$4,775,519	\$4,775,519

SEC. 44: That there be appropriated from the GARBAGE AND REFUSE FUND (405)

Personal Services/Administrative Support	\$544,647	\$544,647	\$544,647
Operation and Maintenance	\$1,217,068	\$1,217,068	\$1,217,068
Capital Outlay (including labor)	\$171,500	\$171,500	\$171,500
TOTAL	\$1,933,215	\$1,933,215	\$1,933,215

SEC. 45: That there be appropriated from the CITY INCOME TAX
ADMINISTRATION FUND (407)

Non Government/Transfers/Refunds	\$7,750,000	\$7,750,000	\$9,100,000
TOTAL	\$7,750,000	\$7,750,000	\$9,100,000

SEC. 46: That there be appropriated from the INFORMATION TECHNOLOGY
FUND (408)

Personal Services/Administrative Support	\$293,951	\$293,951	\$293,951
Operation and Maintenance	\$232,516	\$232,516	\$232,516
Capital Outlay (including labor)	\$150,000	\$150,000	\$150,000
TOTAL	\$676,467	\$676,467	\$676,467

SEC. 47: That there be appropriated from the GOLF COURSE FUND (409)

Personal Services/Administrative Support	\$269,670	\$269,670	\$269,670
Operation and Maintenance	\$352,905	\$352,905	\$338,980
Capital Outlay (including labor)	\$0	\$0	\$13,925
Non Government/Transfers/Refunds	\$167,648	\$167,690	\$167,690
TOTAL	\$790,223	\$790,265	\$790,265

SEC. 48: That there be appropriated from the FORT PIQUA PLAZA FUND (410)

Operation & Maintenance	\$300,100	\$300,100	\$315,000
Non Government/Transfers/Refunds	\$3,500	\$3,500	\$3,500
TOTAL	\$303,600	\$303,600	\$318,500

SEC. 49: That there be appropriated from the STORMWATER UTILITY FUND (411)

Personal Services/Administrative Support	\$363,753	\$363,753	\$363,753
Operation and Maintenance	\$463,822	\$474,798	\$474,798
Capital Outlay (including labor)	\$520,000	\$520,000	\$520,000
TOTAL	\$1,347,575	\$1,358,551	\$1,358,551

SEC. 50: That there be appropriated from the METER READERS FUND (412)

Personal Services/Administrative Support	\$199,568	\$199,568	\$199,568
Operation and Maintenance	\$43,158	\$43,158	\$43,158
Allocated Expenses	(\$242,726)	(\$242,726)	(\$242,726)
TOTAL	\$0	\$0	\$0

SEC. 51: That there be appropriated from the UTILITIES BUSINESS OFFICE
FUND (413)

Personal Services/Administrative Support	\$512,789	\$504,514	\$504,514
Operation and Maintenance	\$385,548	\$393,823	\$410,000
Non Government/Transfers/Refunds	\$5,000	\$5,000	\$1,000
Allocated Expenses	(\$903,337)	(\$903,337)	(\$915,514)
TOTAL	\$0	\$0	\$0

SEC. 52: That there be appropriated from the SWIMMING POOL FUND (415)

Personal Services/Administrative Support	\$92,691	\$92,691	\$65,520
Operation and Maintenance	\$102,209	\$102,209	\$95,000
Non Government/Transfers/Refunds	\$8,446	\$8,446	\$8,446
TOTAL	\$203,346	\$203,346	\$168,966

SEC. 53: That there be appropriated from the LAW ENFORCEMENT TRUST (609)

Non Government/Transfers/Refunds	\$12,500	\$12,500	\$12,500
TOTAL	\$12,500	\$12,500	\$12,500

SEC. 54: That there be appropriated from the CONSERVANCY FUND (611)

Operation and Maintenance	\$28,200	\$25,956	\$31,772
TOTAL	\$28,200	\$25,956	\$31,772

SEC. 55: That there be appropriated from the CITY HEALTH INSURANCE FUND (614)

Operation and Maintenance	\$105,000	\$105,000	\$115,000
TOTAL	\$105,000	\$105,000	\$115,000

SEC. 56: That there be appropriated from the EMPLOYEE FLEXIBLE SPENDING FUND (615)

Administrative Support	\$225,000	\$225,000	\$225,000
TOTAL	\$225,000	\$225,000	\$225,000

SEC. 57: That there be appropriated from the WEED CUTTING FUND (735)

Operation and Maintenance	\$20,000	\$20,000	\$14,527
TOTAL	\$20,000	\$20,000	\$14,527

SEC. 58: That there be appropriated from the SAFETY EQUIPMENT REPLACEMENT FUND (809)

Non Government/Transfers/Refunds	\$272,033	\$272,033	\$272,032
TOTAL	\$272,033	\$272,033	\$272,032

SEC. 59: That the sum appropriated are actual expenditures for goods and services or other government functions performed in the calendar year 2013. Future commitments representing encumbrances of fund balance or future receipts will be appropriated in the future year when those services or goods are rendered to the city.

SEC. 60: That the sums expended from the appropriations and which are proper charges against any other department or against any person, firm or corporation which are repaid with the period covered by such appropriations shall be considered reappropriated for such original purposes; provided, that the net total of expenditures under any item of said appropriations shall not exceed the amount of the item.

SEC. 61: That the Director of Finance is hereby authorized and directed to draw her warrant upon the City Treasury for the amounts appropriated in this order when claims are properly presented and approved, the same to be chargeable to the appropriations for the year 2013 when passed and legally contracted for in conformity by law.

SEC. 62: That the Finance Director at the discretion of the City Manager make temporary advances from the General Fund to any Fund to cover temporary shortages of cash until revenues or permanent transfers become available to repay that temporary advance. That these advances shall not exceed \$1,000,000 in the aggregate nor extend past December 31, 2013; except those that are to be reimbursed by federal, state or other grant programs that were previously approved by this Commission.

SEC. 63: That all ordinances, or parts of ordinances, inconsistent with this ordinance be and they are hereby repealed.

SEC. 64: That this ordinance is declared an emergency for immediate preservation of the public peace, health, or safety in the City of Piqua and shall take effect and be in force from and after passage.

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____

REBECCA J. COOL
CLERK OF COMMISSION

Ordinance 19-13 Final Appropriation Comparison to Revised Exhibit A

General Fund (001)

City Building		
Capital Outlay (including labor)	\$	(100,000) Clinic delayed to 2014
Civil Service		
Operation and Maintenance	\$	150 Increased advertising costs
Health		
Non Government/Transfers/Refunds	\$	200 Increased refunds
General Government		
Capital Outlay (including labor)	\$	160,018 Fiber Project
Transfer from General Fund to other funds		
Transfer to NIP Fund 104	\$	7,808 Intern position 12 mos. instead of only 9 mos.
Transfer to Forest Hill Mausoleum Fund 110	\$	550 Higher utility costs
Transfer to Pro Piqua Fund 128	\$	3,000 WOTVC increased programming
Transfer to Golf Fund 409	\$	25,000 Lower revenue
Net Increase to General Fund	\$	<u>96,726</u>

Streets Fund (101)

Non Government/Transfers/Refunds	\$	200 Increased refunds
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Street Income Tax Fund (103)

Operation and Maintenance	\$	(1,203,164) 25A project delayed to 2014
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Neighborhood Improvement Program Fund (104)

Personal Services/Administrative Support	\$	1,600 Intern position 12 mos. instead of only 9 mos.
Operation and Maintenance	\$	(51,424) Grant not used until 2014

Total NIP (104) **\$ (49,824)**

Park and Recreation Fund (105)

Personal Services/Administrative Support	\$	7,000 Increased wages for Pickleball Court
Operation and Maintenance	\$	21,701 Pickleball Court construction & theft loss
Non Government/Transfers/Refunds	\$	100 Increased refunds

Total Parks and Recreation (105) **\$ 28,801**

Public Safety Fund (106)

Police Department 014

Operation and Maintenance	\$	17,400	
Capital Outlay (including labor)	\$	(17,400)	Reclass vehicle change over

Total Public Safety Fund (106) **\$ -**

Forest Hill Mausoleum Fund (110)

Operation and Maintenance	\$	550 Higher utility costs
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CHIP 2012 Fund (117)

Operation and Maintenance	\$	(500,000) Grant not received
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CHIP PROGRAM INCOME Fund (119)

Personal Services/Administrative Support	\$	480 Increased capability
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Demolition Defense Fund (126)

Non Government/Transfers/Refunds	\$	36,729 Increased number of fires
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Pro Piqua Fund (128)

Operation and Maintenance	\$	3,000 WOTVC programming
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Revolving Loan Fund (130)

Personal Services/Administrative Support	\$	30	Increased capability
Brownfield EPA Grant Fund (131)			
Operation and Maintenance	\$	(419,024)	Grant use delayed to 2014
FEMA Fund (139)			
Personal Services/Administrative Support	\$	(19,559)	Task Force One not deployed
Operation and Maintenance	\$	6,344	Police grant moved for State approval
Total FEMA Fund (139)	<u>\$</u>	<u>(13,215)</u>	
Agricultural Revolving Loan Fund (142)			
Personal Services/Administrative Support	\$	120	Increased capability
Operation and Maintenance	\$	28	Filing fee for mortgage of new loan
Total Agricultural Revolving Loan Fund (142)	<u>\$</u>	<u>148</u>	
CORF Hospital Demolition Fund (144)			
Operation and Maintenance	\$	(49,134)	Recalculated grant
Electric Debt Service Fund (238)			
Non Government/Transfers/Refunds	\$	(1,700,000)	Loan not taken
Water Plant OWDA Debt Service Fund (256)			
Non Government/Transfers/Refunds	\$	(474,000)	Loan moved to 2014 based on project timing
Wastewater Plant Engineering Debt Service Fund (257)			
Non Government/Transfers/Refunds	\$	(1,034,451)	Loan moved to 2014 based on project timing
City Income Tax Administration Fund (407)			
Non Government/Transfers/Refunds	\$	1,350,000	Increased income tax and refunds
Golf Course Fund (409)			
Operation and Maintenance	\$	(13,925)	Reclass fiber project to capital
Capital Outlay (Including labor)	\$	13,925	
Total Golf Course Fund (409)	<u>\$</u>	<u>-</u>	
Fort Piqua Plaza Fund (410)			
Operation and Maintenance	\$	14,900	Potential increased useage costs
Utility Business Office Fund (413)			
Operation and Maintenance	\$	16,177	Increased postage and billing expenses
Non Government/Transfers/Refunds	\$	(4,000)	Lowered refunds
Allocated Expenses	\$	(12,177)	
Total Utility Business Office Fund (413)	<u>\$</u>	<u>-</u>	
Swimming Pool Fund (415)			
Personal Services/Administrative Support	\$	(27,171)	Revenue and expenses down for the year
Operation and Maintenance	\$	(7,209)	
Total Swimming Pool Fund (415)	<u>\$</u>	<u>(34,380)</u>	
Conservancy Fund (611)			
Operation and Maintenance	\$	5,816	Increased revenue from property tax
City Health Insurance Fund (614)			
Operation and Maintenance	\$	10,000	Received grant from Anthem
Weed Cutting Fund (735)			
Operation and Maintenance	\$	(5,473)	Decreased nuisance abatement costs
Safety Equipment Replacement Fund (809)			
Non Government/Transfers/Refunds	\$	(1)	Rounding
Overall Total	<u>\$</u>	<u>(3,935,286)</u>	

Summary

General, Parks, Safety & Mausoleum Funds Breakdown	
Personal Services/Administrative Support	\$ 7,000
Operation and Maintenance	\$ 39,801
Non Government/Transfers/Refunds	\$ 36,658
Capital Outlay (including labor)	\$ 42,618
Total General Fund	\$ 126,077
Streets 101 & 103 Breakdown	
Operation and Maintenance	\$ (1,203,164)
Non Government/Transfers/Refunds	\$ 200
Total Streets	\$ (1,202,964)
Other Funds Breakdown (104,117, 119, 126, 128, 130, 131, 139, 142, 144, 407, 611, 614, 735, 809)	
Personal Services/Administrative Support	\$ (17,329)
Operation and Maintenance	\$ (999,867)
Non Government/Transfers/Refunds	\$ 1,386,728
Total Other Funds	\$ 369,532
Debt Service Breakdown (238, 256, 257)	
Non Government/Transfers/Refunds	\$ (3,208,451)
Total Enterprise	\$ (3,208,451)
Enterprise Breakdown (Golf, Plaza, UBO, Pool)	
Personal Services/Administrative Support	\$ (27,171)
Operation and Maintenance	\$ 9,943
Capital Outlay (including labor)	\$ 13,925
Allocated Expenses	\$ (12,177)
Non Government/Transfers/Refunds	\$ (4,000)
Total Enterprise	\$ (19,480)
Overall Total	\$ (3,935,286)

ORDINANCE NO. 20-13

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

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

SEC. 1: Schedule A of Chapter 33 of the Piqua Code, as adopted by Ordinance No. 25-12, is hereby repealed; and

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

SEC. 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	December 17, 2013			
REPORT TITLE (Should match resolution/ordinance title)	ORDINANCE NO. 20-13 AN ORDINANCE REPEALING SCHEDULE A OF CHAPTER 33 OF THE PIQUA CODE AND ADOPTING A NEW SCHEDULE A OF CHAPTER 33 OF THE PIQUA CODE, RELATING TO WAGES OF CERTAIN MUNICIPAL EMPLOYEES			
SUBMITTED BY	Name & Title: Elaine G. Barton Department: Human Resources			
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Regular
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)	At this time, we are in negotiations with the bargaining units. We have offered all of the unions a 2% increase for 2014. The Fire Officers and Firefighters have agreed to this wage increase. This Ordinance would increase the pay steps by 2% for all non-union positions which at this time represents 37 full-time employees.			
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	Appropriated within the 2013 budget		
	Expenditure \$:			
	Source of Funds:	Various funds		
	Narrative:			
OPTIONS (Include Deny /Approval Option)	1.	Adopt Ordinance No. 20-13		
	2.	Reject Ordinance No. 20-13		
	3.	Provide staff with alternate recommendation		
	4.			
PROJECT TIMELINE	January 1, 2014			
STAFF RECOMMENDATION	Adopt Ordinance No. 20-13 to increase the pay steps of non-union positions as proposed to all bargaining unit members.			
ATTACHMENTS	Schedule A			

Class Code	EFFECTIVE January 1, 2014 CLASSIFICATION/TITLE	PAY RANGE	SCHEDULE A			"Exhibit D"		
			STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
	Non-exempt positions: (hourly rate)							
105	Custodian	21	13.9124	14.6082	15.3379	16.1055	16.9107	17.7565
108	Administrative Secretary	29	16.8314	17.6729	18.5566	19.4842	20.4582	21.4814
109	Human Resources Assistant	29	16.8314	17.6729	18.5566	19.4842	20.4582	21.4814
110	Executive Secretary	36	18.8154	19.7557	20.7441	21.7806	22.8702	24.0136
112	Administrative Coordinator	36	18.8154	19.7557	20.7441	21.7806	22.8702	24.0136
113	Contract & Administrative Specialist	29	16.8314	17.6729	18.5566	19.4842	20.4582	21.4814
	Exempt positions: (weekly salary)							
150	Acct. & Income Tax Mgr.	52	1112.46	1168.06	1226.49	1287.81	1352.22	1419.82
153	Utility Billing Office Manager	50	1059.02	1111.97	1167.56	1225.96	1287.23	1351.59
155	Dir.of Finance & Inc. Tax. Admin.	67	1534.67	1611.44	1691.99	1776.57	1865.44	1958.71
157	Purchasing Analyst II	46	960.56	1008.59	1059.02	1111.97	1167.57	1225.96
158	Purchasing Analyst I	43	826.08	867.39	910.76	956.29	1004.11	1054.32
160	Law Director	67	1534.67	1611.44	1691.99	1776.57	1865.44	1958.71
165	Human Resources Director	58	1265.01	1328.27	1394.67	1464.39	1537.63	1614.49
171	Community Development Director	52	1112.46	1168.06	1226.49	1287.81	1352.22	1419.82
170	Development Program Manager	51	1085.17	1139.42	1196.40	1256.22	1319.05	1384.98
180	Economic Development Director	58	1265.01	1328.27	1394.67	1464.39	1537.63	1614.49
206	Engineering Technician IV	45	937.42	984.28	1033.48	1085.16	1139.41	1196.39
207	City Engineer	58	1265.01	1328.27	1394.67	1464.39	1537.63	1614.49
208	City Planner	51	1085.17	1139.42	1196.40	1256.22	1319.05	1384.98
209	Public Works Director	58	1265.01	1328.27	1394.67	1464.39	1537.63	1614.49
307	Director of Information Tech.	62	1377.86	1446.77	1519.12	1595.08	1674.79	1758.53
403	Golf Professional *	36	752.62	790.22	829.77	871.22	914.81	960.54
402	Recreation Coordinator	43	826.08	867.39	910.76	956.29	1004.11	1054.32
404	Park/Recreation Manager	45	937.42	984.28	1033.48	1085.16	1139.41	1196.39
405	Park/Recreation Superintendent	51	1085.17	1139.42	1196.40	1256.22	1319.05	1384.98
501	Health & Sanitation Director	58	1265.01	1328.27	1394.67	1464.39	1537.63	1614.49
504	Sanitarian II	44	914.84	960.59	1008.62	1059.04	1111.99	1167.59
507	Sanitarian	43	826.08	867.39	910.76	956.29	1004.11	1054.32
510	Code Enforcement Officer	43	826.08	867.39	910.76	956.29	1004.11	1054.32
610	Police Chief	67	1863.61	1882.27	1901.09	1920.09	1939.29	1958.71
660	Fire Chief	67	1863.61	1882.27	1901.09	1920.09	1939.29	1958.71
705	Assistant Street Superintendent	46	960.56	1008.59	1059.02	1111.97	1167.57	1225.96
706	Street Superintendent	51	1085.17	1139.42	1196.40	1256.22	1319.05	1384.98
810	Water Distribution Supervisor	44	914.84	960.59	1008.62	1059.04	1111.99	1167.59
820	Water System Superintendent	51	1085.17	1139.42	1196.40	1256.22	1319.05	1384.98
830	Storm Water Coordinator	46	960.56	1008.59	1059.02	1111.97	1167.57	1225.96
845	Wastewater System Superintendent	51	1085.17	1139.42	1196.40	1256.22	1319.05	1384.98
846	Underground Utilities Superintendent	51	1085.17	1139.42	1196.40	1256.22	1319.05	1384.98
848	Utilities Director	58	1265.01	1328.27	1394.67	1464.39	1537.63	1614.49
874	Power Plant Assistant Manager	52	1112.46	1168.06	1226.49	1287.81	1352.22	1419.82
881	Associate Engineer	52	1112.46	1168.06	1226.49	1287.81	1352.22	1419.82
890	Power Distribution Manager	57	1256.21	1319.04	1384.97	1454.23	1526.95	1603.30
892	Electrical Engineer	62	1377.86	1446.77	1519.12	1595.08	1674.79	1758.53
893	Asst. Power System Director	65	1526.95	1603.30	1683.44	1767.62	1855.99	1948.80
894	Power System Director	70	1674.76	1758.50	1846.43	1938.77	2035.69	2137.49
895	Assistant City Manager	67	1534.67	1611.44	1691.99	1776.57	1865.44	1958.71
896	Asst. City Manager/Development	67	1534.67	1611.44	1691.99	1776.57	1865.44	1958.71
897	Asst. City Manager/Administration	70	1674.76	1758.50	1846.43	1938.77	2035.69	2137.49

* Plus 50% of net margin on all sales of golf accessories & mdse.

RESOLUTION NO. R-145-13

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPLY FOR CITY MEMBERSHIP TO AMERICAN
MUNICIPAL POWER, INC.**

WHEREAS, Section 30.01 of the Piqua Code requires this Commission's approval for the City Manager to join trade organizations with annual membership dues in excess of \$25,000;

WHEREAS, Piqua receives wholesale Power Supply from AMP. In addition, Piqua participates in the development of long-term generation assets by AMP, Inc. including the the Prairie State Energy Campus, Fremont Energy Center and several hydroelectric projects thus providing the need for the City to continue membership with AMP.

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 and directed to continue the City's membership to AMP for 2014.

SEC. 2: The Finance Director certifies funds are available and 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 \$82,500;

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	December 17, 2013		
REPORT TITLE <small>(Should match resolution/ordinance title)</small>	A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR CITY MEMBERSHIP TO AMERICAN MUNICIPAL POWER, INC.		
SUBMITTED BY	Name & Title: Ed Krieger, Power System Director Department: Power System		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> 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; Ed Krieger		<input checked="" type="checkbox"/> Other: Energy Board
BACKGROUND <small>(Includes description, background, and justification)</small>	<p>American Municipal Power was founded in 1971 with the purpose of providing the generation, transmission and distribution of electric power and energy to its members at lower costs. This purpose is served by joint ownership of electric facilities, pooled buying power in the energy markets and pursuing additional means of generating, transmitting and distributing electric power and energy.</p> <p>The original members were all located in Ohio, giving American Municipal Power-Ohio, or AMP-Ohio its name. By 2009, AMP-Ohio had grown to serve member communities in six states, thus the Board of Trustees dropped Ohio from the name to better reflect the growing geographic footprint. AMP membership now includes 129 members, 128 electric municipalities located in the states of Ohio, Michigan, Pennsylvania, Virginia, Kentucky and West Virginia, as well as the Delaware Municipal Electric Corporation who in turn serve over 625,000 electric customers. AMP is owned and governed by its member communities.</p> <p>AMP has been Piqua's power supplier since 2007. Piqua is also participating in several long-term AMP generation assets, including the Prairie State Energy Campus and Fremont Energy Center and those under development, including the Cannelton, Smithland, Willow Island, Meldahl and Greenup hydroelectric projects. Piqua currently is a governing member of the AMP Board of Trustees.</p>		

BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$82,500
	Expenditure \$:	\$82,500
	Source of Funds:	Power System
	Narrative:	<p>The 2014 AMP Dues (Service Fee A) Budget was increased to \$82,500 from the 2013 level of \$75,000. However, changes in AMP's due structure requires AMP to pay Piqua's 2014 APPA membership fees, which exceeded \$12,134 in 2013.</p> <p>Section 30.01 of the Piqua Code requires commission approval to join trade organizations with annual membership dues in excess of \$25,000. The Energy Board unanimously recommended to Piqua City Commission to continue its membership in American Municipal Power for 2014 during its meeting of November 26, 2013.</p>
OPTIONS (Include Deny /Approval Option)	1.	Approve Resolution No. R-145-13 allowing the City of Piqua Power System to continue its membership in American Municipal Power for 2014.
	2.	Do not approve Resolution No. R-145-13 and provide staff with further direction.
PROJECT TIMELINE	This Resolution will allow the City of Piqua Power System to continue its membership in American Municipal Power from 1/1/14 through 12/31/14.	
STAFF RECOMMENDATION	Approve Resolution No. R-145-13, which will allow the City of Piqua Power System to continue its membership in American Municipal Power for 2014.	

RESOLUTION NO. R-146-13

**A RESOLUTION RETAINING THE SERVICES OF COOPERATIVE
RESPONSE CENTER, INC. TO PROVIDE PROFESSIONAL
CUSTOMER CALL ANSWERING AND DISPATCH SERVICES FOR
THE POWER SYSTEM**

WHEREAS, it is deemed advisable for the City to retain the services of Cooperative Response Center, Inc. as a professional firm to provide customer call answering and dispatch services for the Power System; and

WHEREAS, the Cooperative Response Center, Inc. will provide professional services for which the solicitation of bids would, in the City Manager's judgment, be of no material benefit.

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 Cooperative Response Center, Inc. is hereby retained by the City of Piqua as a professional customer call service firm;

SEC. 2: The Finance Director certifies funds are available and 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 \$30,000;

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	December 17, 2013		
REPORT TITLE <small>(Should match resolution/ordinance title)</small>	A RESOLUTION RETAINING THE SERVICES OF COOPERATIVE RESPONSE CENTER, INC. TO PROVIDE PROFESSIONAL CUSTOMER CALL ANSWERING AND DISPATCH SERVICES FOR THE POWER SYSTEM		
SUBMITTED BY	Name & Title: Ed Krieger, Power System Director		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> 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; Ed Krieger		<input checked="" type="checkbox"/> Other: Energy Board
BACKGROUND <small>(Includes description, background, and justification)</small>	<p>In March of 2007, the Power System began utilizing the Cooperative Response Center (CRC), headquartered in Austin, Minnesota to provide after-hours call answering and dispatch services. This arrangement was necessitated when the steam and hot water system was shutdown in December of 2006. This resulted in the elimination of shift operators who provided these same services for the Power System, although in a significantly less efficient manner.</p> <p>To date, the Power System has been totally satisfied with the level of service provided by CRC, as well as the cost to provide these services. CRC was originally developed by a group of nineteen electric cooperatives in 1992. It has expanded to over 300 members in 41 states. Calls are answered and dispatched from the Austin, Minnesota, Dunlap, Tennessee or Abilene, Texas Contact Centers.</p>		
BUDGETING AND FINANCIAL IMPACT <small>(Includes project costs and funding sources)</small>	Budgeted \$:	\$30,000	
	Expenditure \$:	\$30,000	
	Source of Funds:	Power System	
	Narrative:	The 2014 CRC Budget remains at the 2013 level of \$30,000. CRC will provide professional services for which the solicitation of bids would be of no material benefit. CRC has been fully integrated into the operations of the Power System, and provides a significant advantage to our customers in terms of enhanced service reliability through	

		<p>its state-of-the-art after-hour call answering and dispatch services. The Energy Board members unanimously recommended to Piqua City Commission to retain the services of CRC to provide professional customer call and dispatch services for 2014 during the meeting of November 26, 2013.</p>
<p>OPTIONS (Include Deny /Approval Option)</p>	<p>1. 2.</p>	<p>Approve Resolution No. R-146-13 authorizing the City of Piqua Power System to retain the services of the Cooperative Response Center, Inc. to provide professional customer call and dispatch services for 2014.</p> <p>Do not approve Resolution No. R-146-13 and provide staff with further direction.</p>
<p>PROJECT TIMELINE</p>	<p>This Resolution will provide professional customer call and dispatch services for the Power System from 1/1/14 through 12/31/14.</p>	
<p>STAFF RECOMMENDATION</p>	<p>Approve Resolution No. R-146-13, which will authorize the Power System to retain the services of the Cooperative Response Center, Inc. to provide professional customer call and dispatch services for 2014.</p>	

RESOLUTION NO. R-147-13

**A RESOLUTION AUTHORIZING THE CITY
PURCHASING AGENT TO PURCHASE
#2 FUEL OIL ON THE OPEN AND SPOT
MARKET**

WHEREAS, Section 34.19 of the Piqua Code permits the purchase of supplies for City departments without advertising when, in the judgment of the City Purchasing Agent, advertising would not be of any material economic benefit; and

WHEREAS, it is the judgment of the City Purchasing Agent that purchasing #2 fuel oil for the City, at the best price available when it is needed, on the open and spot market during the year 2014 without advertising, is permissible and advisable by said Section 34.19;

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 Purchasing Agent is authorized to dispense with advertising for the purchase of #2 fuel oil for the City during the year 2014 and to make said purchases at the best price available when it is needed on the open and spot market;

SEC. 2: The Finance Director certifies funds are available and 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;

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	December 17, 2013			
REPORT TITLE <small>(Should match resolution/ordinance title)</small>	A RESOLUTION AUTHORIZING THE CITY PURCHASING AGENT TO PURCHASE #2 FUEL OIL ON THE OPEN AND SPOT MARKET			
SUBMITTED BY	Name & Title: Ed Krieger, Power System Director Department: Power System			
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Regular
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; Ed Krieger		<input checked="" type="checkbox"/> Other: Energy Board	
BACKGROUND <small>(Includes description, background, and justification)</small>	<p>The Power System owns and operates two combustion turbine generators that burn #2 fuel oil to generate electricity. These units are peak load generating units, which mean they are only used to meet requirements during the periods of greatest or peak load on the system. These units may also be operated as part of PJM's demand response program, for which the City receives significant financial benefit. The use of these units fluctuates annually.</p> <p>The Power System purchases #2 fuel oil at various times during the year, depending on how often the combustion turbine generators are operated. In previous years these purchases have been made by obtaining quotes from various suppliers prior to placing an order. The quantity and timing of fuel burned annually fluctuates depending on the need to run the generating units. This coupled with the unpredictable fuel market makes it impractical to obtain an annual fixed cost for this commodity. Recent suppliers of fuel oil include:</p> <ul style="list-style-type: none"> • Earhart Petroleum Inc., 1494 Lytle Rd., Troy OH • Kevin Mote Petroleum Distributor Inc., 11611 S.R. 571, Laura OH • Schafer Oil Co., 9201 St. Rte. 66, Fort Loramie OH <p>It is necessary for the Power System to purchase #2 fuel oil as needed for 2014 from one or more of the suppliers listed above.</p>			

BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$75,000
	Expenditure \$:	\$75,000
	Source of Funds:	Power System
	Narrative:	<p>The 2014 Gas Turbine #2 fuel oil budget remains at the 2013 level of \$75,000. Section 34.19 of the Piqua Code permits the purchase of supplies for City Departments without advertising when, in the judgment of the City Purchasing Agent, advertising would not be of any material economic benefit.</p> <p>The Energy Board unanimously recommended Piqua City Commission approve #2 fuel oil purchases as needed for 2014 during its meeting of November 26, 2013.</p>
OPTIONS (Include Deny /Approval Option)	1.	Approve Resolution No. R-147-13 authorizing the City of Piqua Power System to purchase #2 fuel oil as needed for 2014.
	2.	Do not approve Resolution No. R-147-13 and provide staff with further direction.
PROJECT TIMELINE	This Resolution will allow Power System staff to purchase #2 fuel oil as needed to run the gas turbines from 1/1/14 through 12/31/14.	
STAFF RECOMMENDATION	Approve Resolution No. R-147-13 authorizing the City of Piqua Power System to purchase #2 fuel oil as needed for 2014.	

RESOLUTION NO. R-148-13

A RESOLUTION RETAINING THE SERVICES OF SAWVEL AND ASSOCIATES TO PROVIDE PROFESSIONAL CONSULTING AND ENGINEERING SERVICES FOR THE POWER SYSTEM

WHEREAS, it is deemed advisable for the City to retain the services of Sawvel and Associates as a professional firm to provide consulting and engineering services for the Power System; and

WHEREAS, Sawvel and Associates will provide professional services for which the solicitation of bids would, in the City Manager's judgment, be of no material benefit.

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: Sawvel and Associates is hereby retained by the City of Piqua as a professional consulting and engineering firm.

SEC. 2: The Finance Director certifies funds are available and 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 \$80,000;

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	December 17, 2013			
REPORT TITLE (Should match resolution/ordinance title)	A RESOLUTION RETAINING THE SERVICES OF SAWVEL AND ASSOCIATES TO PROVIDE PROFESSIONAL CONSULTING AND ENGINEERING SERVICES FOR THE POWER SYSTEM			
SUBMITTED BY	Name & Title: Ed Krieger, Power System Director Department: Power System			
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Regular
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; Ed Krieger		<input checked="" type="checkbox"/> Other: Energy Board	
BACKGROUND (Includes description, background, and justification)	<p>Sawvel and Associates (Sawvel) is an independent consulting and engineering firm located in Findlay, Ohio. Sawvel provides services to a number of publicly owned utilities in Ohio, Indiana and Michigan. For over twenty years, Sawvel has provided the Piqua Power System with cost-of-service and rate design, advised the City on electric power supply and transmission arrangements, and made recommendations concerning Piqua's potential participation in AMP joint-venture generating projects.</p> <p>I would consider the employees of Sawvel to be an extension of the Power System staff. Over the years, Sawvel employees have proven to be readily available, as well as an invaluable resource to assist with making difficult decisions related to the long-term interests of the Power System. In 2014, Sawvel will work with Piqua staff to complete the following initiatives:</p> <ul style="list-style-type: none"> • Update Long-Range (2014-2023) Business Plan • Complete Cost-of-Service Electric Rate Study • Evaluate AMP Generation Opportunities • Provide Consulting and Engineering on Additional Items as Needed 			
BUDGETING AND	Budgeted \$:	\$80,000		
	Expenditure \$:	\$80,000		

FINANCIAL IMPACT (Includes project costs and funding sources)	Source of Funds:	Power System
	Narrative:	The 2014 Sawvel Budget remains at the 2013 level of \$80,000. Sawvel will provide professional services for which the solicitation of bids would be of no material benefit. The Energy Board unanimously recommended to Piqua City Commission to retain the services of Sawvel and Associates to provide professional consulting and engineering services in 2014 during its meeting of November 26, 2013.
OPTIONS (Include Deny /Approval Option)	1.	Approve Resolution No. R-148-13 authorizing the City of Piqua Power System to retain the services of Sawvel and Associates to provide professional consulting and engineering services in 2014.
	2.	Do not approve Resolution No. R-148-13 and provide staff with further direction.
PROJECT TIMELINE	This Resolution will provide professional consulting and engineering services for the Power System from 1/1/14 through 12/31/14.	
STAFF RECOMMENDATION	Approve Resolution No. R-148-13 authorizing the City of Piqua Power System to retain the services of Sawvel and Associates to provide professional consulting and engineering services in 2014.	

RESOLUTION NO. R-149-13

**A RESOLUTION AUTHORIZING PAYMENT TO THE DAYTON
POWER & LIGHT CO. TO FACILITATE THE ELIMINATION OF
COSTLY AND UNRELIABLE DATA LINES CONNECTING PIQUA
POWER SYSTEM TO DP&L ELECTRIC TRANSMISSION
FACILITIES**

WHEREAS, the Power System has recently completed construction of a highly reliable fiber-optic communication network; and

WHEREAS, the new fiber-optic network allows for the elimination of costly and unreliable data lines; and

WHEREAS, the Power System has requested that The Dayton Power & Light Co. transition their communication and electric substation equipment to the newly constructed fiber optic network.

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 Dayton Power & Light Co. is hereby authorized to acquire equipment and services as required to transition their communication systems to Piqua's fiber-optic network.

SEC. 2: The Finance Director certifies funds are available and 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;

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	December 17, 2013			
REPORT TITLE <small>(Should match resolution/ordinance title)</small>	A RESOLUTION AUTHORIZING PAYMENT TO THE DAYTON POWER & LIGHT CO. TO FACILITATE THE ELIMINATION OF COSTLY AND UNRELIABLE DATA LINES CONNECTING PIQUA POWER SYSTEM TO DP&L ELECTRIC TRANSMISSION FACILITIES			
SUBMITTED BY	Name & Title: Ed Krieger, Power System Director Department: Power System			
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Regular
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; Ed Krieger		<input checked="" type="checkbox"/> Other: Energy Board	
BACKGROUND <small>(Includes description, background, and justification)</small>	<p>The Piqua Power System has recently completed construction of a new, highly-reliable, self-healing fiber-optic network communication system. The new network replaces an outdated, capacity limited, radial system built in mid 1980. The new communication system will serve a number of Power System needs now and into the future, including:</p> <ul style="list-style-type: none"> • Enhanced Supervisory Control and Data Acquisition (SCADA) Communications • Reliable Remote Operation of Piqua's Gas Turbines • Reliable Operation of Piqua's Transmission Relaying • Smart Grid Opportunities, including Automated Switching of Field Devices (Switches, Capacitors, Intellirupters, etc.) • Automated Metering Infrastructure Build-Out <p>And lastly, the purpose of this legislation, which is:</p> <ul style="list-style-type: none"> • Elimination of Costly, Unreliable AT&T Data Lines which Connect Piqua's 69 kV Transmission Substations to DP&L's Electric Transmission Facilities 			
BUDGETING AND	Budgeted \$:	\$205,000		
	Expenditure \$:	\$150,000		

FINANCIAL IMPACT (Includes project costs and funding sources)	Source of Funds:	Power System
	Narrative:	The 2014 Budget includes \$205,000 to facilitate the movement of DP&L's communication systems from AT&T leased data lines to Piqua's newly constructed fiber-optic network. Piqua is required to cover the cost of the data lines, which have a current annual cost exceeding \$40,000. The cost of this service is expected to continue to escalate into the future. The Energy Board unanimously recommended to Piqua City Commission to reimburse DP&L for their out-of-pocket costs to transition their communication and associated substation equipment to Piqua's fiber-optic network during its meeting of November 26, 2013.
OPTIONS (Include Deny /Approval Option)	1.	Approve Resolution No. R-149-13 reimbursing DP&L for their out-of-pocket costs to transition communication facilities to Piqua's fiber-optic network.
	2.	Do not approve Resolution No. R-149-13 and provide staff with further direction.
PROJECT TIMELINE	This Resolution will allow for DP&L to transition their required communication needs associated with serving the Piqua Power System to the recently constructed fiber-optic network by 6/30/14.	
STAFF RECOMMENDATION	Approve Resolution No. R-149-13 reimbursing DP&L for the cost of moving their required communication needs to Piqua's fiber-optic network providing for improved, more reliable and cost-effective communication.	

RESOLUTION NO. R-150-13

A RESOLUTION OPPOSING THE PASSAGE OF HOUSE BILL 5 BY THE OHIO GENERAL ASSEMBLY AND ENCOURAGING THE ADOPTION OF THE CHANGES RECOMMENDED BY THE OHIO MUNICIPAL LEAGUE

WHEREAS, Municipalities in Ohio exist primarily as a tool of self-governance to provide high quality services to the citizens which live in them and to the constituents who visit for work, entertainment, educational and economic development purposes; and

WHEREAS, municipalities agree that revenue-neutral uniformity on issues that will ease compliance burdens for businesses in and potentially locating in Ohio would be of great benefit to all of Ohio; and

WHEREAS, HB 5 as drafted and introduced contains language that is detrimental to the financial stability of municipalities; will reduce revenue for all municipalities in Ohio; includes "unfunded mandates" which will limit the ability for municipalities to provide basic services to residents, businesses, and visitors; creates special tax breaks; and, creates additional state level bureaucracy; and

WHEREAS, the recent reduction in the Local Government Fund has resulted in an annual loss of \$971,000 in revenue for the City of Piqua; and

WHEREAS, the elimination of the Estate Tax will result in an annual loss of \$400,000 in revenue for the City of Piqua; and

WHEREAS, the accelerated phase-out of promised reimbursement for the loss of revenues due to repeal of the Tangible Personal Property Tax has resulted in an annual loss of \$200,000 in revenue for the City of Piqua; and

WHEREAS, the proposals in HB 5 will result in an additional estimated loss of annual revenue of \$500,000 or more for the City of Piqua; and

WHEREAS, HB 5 includes provisions that require State oversight of municipal income tax administration, administrative policies and procedures for municipal income tax collection and administration that dramatically hamper the ability to administer the local tax in an effective manner; and

WHEREAS, municipalities must fight to protect their single largest revenue source, which provides essential municipal services, promoting a positive quality of life that residents and businesses alike rely upon, and any forced reduction in this revenue will have a negative impact on residents and businesses, creating an environment detrimental to retaining and attracting business in Ohio.

NOW, THEREFORE, BE IT RESOLVED by the Commission of the City of Piqua that:

SEC. 1: This Commission does hereby declare its strong opposition to an effort by the Ohio General Assembly to pass legislation that creates "unfunded mandates" and a loss of revenue under the guise of municipal income tax uniformity.

SEC. 2: This Commission urges its State legislators to reject HB 5, and any amendment to pending bills and opposes the introduction of new legislation that proposes to reduce municipal income tax revenue to municipalities in Ohio. State legislators should also continue to engage in constructive dialogue with local officials to gain consensus on correction of the perceived issues of potential revenue-neutral commonality and uniformity in those few remaining differences in municipal income tax provisions.

SEC. 3: This Commission urges members of the Ohio General Assembly to reject HB 5 as proposed and make the changes suggested by the Ohio Municipal League Coalition.

SEC. 4: That the Clerk of Commission is hereby directed to send a copy of this Resolution to the Governor, Tax Commissioner, Senator Bill Beagle, Representative Richard Adams and all members of the State Legislature representing the City of Piqua.

SEC. 5: This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that the City must maintain revenue levels without threat of assault via legislation proposed by the Ohio General Assembly; therefore, this Resolution shall be in full force and effect immediately upon its adoption by Commission.

_____ Yeas; _____ Nays.

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

LINE # - LSC 130 1581-2	ISSUE	CONCERNS	IMPACT
276-280	<p>OFFSETS</p> <p>Allows offsets of pass through entity losses against net profit income of the resident. The Omnibus amendment allows any net operating loss of a resident as a deduction against the distributive share of any net profit attributable to ownership interest in a pass through entity generated during the same year. The Omnibus also provides that the offset does not apply to any net profit or NOL attributable to ownership interest in an S Corporation unless the shareholders' distributive shares of the net profits from the S Corp are subject to the municipal tax in the municipal corporation.</p>	<p>1. Individuals will be able to take losses more than once. For example, a Columbus resident with a reportable gain from a PTE in a township and a loss from a Westerville partnership will be able to take the Westerville partnership loss (already reported in Westerville and carried forward in Westerville) against the gain reportable to Columbus.</p> <p>2. Municipal corporations that currently do not allow the offsetting of gains and losses will be forced to do so.</p> <p>3. Municipal corporations that only allow unapportioned losses and gains to offset will now be forced to allow apportioned and unapportioned gains and losses to offset.</p> <p>4. Municipal corporations that tax S Corps at the individual level (took to ballot in 2003 / 2004) that have not allowed other losses to offset S Corp gains, or who have not allowed S Corp losses to offset other gains will now be forced to do so.</p>	<p>REVENUE LOSS</p>
311	<p>SERP / NONQUALIFIED DEFERRED COMP ISSUE</p> <p>Previous language that would have exempted SERPS and Nonqualified Deferred Comp ("pension payments and benefits") language has been changed to now only show "pensions" as being taxable.</p>	<p>Language was added that exempts from qualifying wages "any amount that is exempt income", requiring additional review on whether or not this will impact this issue.</p>	<p>IMPACT UNCLEAR</p>

<p>409 - 442 and Section 718.011</p>	<p>OCCASIONAL ENTRANT RULE Provides language that increases 12 day rule to 20 day rule, eliminates the retroactive component for taxing employees back to day one, provides opt-in or out language for employers to withhold, gives exemption to employers who have gross receipts under \$500,000 in previous taxable year. Gives employee an exemption from taxation on wages that are currently taxed by municipal corporations.</p>	<p>1. Sub HB 5 does not require withholding back to day one, when an employee exceeds the 20 day rule. The employer is required to withhold for the principal place of work location of the employer, and can opt to withhold for the place where work was performed. If the employer is located in a township or non-taxing jurisdiction, the employee working in a municipal corporation could pay nothing for the first 20 days. The wages are also EXEMPT from municipal taxation, except for the employee's place of residence. This means that the actual work location cannot tax those first 20 days. Under current 12 day law, the employer must withhold back to day one when the 12 days is exceeded.</p> <p>2. An employer is only required to withhold for principal place of work if the employer's gross receipts were under \$500,000 in the previous taxable year. An employer located in a township or non-taxing jurisdiction would withhold zero for employees working in municipal corporations. An employee could work within the same municipal corporation for an entire year, and not be subject to that municipal corporation's tax. The municipal corporation where work is performed is prohibited from taxing these earnings, as they are exempt.</p> <p>3. The Omnibus amendment specifically exempts Board of Directors fees, providing a carve-out for what are typically highly compensated individuals.</p> <p>4. An employee with tax withheld for the first 20 days due to principal place of work location who neither works or lives in that municipal corporation will be able to obtain a refund of the tax withheld and paid to the principal place of work. The employee will still have a W-2 showing the tax withheld, and could use this credit on their city of residence return, even though the tax was refunded back to the employee. The municipality of residence will not know when the credits shown on the W-2's are legitimate or not.</p>	<p>REVENUE LOSS</p>
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OHIO MUNICIPAL LEAGUE

Review of Sub HB 5 - LSC 130 1581-2 with OMNIBUS, 11/11/13

<p>500 - 566</p>	<p>NET OPERATING LOSS CARRYFORWARD Sub HB 5 mandates a five year NOL carryforward for all municipal corporations, with a five year phase in period beginning in 2017. An NOL Study Committee is formed to study the effects of the NOL on revenue.</p>	<p>1. Approximately 170 cities have no current Net Operating Loss carryforward, and approximately 60 have less than a five year NOL, resulting in a significant loss of revenue for these municipal corporations. 2. The NOL Study Committee will serve no true purpose, as it has already been determined by the legislature that regardless of the revenue impact, the five year NOL is hereby mandated. 3. With the combination of offsets and the NOL, even those municipalities who currently have a five year NOL could experience significant revenue loss due to the mandated combination of both. 4. The five year phase in allows only 50% NOL for all, so businesses in a municipal corporation that currently has an NOL will experience a tax increase during the phase in period. 5. JEDD and JEDZ follow the municipal corporation tax ordinance, so JEDD and JEDZ that currently do not have an NOL or that have less than five year NOL will experience a significant revenue loss. 6. JEDD and JEDZ, with the combination of offsets and the NOL, even those with a current five year NOL could experience significant revenue loss due to the mandated combination of both.</p>	<p>REVENUE LOSS</p>
<p>819 - 836</p>	<p>WRITTEN DETERMINATION Omnibus amendment removed "written finding of tax administrator" language, but issues still exist in current version.</p>	<p>1. A refund submitted on an amended tax return filing would trigger the "written determination" procedure, prompting certified mail notification to taxpayer of any change to the refund request (again, on an amended return only). 2. Language does not clarify that a "written determination" is not an audit or assessment, or a correction to a tax return submitted.</p>	<p>ADMINISTRATIVE BURDEN, INCREASED COSTS</p>

OHIO MUNICIPAL LEAGUE

Review of Sub HB 5 - LSC 130 1581-2 with OMNIBUS, 11/11/13

<p>1001 - 1007</p>	<p>DOMICILE Language has been removed from Municipal Coalition draft that clarified language.</p>	<p>1. Removed Municipal Coalition draft language showing that the taxpayer could rebut the conclusion of domicile if the tax administrator unreasonably concluded domicile, and instead requires only a preponderance of the evidence to determine domicile, when clearly some factors are weighted differently than others. 2. Removed key sentence "A taxpayer's intention to change a domicile will not effect such change unless the taxpayer ceases to reside in the domicile". "Intent" is a key component in determining domicile, and removal of this sentence may impact the ability to use "intent" as a weighted factor.</p>	<p>POSSIBLE INCREASED COST OF LITIGATION</p>
<p>1132 - 1142</p>	<p>ALTERNATIVE APPORTIONMENT Allows the taxpayer to notify the tax administrator prior to using an alternative apportionment. Current law requires tax administrator approval.</p>	<p>1. Current law requires the taxpayer to seek approval to use an alternative apportionment method, Sub HB 5 only requires that the taxpayer notifies the tax administrator prior to submitting the return. 2. Any ability to disallow the filing using an alternative apportionment formula appears to have been removed from the bill, removing the tax administrator's authority to deny the use of an alternative apportionment formula.</p>	<p>REVENUE LOSS, LOSS OF AUTHORITY TO DETERMINE PROPER FILING METHOD</p>
<p>1722 - 1726</p>	<p>CREDIT FOR TAX PAID ON PTE INCOME Sub HB 5 required that a municipal corporation may, by Ordinance or resolution, grant a credit to residents for all or a portion of taxes paid to other municipal corporations on PTE income.</p>	<p>1. A municipal corporation that allows NO CREDIT for tax paid to other municipal corporations would be prohibited from not allowing "all or a portion" of the taxes paid as a credit. 2. This provision provides inequitable treatment between taxpayers based on type of income, and disproportionate credits allowed for residents.</p>	<p>REVENUE LOSS</p>
<p>1843, 1893, etc</p>	<p>DEMINIMUS THRESHOLD Municipal Coalition draft language provided \$5 deminimus for balances due and refunds, Sub HB 5 provides for \$10 deminimus.</p>	<p>1. State of Ohio provides for a minimum amount due of \$1, Municipal Coalition draft language raised this for municipal purposes to \$5. There is no need to raise this to a minimum of \$10. A return must still be filed. 2. While this will also reduced the number of refunds issued, it will decrease the amount of revenue collected and these two will not be offsetting.</p>	<p>REVENUE LOSS</p>

OHIO MUNICIPAL LEAGUE

Review of Sub HB 5 - LSC 130 1581-2 with OMNIBUS, 11/11/13

<p>2023 - 2029</p>	<p>STATE TAX COMMISSIONER TO PROVIDE DOCUMENTS This provision increases the amount of time (from 30 to 60 days) for the State Tax Commissioner to provide documentation to municipal corporations relative to municipal filings on deregulated electric and telephone companies collected by the State.</p>	<p>1. Refund requests for taxes overpaid on deregulated telephone and electric companies are forwarded to each municipal corporation to process and refund. NO documentation is provided by the State Tax Commissioner to verify the refund amounts. This provision requires the State Tax Commissioner to provide documents in a timely manner. 2. The amount of time was increased from 30 days (in Municipal Coalition proposal) to 60 days. 3. By not tolling the statute of limitations (as requested) during this period, a municipal corporation would not have time to request the documents, wait for a response from the State Tax Commissioner, and then audit and review documents received prior to the 90-day statute for issuing the refund to the taxpayer.</p>	<p>INCREASED COSTS (Interest paid on refunds not processed timely), ADMINISTRATIVE BURDEN</p>
<p>2096 - 2150</p>	<p>CONSOLIDATED RETURN LANGUAGE Sub HB 5 provides new language, defining "affiliated group of corporations" and "Incumbent local exchange carriers", and excludes them from "Consolidated federal taxable income" definition.</p>	<p>1. New language provides special treatment at the request of AT&T, not provided to other taxpayers. 2. Language provides an opt-in opt-out every five years for municipal tax purposes from filing a consolidated municipal income tax return, even when consolidated federal income tax return is filed for that particular tax year. While it allows for tax administrator to approve opt-out request for good cause, denials will result in lengthy litigation process. Opt-out provides special interest treatment, different municipal treatment as opposed to federal treatment, and possible income shifting to avoid municipal tax.</p>	<p>REVENUE LOSS, LOSS OF AUTHORITY TO DETERMINE PROPER FILING METHOD</p>
<p>2185 - 2211</p>	<p>CONSOLIDATED RETURN LANGUAGE - TREATMENT OF PASS THRU ENTITY Sub HB 5 provides option to include or exclude PTE profit or loss from the consolidated federal taxable income of the affiliated group, contrary to current law.</p>	<p>1. Municipal Coalition language required that an affiliated group would deduct from the group's consolidated federal tax return the profits from a pass through entity that is included in the consolidated federal taxable income of the affiliated group, and add back any loss incurred by the pass through entity that is included in the consolidated federal taxable income of the affiliated group. 2. Sub HB 5 language provides an OPTION to include or not include the profit or loss, providing for cherry-picking the best scenario to avoid municipal income tax, contrary to current law or current practice.</p>	<p>REVENUE LOSS</p>

OHIO MUNICIPAL LEAGUE

Review of Sub HB 5 - LSC 130 1581-2 with OMNIBUS, 11/11/13

<p>2819 - 2875</p>	<p>CERTIFIED MAIL PROCESS FOR WRITTEN DETERMINATION Sub HB 5 provides cumbersome language for specifics in certified mailing process</p>	<p>1. Language is administratively burdensome, and is intended to be burdensome. IF LANGUAGE REGARDING AUDT AND ASSESSMENTS IS NOT CLARIFIED, THIS WOULD APPLY TO THOSE TYPES OF NOTICES AS WELL. 2. For taxpayers who move through the criminal or civil process, there are notification processes required by the Courts to ensure service notification, so this language is not necessary. 3. ANY TAXPAYER WHO HAS REQUESTED A WRITTEN DETERMINATION would have provided a good address for this notification and would have been in contact directly with the tax administrator, making this language not only burdensome but completely unnecessary.</p>	<p>INCREASED COSTS, ADMINISTRATIVE BURDEN</p>
<p>3365 - 3368</p>	<p>AMENDED CONSOLIDATED RETURN LANGUAGE Sub HB 5 provides language contrary to current law regarding the filing of an amended consolidated return.</p>	<p>1. New language that states that a taxpayer intending to file an amended consolidated municipal income tax return shall notify the tax administrator before filing the amended return. 2. Current law requires that, unless they are now filing an amended return as a consolidated return for the first time (original return was not a consolidated return), the taxpayer had to obtain permission to file the consolidated return. 3. This is a way to bypass the authority process of the tax administrator, and file an "amended" consolidated municipal return without the prior approval of the taxpayer.</p>	<p>ADMINISTRATIVE BURDEN, POTENTIAL REVENUE LOSS</p>
<p>4426 - 4431</p>	<p>MUNICIPAL NOL STUDY COMMITTEE</p>	<p>1. NOL STUDY COMMITTEE LANGUAGE should be included, but MANDATED 5 YEAR NOL SHOULD BE REMOVED UNTIL THE STUDY COMMITTEE HAS CONCLUDED IT'S WORK. 2. The scenarios are an attempt to hand-pick scenarios that will not truly reflect the NOL losses that will ABSOLUTELY be felt by municipalities throughout the State. ANY CITY that would want to participate should be permitted to participate, and any "representative sample" should come from cities with no current NOL, or less than five year NOL, and should be a sampling based on region, size of community and those who can readily draw upon the information from existing records. As many municipalities that can participate should be permitted to participate. 3. AGAIN, leaving in the mandated 5 year NOL indicates a pre-determined result without benefit of the research, which the LSC fiscal analysis clearly shows will be negative and significant revenue loss.</p>	<p>PROBLEMATIC LANGUAGE</p>

Senate Finance Committee

Senator Scott Oelslager (Chair)
Senate Building
1 Capitol Square, 1st Floor North, Room 127
Columbus, OH 43215

Senator William P. Coley (Vice Chair)
Senate Building
1 Capitol Square, 1st Floor South, Rm 140
Columbus, OH 43215

Senator Dave E. Burke
Senate Building
1 Capitol Square, Ground Floor North, Rm 034
Columbus, OH 43215

Senator Randy Gardner
Senate Building
1 Capitol Square, 2nd Floor South, Rm 226
Columbus, OH 43215

Senator Jim Hughes
Senate Building
1 Capitol Square, 1st Floor North, Room 125
Columbus, OH 43215

Senator Shannon Jones
Senate Building
1 Capitol Square, 1st Floor South, Rm 137
Columbus, OH 43215

Senator Frank LaRose
Senate Building
1 Capitol Square, 2nd Floor North, Rm 221
Columbus, OH 43215

Senator Tom Patton
Senate Building
1 Capitol Square, 1st Floor North, Room 129
Columbus, OH 43215

Senator Bob Peterson
Senate Building
1 Capitol Square, Ground Floor North, Rm 041
Columbus, OH 43215

Senator Tom Sawyer (Ranking Minority)
Senate Building
1 Capitol Square, Ground Floor South, Rm 049
Columbus, OH 43215

Senator Joe Schiavoni
Senate Building
1 Capitol Square, 2nd Floor South, Room 228
Columbus, OH 43215

Senator Shirley A. Smith
Senate Building
1 Capitol Square, Ground Floor South, Rm 052
Columbus, OH 43215

Senator Charleta B. Tavares
Senate Building
1 Capitol Square, Ground Floor South, Rm 057
Columbus, OH 43215

RESOLUTION NO. R-151-13

**A RESOLUTION AUTHORIZING TRANSFERS OF CASH
FROM THE GENERAL FUND TO THE OTHER FUNDS
FOR THE FISCAL YEAR 2013**

WHEREAS, This Commission has authorized ORDINANCE 19-13 which includes General Fund transfers to various funds, and various other fund transfers to Debt Service Sinking Funds for the year 2013.

WHEREAS, The Auditor of State Ohio Compliance Supplement requires that: "Transfers require a resolution authorizing the transfers."

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

SEC. 1: That the Finance Director be authorized to transfer funds from the General Fund to other funds listed in Appendix A in an amount not to exceed the Appropriation Ordinance 19-13 listed in Appendix A.

SEC. 2: That the Finance Director be authorized to transfer from the Originating Funds to the respective Funds in an amount not to exceed the Appropriation Ordinance 19-13

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

APPENDIX A

RESOLUTION NO. 151-13

FOR THE FISCAL YEAR 2013

Transfers from:

The General Fund 001	\$	570,000
Fund 106 Safety Fund	\$	<u>91,087</u>
Total General Fund Transfers from	\$	661,087

Transfers to:

Fund 144 Clean Ohio Assistance Demolition Fund	\$	15,000
Fund 249 PFDP Pension G.O. Bonds Debt Service	\$	40,625
Fund 255 Fire Equipment 2008 G.O. Note	\$	50,462
Fund 409 Golf Course Fund	\$	250,000
Fund 410 Fort Piqua Plaza	\$	200,000
Fund 415 Swimming Pool Fund	\$	<u>105,000</u>
Total Transfers to	\$	661,087

Transfer from:

Fund 103 Construction	\$	173,754
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Transfer to:

Fund 216 SIB 25A Note '08	\$	173,754
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RESOLUTION NO. R-152-13

**A RESOLUTION AUTHORIZING TRANSFERS OF CASH
FROM THE GENERAL FUND TO THE OTHER FUNDS
FOR THE FISCAL YEAR 2014**

WHEREAS, This Commission has authorized ORDINANCE 16-13 which includes General Fund transfers to various funds, and various other fund transfers to Debt Service Sinking Funds for the year 2014.

WHEREAS, The Auditor of State Ohio Compliance Supplement requires that: "Transfers require a resolution authorizing the transfers."

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

SEC. 1: That the Finance Director be authorized to transfer funds from the General Fund to other funds listed in Appendix A in an amount not to exceed the Appropriation Ordinance 16-13 listed in Appendix A.

SEC. 2: That the Finance Director be authorized to transfer from the Originating Funds to the respective Funds in an amount not to exceed the Appropriation Ordinance 16-13

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

APPENDIX A

RESOLUTION NO. R-152-13

FOR THE FISCAL YEAR 2014

Transfers from:

The General Fund 001	\$	555,000
Fund 106 Safety Fund	\$	88,125
		<hr/>
Total General Fund Transfers from	\$	643,125

Transfers to:

Fund 249 PFDP Pension G.O. Bonds Debt Service	\$	39,063
Fund 255 Fire Equipment 2008 G.O. Note	\$	49,062
Fund 409 Golf Course Fund	\$	250,000
Fund 410 Fort Piqua Plaza	\$	200,000
Fund 415 Swimming Pool Fund	\$	105,000
		<hr/>
Total Transfers to	\$	643,125

Transfer from:

Fund 103 Construction	\$	173,754
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Transfer to:

Fund 216 SIB 25A Note '08	\$	173,754
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RESOLUTION NO. R-153-13

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) have negotiated a tentative a collective bargaining agreement effective January 1, 2014 through December 31, 2016 for the firefighters.

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 a collective bargaining agreement with the Local Union 252, International Association of Firefighters, AFL-CIO-CLC (IAFF) for the firefighters and for the terms as substantially attached hereto from January 1, 2014 through December 31, 2016.

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

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

AFL-CIO-CLC

1/1/2014 – 12/31/2016

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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 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 call the employee by their respective cell phone 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 calling the employee, the employee's name will be placed at the bottom of the list. The employee shall be responsible for keeping his phone numbers updated with the Fire Department.

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 2% effective January 1, 2014, 2% effective January 1, 2015, and 2% effective January 1, 2016. These weekly wage rates will be as follows:

TITLE	MONTHS/YEARS COMPLETED	01/01/14	01/01/15	01/01/16
Firefighter I	0	\$1,034.99	\$1,055.69	\$1,076.80
Firefighter II	12/1	\$1,055.74	\$1,076.85	\$1,098.39
Firefighter III	24/2	\$1,076.41	\$1,097.94	\$1,119.90
Firefighter IV	36/3	\$1,162.18	\$1,185.43	\$1,209.14
Firefighter V	48/4	\$1,229.81	\$1,254.40	\$1,279.49
Firefighter VI	84/7	\$1,242.09	\$1,266.93	\$1,292.27
Firefighter VII	180/15	\$1,254.50	\$1,279.59	\$1,305.18
Firefighter VIII	276/23	\$1,267.05	\$1,292.39	\$1,318.24

All employees are required to be paramedics and to retain the paramedic certification throughout their career as a firefighter and thus wages include and recognize that paramedic certification. Any firefighter that loses his paramedic certification through no fault of his own or due to an administrative error shall have at least 90 days to renew his certification.

Section 3. 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 4. 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 January 1st of each year. Personal leave not used by January 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.

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 and no later than November 15 of each calendar year.

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 18 days vacation in one calendar year. Effective January 1, 2002, an employee who has accumulated 56 days sick leave may convert up to 56 hours of sick leave to cash by November 15 of 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 each calendar year in accordance with departmental policy. All vacation selections shall be completed by the date set by management's policy. 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 the vacation calendar requests begin. The next most senior employee shall select his first choice of vacation and so on down the list until all employees have selected their first choice. A firefighter shall have until the beginning of his next duty day if necessary to make a selection except no firefighter shall wait until the next duty day to make his selection if the delay conflicts with management policy on when the calendar shall be completed. This policy does not apply to single day requests. 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 for the vacation year as defined by policy.

After the vacation schedule is complete, vacation selections may be made, allowing two firefighters to be off at the same time and to select single vacation days or single PT vacation days, subject to approval by the Fire Chief and Shift Officers. A firefighter may only use either vacation days or PT vacation days in single allotments, but not both, and shall not exceed three single days per calendar year. In no circumstance will a single day vacation request trump a week off. 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 within a reasonable amount of time. 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 and physical 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 meets or exceeds the employee's physical fitness standard shall receive one day of additional vacation.

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 2014 plan year, the City will fund 75% of employee HSA and HRA accounts (\$1,500 for individual coverage and \$3,000 for family coverage). For the 2015 and 2016 plan year, the City will fund 50% of employee HSA and HRA accounts (\$1,000 for individual coverage and \$2,000 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 in 2014. An employee may be reimbursed up to a maximum of \$1,000 if on a family plan and \$500 for a single plan for each calendar year for 2015 and 2016. 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 the health insurance provider for eligibility for the Bend the Trend Program, or other similar program.

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.

Reimbursement eligibility for 2014:

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 Health insurance website	\$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.

Reimbursement eligibility for 2015 and 2016:

Eligible Activity	Amount Reimbursed	Special Conditions
Biometric Screening Event	\$400	Eligible for reimbursement once each calendar year.
Health Risk Assessment	\$100	Eligible for reimbursement once each calendar year.
Wellness Coaching	\$100	Wellness Coaching is as indicated by the Health Risk Assessment. Eligible for reimbursement once each calendar year.
Registering on Health insurance website	\$100	Eligible for reimbursement once each calendar year.
Flu Shot	\$100	Must be received at the City. Eligible for reimbursement once each calendar year.
Exercise	\$100	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	\$200	To qualify for reimbursement, the employee must meet two of the three categories.

Cholesterol of less 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.
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 and at conclusion of 6 month period.

The City shall select the carrier for the HDHP annually after consulting with the Insurance Committee and after receiving quotes annually from carriers. The City will maintain comparable coverage to that in effect on the date this Agreement commences for the duration of this Agreement. Exact match of plan design need not be obtained. Bargaining unit employees shall be offered at a minimum the same benefits on the same terms applicable to the City's unrepresented employees.

- b) Insurance Committee. The Union shall designate up to two bargaining unit employees to represent the bargaining unit on the City's Insurance Committee. The Insurance Committee will meet periodically to (1) review the benefits being provided and the cost of those benefits and (2) to consider alternatives to maintain acceptable benefit levels at an acceptable cost to employees and the City. Any recommendation approved by a majority of the members of the Insurance Committee will be submitted to the City Manager for his consideration.
- c) Cost Sharing. For the 2014, 2015 and 2016 plan years, 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 weekly payroll deduction. For the 2014 calendar year only, the employee shall receive \$375 for a family plan and \$145 for a single plan deposited in his HSA or HRA account in addition to the reimbursement amounts in section (a) above.

- 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 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 \$75,000.

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.

Section 4. Reopener. Should the quotes received annually as required above renew the City's health care at an increase of 10% or more to its premium from the previous year for 2015 or 2016, either party can request this Article be reopened to achieve a mutual benefit for the parties recognizing that the cost of future health care is unpredictable with the implementation of the new federal regulations. The parties may also reopen this Article should there be an effect on costs from the opening of the City health clinic or the carrier selected provides a cafeteria plan of benefits that may be considered. The reopener is solely conditioned on a 10% or greater increase in premium renewal, the opening of the health clinic or a viable cafeteria plan. If one of these events does not trigger the reopener, health care shall be provided as stated above.

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.

This section shall be governed by federal and state law and by City policy as it pertains to notice requirements.

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, 2014, and shall remain in full force and effect until 11:59 p.m., December 31, 2016. 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 _____, 201__.

CITY OF PIQUA, OHIO

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, AFL-CIO-CLC,

LOCAL

Local #252 PIQUA, OHIO

By: _____

RESOLUTION NO. R-154-13

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) negotiated and have tentatively agreed to enter into a collective bargaining agreement effective January 1, 2014 through December 31, 2016 for the fire officers.

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 a collective bargaining agreement 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 from January 1, 2014 through December 31, 2016.

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

AGREEMENT
BETWEEN
THE CITY OF PIQUA
AND
LOCAL UNION 252, INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, AFL-CIO-CLC
(FIRE OFFICERS)

January 1, 2014 – December 31, 2016

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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.

Employees shall not possess, sell or use alcohol or controlled substances while on the job, including meal periods.

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.

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.

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.

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.

- G. 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.
- H. 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.
- I. 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.

- J. 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.
- K. 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.
- L. 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.
- M. 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. 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 call the employee by their respective individual cell phone number. If no reply is received from the employee within 5 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 calling the employee, the employee's name will be placed at the bottom of the list. The employee shall be responsible for keeping his phone numbers updated with the Fire Department.

Assistant Fire Chiefs, 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. Any officer who has compensatory time earned may use it or carry a maximum cumulative bank of 240 hours.

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 or the Fire Prevention Officer , 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 and 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 shall be increased 2% effective January 1, 2014, 2% effective January 1, 2015, and 2% effective January 1, 2016. The wage step schedule for Fire Officers shall be as indicated in the attached Schedule "C", 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

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 2001, 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 a certificate from a 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 a certificate from a 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 a certificate from a 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:

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 and approved by the City Manager).

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 and approved by the City Manager).

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.

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.

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 a minimum of two consecutive hours, 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
Martin Luther King Day
President's Day

Labor Day
Thanksgiving Day
Day After Thanksgiving

Memorial Day
Independence Day

Christmas Eve
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 January 1 of each year. Officers working a forty-hour week shall be granted forty-eight hours of personal time on January 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 18 days vacation 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 or in conjunction with other vacation time, subject to approval by the officers in charge. 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 but by no later than November 15.

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 48 hours sick leave in the past 12 months may convert an additional 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. A 40-hour employee who has accumulated 1,800 hours 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. Sick leave converted to cash is sick leave that was earned in prior years.

All conversion to cash shall be made by November 15 of each calendar year.

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.

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 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 2014 plan year, the City will fund 75% of employee HSA and HRA accounts (\$1,500 for individual coverage and \$3,000 for family coverage). For the 2015 and 2016 plan year, the City will fund 50% of employee HSA and HRA accounts (\$1,000 for individual coverage and \$2,000 for family coverage). Employees hired during a plan year shall have the City's contribution to their HSA and HRA 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 in 2014. An employee may be reimbursed up to a maximum of \$1,000 if on a family plan and \$500 for a single plan for each calendar year for 2015 and 2016. 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 the health insurance provider for eligibility for the Bend the Trend Program, or other similar program.

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.

Reimbursement eligibility for 2014:

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 Health insurance website	\$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.

Reimbursement eligibility for 2015 and 2016:

Eligible Activity	Amount Reimbursed	Special Conditions
Biometric Screening Event	\$400	Eligible for reimbursement once each calendar year.
Health Risk Assessment	\$100	Eligible for reimbursement once each calendar year.
Wellness Coaching	\$100	Wellness Coaching is as indicated by the Health Risk Assessment. Eligible for reimbursement once each calendar year.
Registering on Health insurance website	\$100	Eligible for reimbursement once each calendar year.
Flu Shot	\$100	Must be received at the City. Eligible for reimbursement once each calendar year.
Exercise	\$100	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	\$200	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.
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 and at conclusion of 6 month period.

The City shall select the carrier for the HDHP annually after consulting with the Insurance Committee and after soliciting no less than three quotes annually from carriers. The City will maintain comparable coverage to that in effect on the date this Agreement commences for the duration of this Agreement. Bargaining unit employees shall be offered at a minimum the same benefits on the same terms applicable to the City's unrepresented employees.

- b) Insurance Committee. The Union shall designate up to two bargaining unit employees to represent the bargaining unit on the City's Insurance Committee. The Insurance Committee will meet periodically to (1) review the benefits being provided and the cost of those benefits and (2) to consider alternatives to maintain acceptable benefit levels at an acceptable cost to employees and the City. Any recommendation approved by a majority of the members of the Insurance Committee will be submitted to the City Manager for his consideration.
- c) Cost Sharing. For the 2014, 2015 and 2016 plan years, 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 weekly payroll deduction. For the 2014 calendar year only, the employee shall receive \$375 for a family plan and \$145 for a single plan deposited in his HSA or HRA account in addition to the reimbursement amounts in section (a) above.
- 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 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 \$100,000.

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.

Section 4. Reopener. Should the quotes received annually result in the City's health insurance premium increasing by 10% or more from the previous year for 2015 or 2016, either party can request this Article be reopened to achieve a mutual benefit for the parties recognizing that the cost of future health care is unpredictable with the implementation of the new federal regulations. The parties may also reopen this Article should there be an effect on costs from the opening of the City health clinic or the carrier selected provides a cafeteria plan of benefits that may be considered. The reopener is solely conditioned on a 10% or greater increase in premium renewal, the opening of the health clinic or a viable cafeteria plan. If one of these events does not trigger the reopener, health care shall be provided as stated above.

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:

- 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.

This section shall be governed by federal and state law and by City policy as City policy pertains to notice requirements.

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, 2014, or when this Agreement is signed, whichever is later, and shall remain in full force and effect until 11:59 p.m., December 31, 2016. 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 _____, 201_.

CITY OF PIQUA, OHIO

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

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____