

REGULAR PIQUA CITY COMMISSION MEETING
TUESDAY, JANUARY 21, 2014
7:30 P.M. – COMMISSION CHAMBER – 2nd FLOOR
201 WEST WATER STREET
PIQUA, OHIO 45356

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

GOVERNMENT ACADEMY GRADUATES

Richard Ault
Christopher Kolsky
Fred Lee
Karen McNeil
Deb Ruemelle
Randi Simon-Serey
Stacy Stang

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 January 7, 2014 Regular City Commission Meeting

OLD BUSINESS

2. **ORD. NO. 1-14 (2nd Reading)**

An Ordinance repealing existing Chapter 33 and enacting a new Chapter 33 of the Piqua Code, relating to Employee policy

NEW BUSINESS

3. **RES. NO. R-5-14**

A Resolution authorizing a purchase order to Miami Valley Risk Management Association for purchase of insurance

4. **RES. NO. R-6-14**

A Resolution granting a roadway easement for Hardin Road Alternate turnaround

5. **RES. NO. R-7-14**

A Resolution awarding a contract to Pohlkat for the emergency quarry pumping costs

6. **RES. NO. R-8-14**

A Resolution authorizing the City Manager to enter into a Collective Bargaining Agreement with the Fraternal Order of Police (Officers), Ohio Labor Council, Inc.

7. RES. NO. R-9-14

A Resolution authorizing the City Manager to enter into a Collective Bargaining Agreement with the Fraternal Order of Police (Civilians), Ohio Labor Council, Inc.

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.)

OTHER

Monthly Reports – November 2013

CITY MANAGER'S REPORT

COMMISSIONERS COMMENT

ADJOURNMENT

**MINUTES
PIQUA CITY COMMISSION
Tuesday, January 7, 2014
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, Washington Township Trustees McMaken, Hiegel, and Hartley.

OATH OF OFFICE

MAYOR - LUCINDA L. FESS

OATH OF OFFICE

VICE MAYOR – WILLIAM D. VOGT

OATH OF OFFICE

THIRD WARD COMMISSIONER – JOSEPH H. WILSON

OATH OF OFFICE

FOURTH WARD COMMISSIONER – JULIA A. (JUDY) TERRY

Law Director Stacy Wall administered the Oath of Office to Mayor Fess, Vice Mayor Vogt, Third Ward Commissioner Wilson, and Fourth Ward Commissioner, Julia A. (Judy) Terry.

JOINT MEETING WITH WASHINGTON TOWNSHIP TRUSTEES

Consent Agenda

Approval of Minutes

Approval of the minutes from the January 15, 2013 Joint Meeting of the Washington Township Trustees and Piqua City Commission

Moved by Trustee Hiegel, seconded by Commissioner Wilson, that the minutes of the January 15, 2013 Joint Meeting of the Washington Township Trustee and the Piqua City Commission be approved.

NEW BUSINESS

RES. NO. R-1-14

A Resolution reappointing a member to the Board of Trustees of Forest Hill Cemetery

City Manager Huff stated this resolution reappoints Jim Hiegel to a three-year term on the Board of Trustees of the Forest Hill Union Cemetery to expire on December 31, 2016.

Moved by Trustee Hartley, seconded by Commissioner Vogt, that Resolution No. R-1-14 be adopted. Roll call, Trustee McMaken, Trustee Hiegel, Trustee Hartley, Commissioner Terry, Commissioner Vogt, Commissioner Wilson, and Commissioner Martin. Nay: None. Mayor Fess abstained stating she is a member of the Board of Trustee of the Forest Hill Union Cemetery.

Moved by Commissioner Vogt, seconded by Commissioner Martin, to adjourn from the Joint Meeting with the Washington Township Trustees and the Piqua City Commission at 7:40 P.M. Voice vote, Aye: Hiegel, Hartley, McMaken, Martin, Vogt, Terry, Fess, and Wilson. Nay: None. Motion carried unanimously. Mayor Fess declared Resolution R-1-14 adopted.

REGULAR CITY COMMISSION MEETING

Consent Agenda

Approval of Minutes

Approval of the minutes from the December 17, 2013 Regular Piqua City Commission Meeting.

RES. NO. R-1-14

A Resolution reappointing a member to the Board of Trustees of Forest Hill Union Cemetery

City Manager Huff stated Resolution R-1-14 reappoints Julia A (Judy) Terry to the Grow Piqua Now Board for a three year term to expire on December 31, 2016.

Moved by Commissioner Martin, seconded by Commissioner Vogt, to approve the Consent Agenda. Voice vote, Aye: Martin, Fess, Vogt, Terry, and Wilson. Nay: None. Motion carried unanimously. Mayor Fess declared Resolution No. R-1-14 adopted.

Old Business

ORD. NO. 18-13 (3rd 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 rates for Storm Water Utilities that will increase 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 \$210,000 over the next three years with the money going to capital expenditures, stated Mr. Alexander.

Public Comment

No one came forward to speak for or against Ordinance No. 18-13.

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Ordinance No. 18-13 be adopted. Roll call, Aye: Fess, Terry, Wilson, Martin. Nay: Vogt. Motion carried on a 4-1 vote. Mayor Fess declared Ordinance No. 18-13 adopted.

ORD. NO. 20-13 (2nd 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

Elaine Barton, Human Resource Director asked that the three reading rule be waived at this time. The City has offered all of the unions a 2% increase for 2014. The Fire Officers and Fire Fighters have agreed to this wage increase. This Ordinance would increase the pay steps by 2% and has been proposed to all other non-union positions, stated Ms. Barton.

Public Comment

No one came forward to speak for or against Ordinance No. 20-13.

Moved by Commissioner Martin, seconded by Commissioner Vogt, that the rule requiring the ordinance be read distinctly and fully on three separate days be suspended. Roll call, Aye: Martin, Fess, Wilson, Terry, and Vogt. Nay: None. Motion carried unanimously.

Moved by Commissioner Vogt, seconded by Commissioner Martin, that Ordinance 20-13 be adopted. Roll call, Aye: Vogt, Martin, Fess, Wilson, and Terry. Nay: None. Motion carried unanimously, Mayor Fess declared Ordinance No. 20-13 adopted.

New Business

ORD. NO. 1-14 (1st Reading)

An Ordinance repealing existing Chapter 33 and enacting a new Chapter 33 of the Piqua Code, relating to Employee policy

Elaine Barton, Human Resource Director gave a brief overview of the changes in Chapter 33 for non –union employees. This includes revising the date of the health insurance coverage to reflect the current benefit year, updating the life insurance amount paid for by the City to cover the employee's base salary, and changing the date to receive personal time from May 1st to January 1st as has been proposed in the union agreement and agreed to in the Fire Contracts.

Public Comment

No one came forward to speak for or against Ordinance No. 1-14.

Ordinance No. 1-14 was given a 1st Reading.

RES. NO. R- 3-14

A Resolution authorizing the City Purchasing Analyst to advertise for bids to make purchases during the year 2014

Cynthia Holtzapple, Finance Director stated the City is required to advertise for bids for any capital or operational purchase the City makes that is over \$25,000 in a newspaper of local circulation. The Piqua Daily Call is used for this purpose. This is requested at the first Commission meeting each year, and this is the formal request to fulfill this commitment.

Public Comment

No one came forward to speak for or against Resolution No. R-3-14.

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-3-14 be adopted. Roll call, Aye: Wilson, Fess, Vogt, Terry, and Martin. Nay: None. Motion carried unanimously. Mayor Fess declared Resolution No. R-3-14 adopted.

RES. NO. R4-14

A Resolution retaining the services of the Auditor of State for the 2013 annual audit of the City of Piqua

Cynthia Holtzapple, Finance Director stated annually the City of Piqua undergoes an audit of the City's financial statements. Prior to this year, an Independent Certified Accounting firm has completed the audit. For the fiscal period of January 1, 2013 through December 31, 2013 the Auditor of State has decided to do the audit themselves. The audit will start shortly and be completed on or before June 30, 2013 at a cost not to exceed \$40,918, stated Ms. Holtzapple.

Mayor Fess stated she understood the City has no choice in who completes the audit this year.

City Manager Huff further explained the reason that was given for the State Auditor providing the audit this year.

Public comment

No one came forward to speak for or against Resolution No. R-4-14.

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-4-14 be adopted. Roll call, Aye: Vogt, Wilson, Terry, Martin, and Fess. Nay: None. Motion carried unanimously. Mayor Fess declared Resolution No. R-4-14 adopted.

PUBLIC COMMENT

No one came forward to speak at this time.

City Manager's Report

City Manager Huff stated he wanted to thank all of the City employees for their tireless work during the extreme cold weather recently. The Sanitation Department, Public Works, Fire and Police Departments were all exposed to the brutally cold temperatures but provided the necessary service to the citizens of Piqua. I am proud of each and every one of the employees, and I am glad to be part of such a great organization, stated City Manager Huff.

City Manager Huff extended many thanks and gratitude to Peggy and Dan Henthorn and the Miami Valley Centre Mall for offering the mall as a Cold Shelter, and to the Companies who donated food and blankets, Bob Evans, the Mall Food Court restaurants, and Comfort Inn.

City Manager Huff encouraged citizens to contact the City Manager's Office if they are in need of help. The INVOLVE Program is a program set up to help neighbors help each other. Volunteers help with various services including, shoveling snow, running errands, getting prescriptions and groceries.

City Manager Huff stated the City is running the #8 Gas Turbine. With the extreme cold temperatures we have been having there has been a lot of demand for power recently. Running the turbine benefits the entire grid system and helps keep the cost down, stated City Manager Huff.

City Manager Huff stated the Public Works Department has been working around the clock since Sunday January 5, and will continue to work until Wednesday at 3:00 P.M. All of the main arteries, bridges and hills have been continuously maintained. Secondary roads are not completely cleared but they are leaving a crunchy coating to help since the Street Department is running low on supplies. The main supplier is located in Greenville and they are on a Level 3 snow emergency, and cannot deliver at this time. The Public Works Department has done a great job in keeping the city streets clear, stated City Manager Huff.

City Manager Huff announced that this is Economic Development Director/ Assistant City Manager Bill Murphy's last week, and invited everyone to the reception that will be held in the Commission Chambers on Thursday from 2:00 – 4:00 P.M. encouraging citizens to stop by and wish Bill best wishes.

Commissioners Comments

Commissioner Vogt reminded citizens if they go out to bundle up, it is cold outside.

Commissioner Martin also reminded citizens to stay indoors if possible, and stay warm.

Commissioner Terry stated she want to thank all of the City employees for their dedication, including the paper delivery people, delivery services, mailman, and etc. Commissioner Terry commented she appreciates all who have to work and be out in this cold weather.

Commissioner Wilson thanked the Miami Valley Centre Mall for opening the mall up for a Cold Shelter, as well as several local churches. Commissioner Wilson asked if there are any updates on recycling due to the cold weather. City Manager Huff stated the recycling will be running a day behind, but the City refuse crews are running on their regular schedule.

Mayor Fess stated she hoped everyone had a wonderful Holiday Season. Mayor Fess congratulated the city employees for all of their hard work during this severe cold weather, further stating the city is very lucky to have such dedicated city employees.

Mayor Fess thanked the Miami Valley Centre Mall, Peggy and Dan Henthorn for opening the mall for a cold shelter, and helping the citizens who were in need of a place to stay warm. Also a big thank you to all who provided food and blankets.

Moved by Commissioner Vogt, seconded by Commissioner Martin, to adjourn from the Regular Commission Meeting at 8:00 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. 1-14

**AN ORDINANCE REPEALING EXISTING CHAPTER 33
AND ENACTING A NEW CHAPTER 33 OF THE PIQUA CODE,
RELATING TO EMPLOYEE POLICY**

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

SECTION 1: Existing Chapter 33 of the Piqua Code is hereby repealed;

SECTION 2: Chapter 33 of the Piqua Code (appended hereto as Attachment "A") is hereby enacted;

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

1st Reading 1-7-2014

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	January 7, 2014 January 21, 2014 – 2 nd Reading		
REPORT TITLE (Should match resolution/ordinance title)	ORDINANCE NO. 1 – 14 AN ORDINANCE REPEALING EXISTING CHAPTER 33 AND ENACTING A NEW CHAPTER 33 OF THE PIQUA CODE, RELATING TO EMPLOYEE POLICY		
SUBMITTED BY	Name & Title: Elaine Barton, Human Resources Director		
	Department: Human Resources		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution <input type="checkbox"/> Regular
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)			
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	Group insurance appropriated in the 2014 budget	
	Expenditure \$:		
	Source of Funds:	Various funds	
	Narrative:		
OPTIONS (Include Deny /Approval Option)	1.	Adopt Ordinance No. 1-14	
	2.	Reject Ordinance No. 1-14 and provide staff with an alternative	
	3.		
	4.		
PROJECT TIMELINE	January 1, 2014		
STAFF RECOMMENDATION	Staff recommends the changes to Chapter 33 revising the date of the health insurance coverage to reflect the current benefit year, updating the life insurance amount paid for by the City to cover the employee's base salary, and changing the date to receive personal time from May 1 st to January 1 st as has been proposed in the union agreements and agreed to in the Fire contracts.		
ATTACHMENTS	Chapter 33		

CHAPTER 33: EMPLOYMENT POLICY

Section

33.01	Classifications and compensation	33.10	Pay equalization of all employees
33.02	Employment conditions	33.11	Job posting
33.03	Holidays and Personal Days	33.12	Weekly pay
33.04	Vacations	33.13	Jury duty
33.05	Sick leave	33.14	Personnel regulations
33.06	Leave of absence	33.15	Police and fire supervisors
33.07	Funeral leave	33.16	Applicability
33.08	Insurance	33.17	Wage schedules adopted
33.09	Compensable injury pay		

§ 33.01 CLASSIFICATIONS AND COMPENSATION.

The classifications and compensation of city employees shall be as set forth in the schedules attached and incorporated herein by reference.

(‘97 Code, § 31.01) (Ord. 13-01, passed 8-6-01)

§ 33.02 EMPLOYMENT CONDITIONS.

The following provisions shall apply to all Schedule A and A-1 employees except those covered under §33.15 of this chapter:

(A) *Merit increases and performance ratings.*

(1) Each of the pay ranges in Schedule A shall be divided into six steps, A through F. The minimum time in grade for each step before the employee is eligible for a merit increase is as follows.

- A - one year
- B - one year
- C - one year
- D - one year
- E - one year
- F - Top Step

(2) Each employee's performance will be rated by the employee's supervisor before the anniversary date the employee is eligible, by time in classification, for consideration for a merit increase. An employee must receive a performance rating of satisfactory or better to receive a merit increase. An employee denied a merit increase due to a less than satisfactory rating may request a reevaluation after 90 days from the denial of the merit increase.

(3) Performance ratings will also be considered as a factor in advancing probationary employees to regular status and for promoting or transferring employees into new classifications.

(4) Employees at the top step of their pay range will have their performance rated by their supervisor annually. An employee who receives two consecutive ratings of less than satisfactory may be demoted or discharged. Performance ratings, when completed, will be discussed with the employee. The employee is required to sign the performance rating as evidence of the fact that it has been reviewed. A copy will be given to the employee.

(B) *Overtime pay.* Non-exempt employees shall receive one and one-half their regular rate for all hours worked over 40 per week.

(1) The city may in its discretion grant compensatory time to non-exempt employees in place of cash overtime compensation, at the rate of one and one-half hours compensatory time for each hour of overtime worked, provided that the employee agrees in writing, before the performance of the overtime work, to compensatory time in place of cash overtime, and provided further that all FLSA compensatory time requirements are satisfied. No non-exempt employee may accumulate more than 240 hours of compensatory time.

(2) Exempt employees are exempt from overtime payment. However, such employees may receive compensatory time on an hour for hour basis for hours worked in excess of 45 hours per week, upon the approval of the supervisor, department head or City Manager. No exempt employee may accumulate more than 240 hours of compensatory time. Any compensatory time not used before separation from employment shall be forfeited.

(C) *Call-in pay.* Non-exempt employees required to report to work at a time outside the employee's normal work day will receive a minimum of two hours pay at one and one-half the employee's regular rate of pay. If the call-in requires more than two hours of work, then the employee will be paid for the hours actually worked at one and one-half the employee's regular rate of pay.

(‘97 Code, § 31.02)

(D) *Probationary employees.*

(1) New, rehired or promoted full-time employees will serve a one-year probationary period of close supervision and evaluation in order to assess their ability and adaptation. Probationary employment may be terminated at the will and discretion of the city without advance notice.

(2) The city may extend an employee's probationary period for a specified additional period when the city determines that an extension is necessary to thoroughly evaluate the employee's ability to perform the full scope of assigned duties in an effective and safe manner. In these cases, the employee will be advised in writing of the extended duration of the probationary period before the conclusion of the initial probationary period.

(E) *At-will employment.*

(1) Completion of a probationary period or conferral of regular employee status shall not change an employee's status as an employee-at-will, or in any way restrict the city's right to terminate such employee or change the terms and conditions of employment. Nothing contained in this or other city policies or other material provided to employees in connection with their employment shall require the city to have just cause to terminate that employee, or otherwise restrict the city's right to terminate an employee at any time for any lawful reason.

(2) An employee's at-will status shall not be modified by any statements made by any person or by any writing available to employees or applicants in connection with their employment. No document, whether singly or combined, shall create an express or implied contract concerning any terms or conditions of employment.

(Ord. 55-97, passed 10-20-97; Am. Ord. 57-91, passed 11-4-91; Am. Ord. 18-95, passed 5-15-95; Am. Ord. 13-01, passed 8-6-01; Am. Ord. 3-04, passed 1-20-04; Ord. 21-09 passed 12-21-09)

§ 33.03 HOLIDAYS AND PERSONAL DAYS.

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

(A) The following days are recognized as holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, the day before Christmas and Christmas Day.

(B) If a holiday falls on a Saturday, the preceding Friday will be observed as a holiday. If a holiday falls on a Sunday, the following Monday will be observed as a holiday. For employees who work other than a normal schedule, their first day off shall be their Saturday and their second day off shall be their Sunday.

(C) In order for an employee to receive pay for the holiday, the employee must work the employee's scheduled shift before and after the holiday. Employees on vacation, approved sick leave, or a leave of absence with pay (including paid funeral leave) shall be considered as working their regular scheduled day for purposes of this section.

(D) Eligible employees who are not scheduled to work on a designated holiday shall be paid holiday pay in an amount equal to eight hours work at their regular rate of pay. Eligible employees who work on a designated holiday shall be paid their holiday pay, plus one and one-half their regular rate of pay for all hours actually worked.

(E) Employees shall be credited with five personal leave days effective on ~~May 1~~ **January 1** of each year. Employees with less than one year's service with the city

on ~~May 1~~ **January 1** shall receive a pro-rated amount of personal leave. Personal leave days may be taken only on a day mutually agreeable to the employee and the employee's supervisor. Personal leave days not taken by the following ~~May 1~~ **December 31** will be forfeited.

('97 Code, § 31.03) (Am. Ord. 16-90, passed 4-16-90; Am. Ord. 43-00, passed 12-18-00; Am. Ord. 13-01, passed 8-6-01)

§ 33.04 VACATIONS.

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

(A) For the purposes of this section, "service" shall mean service by a full-time employee of the city or any other political subdivision of the state.

(B) (1) Each regular full-time employee will receive two weeks vacation with full pay per one full year of service with the city, three weeks annual vacation with full pay after eight years of continuous service, four weeks annual vacation with full pay after 15 years of continuous service, and five weeks annual vacation with full pay after 25 years of continuous service. Employees hired after January 1, 2010 will receive two weeks vacation with full pay per one full year of service with the city, and three weeks annual vacation with full pay after eight years of continuous service and beyond. Vacation credit will be granted on a monthly basis as follows:

(a) An employee entitled to two weeks shall be credited with 6.667 hours for each full month worked.

(b) An employee entitled to three weeks shall be credited with 10 hours for each full month worked.

(c) An employee entitled to four weeks shall be credited with 13.334 hours for each full month worked.

(d) An employee entitled to five weeks shall be credited with 16.3334 hours for each full month worked.

(2) Vacations must be scheduled with the employee's supervisor. The vacation period for each employee will begin on the first anniversary date of employment. In the case of retirement, resignation, dismissal, disability or death, an employee will be paid for all accumulated vacation credits.

(C) (1) Vacation credits must be used during the anniversary year that immediately follows the anniversary year during which the vacation credits were earned. Credits not used within that time will be forfeited. The City Manager may, in special and meritorious cases, permit an employee to accumulate and carry over vacation leave for an additional time period as determined by the City Manager in his sole discretion. Vacation taken in any one continuous period shall not exceed six weeks.

(2) An employee may convert up to three weeks per calendar year to cash on an hour-for-hour basis if the employee notifies the city at least two weeks before the employee wishes the payment **but no later than November 15th**. An employee hired after January 1, 2010 will not be permitted to convert vacation to cash.

(‘97 Code, § 31.04) (Am. Ord. 53-87, passed 10-5-87; Am. Ord. 57-91, passed 11-4-91; Am. Ord. 35-94, passed 7-18-94; Am. Ord. 13-01, passed 8-6-01; Am. Ord. 21-09, passed 12-21-09)

§ 33.05 SICK LEAVE.

The following provisions shall apply to all Schedule A and A-1 employees except those covered under §33.15 of this chapter.

(A) For the purposes of this section, "accumulated sick leave" may include up to 120 days of sick leave accumulated by a city employee during prior service with another political subdivision of the state.

(B) Regular full-time employees shall earn and accumulate sick leave credits on the basis of one and one-quarter days for each completed month of service. Regular part-time employees shall earn and accumulate sick leave credits on a pro rata basis. Credit shall be accumulated by an employee on extended sick leave only if there is an intention to and a reasonable expectation of a return to work. Subject to the limitations set forth below, unused sick leave shall be cumulative beyond the year in which it was earned.

(C) In addition to absences covered by the federal Family Medical Leave Act, sick leave may be used for absences due to injury, exposure to a contagious disease and illness in the employee's immediate family. **IMMEDIATE FAMILY** means spouse, parent (natural, step or in-law), children or other relative living in the employee's household. Sick leave will not be granted while an employee is on vacation unless proof of illness or injury is submitted.

(D) An employee with six or more years of service with the city may convert up to a maximum of five days in excess of 60 days accumulated sick leave for the purposes of vacation in any year. This conversion will be on the basis of one day of vacation for each one day of sick leave, without regard to when the sick leave was accumulated or credited. The employee may, at his or her option, have the same sick days converted instead into cash on the same one-for-one conversion basis ~~during December of each year.~~ **by request prior to November 15th**. An employee hired after January 1, 2010 will not be permitted to convert sick leave to vacation.

(E) For employees hired prior to January 1, 2001, accumulated sick leave up to 120 days will be payable upon permanent layoff or termination of employment other than retirement and death benefits (except discharge for theft or felony) on the following formula:

(1) Less than 8 years service: no conversion.

(2) 8 years to 15 years of service: eight (8) hours pay for each three days of accumulated sick leave.

(3) 16 years to 25 years service: eight (8) hours pay for each two days of accumulated sick leave.

(4) Over 25 years of service: eight (8) hours pay for each day of accumulated sick leave.

(F) For employees hired before January 1, 2001, conversion of unused sick leave credited to employees who receive retirement or death benefits shall be on the basis of one day for each one day accumulated up to a maximum of 1440 hours.

(G) For employees hired after December 31, 2000, accumulated sick leave up to 480 hours will be payable upon permanent layoff or termination of employment other than retirement and death benefits (except discharge for theft or felony) on the following formula:

(1) Less than 8 years service: no conversion.

(2) 8 years to 15 years of service: eight (8) hours pay for each three days of accumulated sick leave.

(3) 16 years to 25 years service: eight (8) hours pay for each two days of accumulated sick leave.

(4) Over 25 years of service: eight (8) hours pay for each day of accumulated sick leave.

(H) For employees hired after December 31, 2000, conversion of unused sick leave credited to employees who receive retirement or death benefits shall be on the basis of one day for each one day accumulated up to a maximum of 720 hours.

(I) For employees hired after January 1, 2010, conversion of unused sick leave credited to employees who receive retirement or death benefits (only) shall be on the basis of one day for each one day accumulated up to a maximum of 480 hours.

('97 Code, § 31.05) (Ord. 53-87, passed 10-5-87; Am. Ord. 57-91, passed 11-4-91; Am. Ord. 35-94, passed 7-18-94; Am. Ord. 33-00, passed 10-2-00; Am. Ord. 13-01, passed 8-6-01; Am. Ord. 21-09, passed 12-21-09)

§ 33.06 LEAVE OF ABSENCE.

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

(A) Temporary leaves of absence with or without pay, for training purposes or for any other objective related to the employee's work, may be granted and renewed by the City Manager for such periods as the City Manager may consider justifiable within the limitations of the budget.

(B) Leaves of absence without pay may be granted by the City Manager, for periods of time not to exceed one year, for any other reason that the City Manager may consider to be to the benefit of the city, including, but not limited to, leaves of absence by reason of military duties, and by reason of illness or disability not caused by or induced by the actual performance of official duties, in cases where the employee has exhausted accumulated sick leave benefits. Employees returning from military service will be placed in their former classification or one of equal pay range. Seniority will accrue when the employee is on active duty; however, vacation and sick leave do not accumulate for periods beyond six months.

(C) Any leave of absence so granted may be extended or renewed for additional periods of time not to exceed one year for each extension.

(D) If deemed necessary, the City Manager may require any employee who requests or is granted a leave of absence to submit to a medical examination, by an examiner selected by the city, to determine the medical need for the leave or the ability of the employee to perform the essential functions of the employee's position upon the termination of a leave of absence. A copy of the medical report will be furnished to the employee upon request by the employee.

('97 Code, § 31.06) (Ord. 13-01, passed 8-6-01)

§ 33.07 FUNERAL LEAVE.

The following provisions shall apply to all Schedule A and A-1 employees except those covered under §33.15 of this chapter.

(A) A regular full-time employee shall be paid for eight hours at the employee's regular rate of pay due to absence caused by death in an employee's immediate family. A maximum of three days shall be allowed under this section. **IMMEDIATE FAMILY** means spouse, parent (natural, step or in-law), child, grandparent, grandchild, brother or sister (natural, step, or in-law). Other relatives living in the same household as the employee shall be considered as immediate family. One day

may be granted for attendance at a funeral of the following relatives: aunt, uncle, niece, or nephew .

(B) A regular part-time employee will be granted one day to attend the funeral of an immediate family member.

(C) Proof of death and of relationship of the deceased to the employee may be required before payment of funeral leave.

(‘97 Code, § 31.08) (Ord. 13-01, passed 8-6-01; Am. Ord. 3-04, passed 1-20-04; Am. Ord. 21-09, passed 12-21-09)

§ 33.08 INSURANCE.

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

The city will provide health insurance benefits including dependent coverage. The benefits will include a high deductible health plan (HDHP) and, at the employee’s option, either a health savings account (HSA) or a health reimbursement account (HRA). The HDHP will have “network” deductibles of \$2,000 for individual coverage and \$4,000 for family coverage.

(B) Employee HSA accounts will be funded by the City in the amount of \$1,500 for individual coverage and \$3,000 for family coverage for the 2013 **4** plan year, by funding 1/12th of the annual total to be deposited the 1st of each month. Employee HRA accounts will be funded by the City in the amount of \$1,500 for individual coverage and \$3,000 for family coverage for the 2013 **4** plan year, by funding the entire amount each year in January.

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

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

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

Eligible Activity	Amount Reimbursed	Special Conditions
Biometric Screening Event	\$200	Eligible for reimbursement once each calendar year.
Health Risk Assessment	\$50	Eligible for reimbursement once each calendar year.
Wellness Coaching	\$50	Wellness Coaching is as indicated by the Health Risk Assessment. Eligible for reimbursement once each calendar year.
Registering on Anthem website- <u>health insurance website</u>	\$50	Eligible for reimbursement once each calendar year.
Flu Shot	\$50	Must be received at the City. Eligible for reimbursement once each calendar year.
Exercise	\$50	90 minutes of physical activity per week for each 8 week period completed. Forms must be completed and turned in to Human Resources. The forms are available at HR
BP of less than 130/80 Cholesterol of less than 200 mg BMI of less than 25	\$100	To qualify for reimbursement, the employee must meet two of the three categories.
Prescription Medications	\$100	Employee must switch from brand medication to generic. Must begin only in January and continue for the calendar year. Eligible for each prescription changed.
Prescription Medications	\$50	Employee must switch from brand medication to generic. Must be for a consecutive six month period. Eligible for each prescription changed.
Annual Basic Physical	\$50	Eligible for reimbursement once each calendar year.
Cessation Program	\$100	Employee must complete a program

		as approved by the HR department and successfully have stopped smoking for a consecutive 6 month period. Employee will be subject to random testing to verify continued success. Eligible for reimbursement only one time during employee's tenure.
--	--	---

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

(D) Cost Sharing. For the 2013 ~~4~~ plan year, an employee will contribute 15% of the City's total cost of purchasing the employee's HDHP and funding the employee's HSA or HRA, by bi-weekly payroll deduction.

(E) Option Out. Eligible employees who decline the city offered health insurance benefits, will be entitled to receive a one-time payment per health insurance year (2013 ~~4~~) of \$2,000 for those eligible for family coverage and \$1,000 for individual coverage.

(F) The city shall provide and pay the necessary premium for group life insurance in an amount equal to two times (not to exceed \$180,000) base salary **(as of January 1st)** for the following classifications: City Manager, Assistant City Manager, Finance Director, City Engineer, Utilities Director, Public Works Director, Power System Director, Human Resources Director, Health and Sanitation Director, Information Technology Director, Law Director, Economic Development Director, Police Chief and Fire Chief, **\$75,000 for exempt Manager/Supervisor positions**, and \$50,000 for all other employees.

('97 Code, § 31.09) (Am. Ord. 16-90, passed 4-16-90; Am. Ord. 13-01, passed 8-6-01; Am. Ord. 3-04, passed 1-20-04; Am. Ord. 9-04, passed 5-20-04; Am. Ord. 29-08, passed 12-15-08; Am. Ord. 21-09, passed 12-21-09; Am. Ord. 2-11, passed 4-5-11; Am. Ord. 15-11, passed 12-20-11; Am. Ord. 5-12, passed 2-21-12; Am Ord. 27-12, passed 12-18-12)

§ 33.09 COMPENSABLE INJURY PAY.

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

(A) *Definitions.*

COMPENSABLE INJURY. An injury to a city employee which occurs during the course of his or her employment and while the employee is performing assigned tasks, and which requires the employee to be absent from work, or which renders him or her unable to perform his or her normal duties, and which is determined to be compensable under workers' compensation regulations.

INJURY PAY. The pay provided under this section.

SICK LEAVE. Shall be the same as provided in §33.05.

WORKERS' COMPENSATION REGULATIONS. The statutes of the state concerning workers' compensation, and the rules and regulations of the Bureau of Workers' Compensation and of the Industrial Commission of Ohio presently or hereafter in force.

(B) If an employee suffers a compensable injury during the course of employment with the city and while performing an assigned task, the city will pay the difference between the employee's normal weekly wage and the weekly amount of compensation paid by the state Industrial Commission, for a period of time from one week after the date of injury up to six months after that date. The city may, at its discretion, elect to pay the injured employee the employee's full weekly rate of pay, to take the place of the employee's receipt of temporary total disability payments.

(C) Accrued sick leave may be used for the first week of a compensable injury.

(D) The city may provide and require an employee to perform other duties, within the limitations of the injury, in place of injury pay.

('97 Code, § 31.10) (Ord. 13-01, passed 8-6-01)

§ 33.10 PAY EQUALIZATION OF ALL EMPLOYEES.

(A) All employees of the city who are not otherwise subject to Chapter 36 of this code shall have deducted from their salaries, wages, commission or other personal service compensation the applicable percentage of income tax as provided in Chapter 36, which sum shall be deposited in the income tax fund.

(B) The administrator of Chapter 36 of this code is authorized and directed, subject to the approval of the Board of Review, to adopt, promulgate, and enforce rules, regulations and agreements to the end that a nonresident employee of the city shall be obligated to pay the equivalent of only one municipal income tax.

('97 Code, § 31.11) (Ord. 13-01, passed 8-6-01)

§ 33.11 JOB POSTING.

Except as otherwise provided for those positions listed in Schedules B, C, D and E, job vacancies shall be posted for a minimum of three working days. When an examination is to be given, reasonable notice of the time and place of the examination shall be given.

('97 Code, § 31.12) (Ord. 13-01, passed 8-6-01)

§ 33.12 BI-WEEKLY PAY.

The Director of Finance is authorized and directed to pay on a bi-weekly basis all full-time employees and part-time employees every other Friday for wages and salaries earned for the previous bi-week ending at midnight on the Sunday before pay day. ~~Police Department employees shall be paid every Friday for wages and salaries earned the previous week ending at midnight on the Saturday before pay day. The City may switch from paying employees on a weekly basis to paying employees once every two weeks, provided that the City gives employees at least 8 weeks notice before putting such a change into effect.~~

('97 Code, § 31.13) (Ord. 13-01, passed 8-6-01; Am. Ord. 3-04, passed 1-20-04)

§ 33.13 JURY DUTY.

Schedule A employees, except those covered under §33.15 of this chapter, required to serve on a jury before a court empowered by law to require that service shall be excused from duty for the time required for that service, and shall be paid the difference between jury pay and regular hourly rate of pay. Employees must present proof of the amount of jury pay received before pay for the hours absent is granted, and must report for duty whenever released from jury service.

('97 Code, § 31.14) (Ord. 13-01, passed 8-6-01)

§ 33.14 PERSONNEL REGULATIONS.

(A) The City Manager is authorized and directed to formulate, establish and promulgate such personnel regulations and procedures as the City Manager deems appropriate in the exercise of sound discretion to control the detailed terms and conditions of employment of employees in the classified and unclassified services of the city.

(B) The policies and procedures established pursuant to division (A) shall not be inconsistent with the terms and conditions of employment of those employees established by the Charter and ordinances of the city or other applicable law.

('97 Code, § 31.15) (Ord. 13-01, passed 8-6-01)

§ 33.15 POLICE AND FIRE SUPERVISORS.

(A) The Chief of Police, ~~Deputy Police Chiefs, and Police Lieutenants~~ **is a** supervisory and management employees covered by Schedule A. ~~Police Lieutenants shall have the benefits provided by the Police Lieutenants "Letter of Understanding" as approved by the City Manager. Deputy Police Chiefs and the Chief of Police shall have the benefits provided by the Deputy Police Chiefs "Letter of Understanding" as approved by the City Manager.~~ Deputy Police Chiefs and the Chief of Police shall not be paid overtime **except as approved in a memorandum of understanding or collective bargaining agreement.**

(B) The Fire Chief is a supervisory and management employee covered by Schedule A, Assistant Fire Chiefs and the Fire Chief shall not be paid overtime except as approved in a memorandum of understanding or collective bargaining agreement.

(C) Due to the unique operations of the Police and Fire Departments, the Chief of Police and Fire Chief, with the prior approval of the City Manager, are authorized and directed to formulate and adopt such personnel regulations and procedures as each Chief deems appropriate in the exercise of sound discretion to control the detailed term's and conditions of employment of employees in the Police and Fire Departments. The policies and procedures adopted pursuant to this section shall not be inconsistent with the terms and conditions of employment of such employees established by the Charter, the ordinances of the city, applicable collective bargaining agreements and other applicable law.

('97 Code, § 31.16) (Am. Ord. 16-90, passed 4-16-90; Am. Ord. 13-01, passed 8-6-01; Am. Ord. 3-04, passed 1-20-04, Am. Ord. 6-09, passed 6-15-09)

§ 33.16 APPLICABILITY.

The provisions of this chapter shall be applicable to all employees of the city except as otherwise specified herein or in any collective bargaining contract authorized by the city.

('97 Code, § 31.17) (Ord. 34-86, passed 7-21-86; Am. Ord. 20-97, passed 2-17-97; Am. Ord. 21-97, passed 3-3-97; Am. Ord. 22-97, passed 3-3-97; Am. Ord. 13-01, passed 8-6-01)

§ 33.17 WAGE SCHEDULES ADOPTED.

(A) The wages schedules listed in division (B) of this section are hereby adopted by reference and shall be treated as if set forth in full herein. Such wage schedules shall be maintained in the office of the City Manager. The City Commission may amend any schedule by adoption of an appropriate ordinance or resolution. Such

ordinances or resolutions and schedules shall not be codified herein, but the City Manager, or his or her designee, shall cause the appropriate change to be made to the applicable schedule so that each schedule shall remain current. Current copies of all wage schedules shall be available for public inspection.

(B) The wage schedules of the city include the following:

Schedule A: All full-time management employees and any other full-time employees not specifically covered by any other schedule

Schedule A-1: All part-time, temporary, and seasonal employees

Schedule B: All full-time employees represented by AFSCME Local No. 984 (Blue Collar)

Schedule C: All full-time firefighters/paramedics, Fire Captains, Assistant Fire Chiefs, (except Most Senior Assistant Fire Chief).

Schedule D: All full-time sworn Police Officers represented by the Fraternal Order of Police, Ohio Labor Council, Inc.

Schedule E: All full-time employees represented by AFSCME Local No. 984 (Clerical -Technical)

Schedule F: All full-time civilian employees represented by the Fraternal Order of Police, Ohio Labor Council, Inc.

Schedule G: All full-time sworn Deputy Police Chiefs and Lieutenants represented by Ohio Patrolmen's Benevolent Association

('97 Code, Appendix: Standard Pay Range) (Ord. 21-96, passed 4-15-96; Am. Ord. 39-96, passed 8-19-96; Am. Ord. 47-96, passed 10-7-96; Am. Ord. 21-97, passed 3-3-97; Am. Ord. 22-97, passed 3-3-97; Am. Ord. 62-97, passed 12-1-97; Am. Ord. 2-98, passed 1-5-98; Am. Ord. 598, passed 2-2-98; Am. Ord. 11-98, passed 3-2-98; Am. Ord. 6-99, passed 2-15-99; Am. Ord. 1499, passed 4-19-99; Am. Ord. 26-99, passed 8-16-99; Am. Ord. 32-99, passed 10-4-99; Am. Ord. 6-00, passed 1-17-00; Am. Ord. 9-00, passed 2-7-00; Am. Ord. 15-00, passed 4-17-00; Am. Ord. 17-00, passed 5-1-00; Am. Ord. 29-00, passed 8-7-00; Am. Ord. 36-00, passed 11-20-00; Am. Ord. 13-01, passed 8-6-01; Am. Ord. 26-02, passed 10-21-02; Am. Ord. 4-03, passed 2-18-03; Am. Ord. 12-03, passed 6-2-03; Am. Ord. 3-04, passed 1-20-04)

RESOLUTION NO. R-5-14

A RESOLUTION AUTHORIZING A PURCHASE ORDER TO MIAMI VALLEY RISK MANAGEMENT ASSOCIATION FOR PURCHASE OF INSURANCE

WHEREAS, on January 22, 2002, the Commission passed Resolution No. R-16-02 awarding a contract to Miami Valley Risk Management Association, Inc. for the purpose of entering into a risk management pool for property and liability insurance; and

WHEREAS, it is a desire of the City of Piqua to continue participation in the risk management pool in calendar year 2014 through the Miami Valley Risk Management Association.

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. A purchase order is hereby authorized not to exceed \$362,959 to Miami Valley Risk Management Association for property and liability insurance.

SECTION 2. The Finance Director is authorized to draw her warrant on the appropriate account in an amount not to exceed \$362,959 for said services.

SECTION 3. The Finance Director certifies that said funds are available.

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

RESOLUTION NO. R-6-14
A RESOLUTION GRANTING A ROADWAY EASEMENT
FOR HARDIN ROAD ALTERNATE TURNAROUND

WHEREAS, the City of Piqua owns a certain portion of the real estate known as Inlot 8997 and Inlot 8998, as set forth in Exhibit A and further described in Exhibit B attached hereto; and

WHEREAS, Inlot 8997 and Inlot 8998 are owned by the City of Piqua and the subject Inlots are being consolidated into one tract of land and said easement is necessary as a result of the vacation of a portion of Hardin Road Alternate; and,

WHEREAS, the land shown in Exhibit A and described in Exhibit B as Roadway Easement is to run with the land, and will be occupied by public roadway improvements that will accommodate the turnaround movements of school buses, maintenance vehicles and other vehicles.

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

SEC. 1: The City Manager is hereby authorized to grant said roadway easement as shown in Exhibit A and described in Exhibit B to run with the life of the land and upon execution shall duly record said easement with the Miami County Recorder.

SEC. 2: The roadway easement is necessary as determined by the City Engineer and County Engineer.

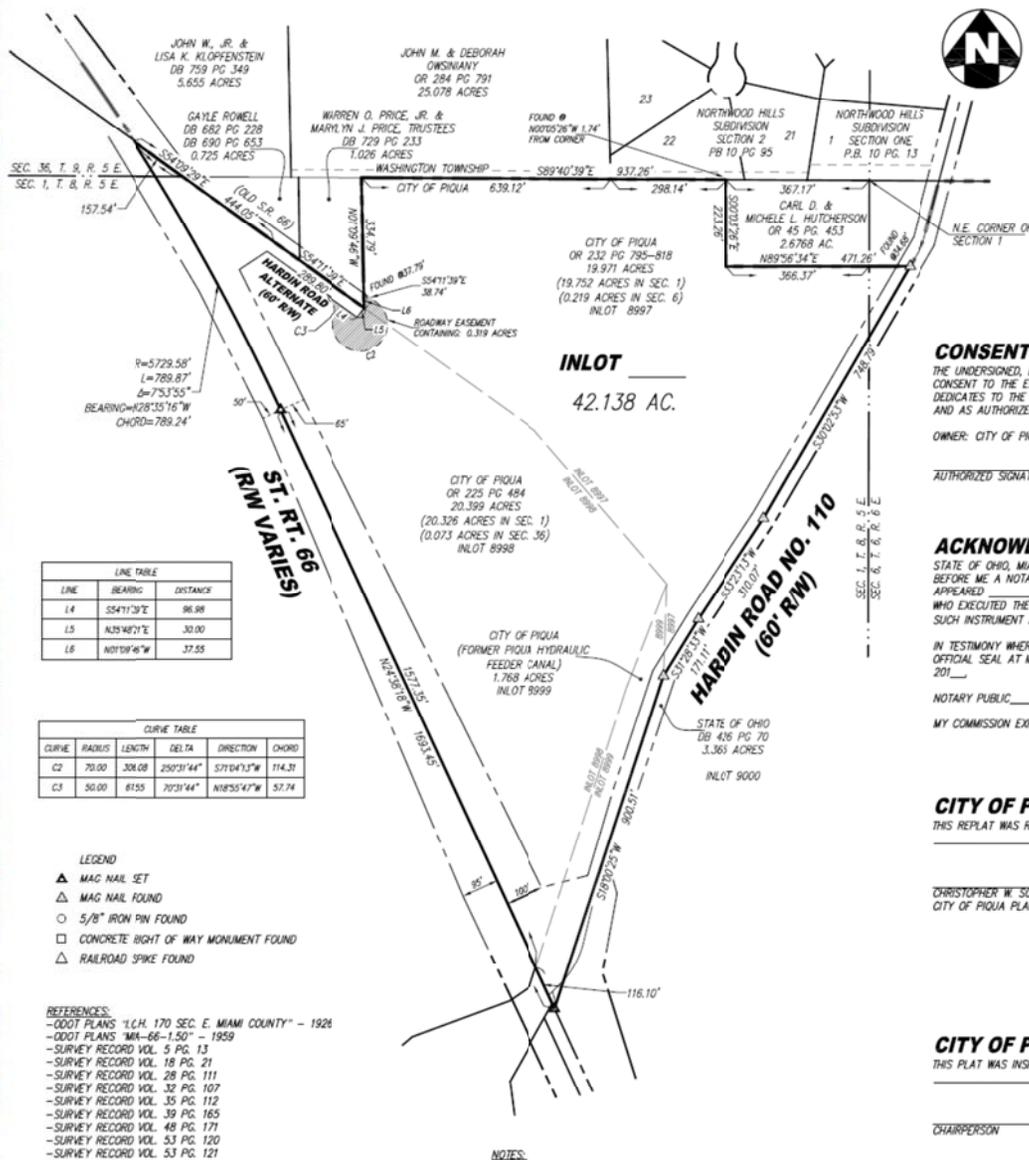
SEC. 3 This Resolution shall take effect and be in force from and after the earliest period allowed by law.

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

RESOLUTION - EXHIBIT A



LINE	BEARING	DISTANCE
L4	SS411°39'E	96.98
L5	N35°40'27"E	30.00
L6	N01°09'46"W	37.55

CURVE	RADIUS	LENGTH	DELTA	DIRECTION	CHORD
C2	70.00	308.08	250°31'44"	S71°D41°17"W	114.31
C3	50.00	6155	70°31'44"	N85°54'47"W	57.74

- LEGEND**
-  MAG NAIL SET
 -  MAG NAIL FOUND
 -  5/8" IRON PIN FOUND
 -  CONCRETE RIGHT OF WAY MONUMENT FOUND
 -  RAILROAD SPIKE FOUND

- REFERENCES:**
- ODOT PLANS 11.C.H. 170 SEC. E. MIAMI COUNTY - 1928
 - ODOT PLANS MA-66-1-50" - 1959
 - SURVEY RECORD VOL. 5 PG. 13
 - SURVEY RECORD VOL. 18 PG. 21
 - SURVEY RECORD VOL. 28 PG. 111
 - SURVEY RECORD VOL. 32 PG. 107
 - SURVEY RECORD VOL. 35 PG. 112
 - SURVEY RECORD VOL. 39 PG. 165
 - SURVEY RECORD VOL. 48 PG. 171
 - SURVEY RECORD VOL. 53 PG. 120
 - SURVEY RECORD VOL. 53 PG. 121

DESCRIPTION

BEING A REPLAT OF 42.138 ACRES OF INLOTS 8997, 8998 AND 8999 AS SHOWN ON PLAT BOOK 24 PAGE 62 AND ALL OWNED BY THE CITY OF PIQUA IN O.R. 232 PG. 755 AND 225 PG. 464.

- NOTES:**
1. SOURCE DOCUMENTS AS NOTED.
 2. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, (OSPC), OHIO SOUTH ZONE, BASED ON A GPS SURVEY UTILIZING CORS STATION "SDM" AND MONUMENT "MA 099". THE PROJECT COORDINATES ARE BASED ON OSPC AND HAVE BEEN SCALED TO GROUND BY USING A PROJECT ADJUSTMENT FACTOR OF 1.0000061517 APPLIED AT BASE POINT N791,900.00 E1,476,200.00. GRID AND GROUND COORDINATES ARE IDENTICAL AT THE BASE POINT.
 3. THIS DRAWING IS BASED ON PRIOR SURVEYS PERFORMED BY KLEINGERS & ASSOCIATES IN MARCH, 2011 AND JUNE, 2011.



PLAT BOOK _____ PAGE _____
 MIAMI COUNTY RECORDER'S RECORD OF PLATS
 RECEIVED FOR RECORD THIS _____ DAY OF _____
 _____, 201____ AT _____ M.
 FILE NO. _____ FEE: _____

JESSICA K. LOPEZ, MIAMI COUNTY RECORDER
 DEPUTY

TRANSFERRED THIS _____ DAY OF _____
 201____

MATTHEW W. GEARHARDT
 MIAMI COUNTY AUDITOR
 BY: _____
 DEPUTY AUDITOR

CONSENT TO REPLAT
 THE UNDERSIGNED, BEING THE OWNER OF THE LAND HEREIN REPLATED, DOES HEREBY CONSENT TO THE EXECUTION OF SAID REPLAT AS SHOWN HEREON AND HEREBY DEDICATES TO THE PUBLIC USE FOREVER THE ROADWAY EASEMENT SHOWN HEREON AND AS AUTHORIZED BY RESOLUTION R____-14.

OWNER: CITY OF PIQUA

AUTHORIZED SIGNATURE _____ TITLE _____

ACKNOWLEDGEMENT
 STATE OF OHIO, MIAMI COUNTY, SS
 BEFORE ME A NOTARY PUBLIC, IN AND FOR THE STATE OF OHIO, PERSONALLY APPEARED _____ ON BEHALF OF THE CITY OF PIQUA, WHO EXECUTED THE FOREGOING PLAT WHO ACKNOWLEDGED THAT HE/SHE/ DID SIGN SUCH INSTRUMENT AS HIS/HER/ FREE ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE HERUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT MIAMI COUNTY, OHIO, ON THIS _____ DAY OF _____ 201____

NOTARY PUBLIC _____
 MY COMMISSION EXPIRES _____

CITY OF PIQUA APPROVAL
 THIS REPLAT WAS REVIEWED AND APPROVED BY ME THIS _____ DAY OF _____ 201____

CHRISTOPHER W. SCHMIESING
 CITY OF PIQUA PLANNER

CITY OF PIQUA PLANNING COMMISSION
 THIS PLAT WAS INSPECTED AND APPROVED BY US THIS _____ DAY OF _____ 201____

CHAIRPERSON _____

PIQUA CITY COMMISSION
 THIS PLAT WAS INSPECTED AND ACCEPTED BY US THIS _____ DAY OF _____, 201____, ORD. # _____

CLERK _____ MAYOR _____



THE KLEINGERS GROUP

CIVIL ENGINEERING | www.kleingers.com
 SURVEYING | 6305 Centre Park Dr.
 LANDSCAPE ARCHITECTURE | West Chester, OH 45380
 513.773.7851

SEAL:



David L. Cox 12/26/13
 DAVID L. COX, P.S. #7101 DATE

NO DATE DESCRIPTION
 1 12/26/13 ISSUED-DKY

REPLAT OF INLOTS 8997, 8998 & 8999

SECTION 1, TOWN 8, RANGE 5 EAST
 SECTION 6, TOWN 8, RANGE 6 EAST
 SECTION 36, TOWN 8, RANGE 5 EAST
 CITY OF PIQUA
 MIAMI COUNTY, OHIO

PROJECT NO: 110048-005
 DATE: 12/11/13
 SCALE:


SHEET NAME:
REPLAT

SHEET NO:
1 OF 1

RESOLUTION - EXHIBIT B

LEGAL DESCRIPTION CONSOLIDATION OF INLOTS 8997, 8998, AND 8999 CITY OF PIQUA, OHIO

Situated in Section 1, Town 8, Range 5 East, and Section 6, Town 6, Range 6 East, and Section 36, Town 9, Range 5 East and being Inlots 8997, 8998, and 8999 of the City of Piqua, Miami County, Ohio as conveyed to the City of Piqua in O.R. Volume 232 Page 795 and O.R. Volume 225 Page 484 and being more particularly described as follows:

Commencing at the northeast corner of Section 1;

Thence along the north line of Section 1, N89°40'39"W a distance of 367.17 feet to the True Point of Beginning at the northeast corner of Inlot 8997, being the northwest corner of a 2.6768 acre parcel conveyed to Carl D. and Michele L. Hutcherson in O.R. 45 Page 453 and referenced by a 5/8" iron pin found N00°05'26"W 1.74 feet from said corner;

Thence along the west line of said 2.6768 acre parcel, being an east line of Inlot 8997, S00°03'26"E a distance of 223.26 feet to a 5/8" iron pin found at the southwest corner of said 2.6768 acre parcel;

Thence along the south line of said parcel, being a north line of Inlot 8997, N89°56'34"E, passing a 5/8" iron pin found at 436.58 feet, a total distance of 471.26 feet to a Mag Nail found in the centerline of Hardin Road (60' R/W);

Thence along said centerline, being easterly lines of Inlot 8997, the following three courses:

- 1.) S30°02'53"W a distance of 748.79 feet to a Mag Nail found;
- 2.) S33°23'13"W a distance of 310.07 feet to a Mag Nail found;
- 3.) S31°28'33"W a distance of 171.11 feet to a Mag Nail found at the southeast corner of Inlot 8997, being the northeast corner of Inlot 8999;

Thence leaving said centerline and along the easterly line of Inlot 8999, S18°00'25"W a distance of 900.51 feet to a Mag Nail set at the southeast corner of Inlot 8999, being in the centerline of State Route 66;

Thence along the centerline of State Route 66 (variable width R/W), N24°38'18"W a distance of 1693.45 feet to a Mag Nail set at a point of curvature;

RESOLUTION - EXHIBIT B

Thence continuing along said centerline and a curve to the left, an arc distance of 789.87 feet to a Mag Nail found at the intersection of said centerline with the centerline of Hardin Road Alternate, said curve having a radius of 5729.58 feet, a central angle of $7^{\circ}53'55''$, and a chord bearing $N28^{\circ}35'16''W$ for 739.24 feet;

Thence leaving the centerline of State Route 66 and along the centerline of Hardin Road Alternate (60' R/W), being a north line of Inlot 8998, $S54^{\circ}09'29''E$, passing a 5/8" iron pin found at 157.54 feet, a total distance of 444.05 feet to a Mag Nail set;

Thence continuing along the centerline of Hardin Road Alternate, and a north line of Inlot 8998, $S54^{\circ}11'39''E$ a distance of 289.80 feet to a Mag Nail found at the southeast corner of a 1.026 acre parcel conveyed to Warren O. and Marilyn J. Price, Trustees in D.B. 729 Page 233, said point also being the southwest corner of Inlot 8997;

Thence along the easterly line of said 1.026 acre parcel and the westerly line of Inlot 8997, $N01^{\circ}09'46''W$, passing a 5/8" iron pin found at 37.79 feet, a total distance of 334.79 feet to the northwest corner of Inlot 8997;

Thence along the north line of Inlot 8997, also being the north line of Section 1, $S89^{\circ}40'39''E$, passing a 5/8" iron pin found at 639.12 feet, a total distance of 937.26 feet to the Point of Beginning, containing 42.138 acres more or less and being subject to easements, restrictions, and rights-of-way of record.

Bearings are referenced to the Ohio State Plane Coordinate System – South Zone, based on a GPS survey utilizing CORS Station "SIDN" and monument "MIA 099".

This description is based on a field survey completed on October 4, 2013 by The Kleingers Group, under the direction of David L. Cox, Ohio Professional Surveyor No. 7101.



David L. Cox



Commission Agenda Staff Report

MEETING DATE	January 21, 2014		
REPORT TITLE	A RESOLUTION GRANTING A ROADWAY EASEMENT FOR HARDIN ROAD ALTERNATE TURNAROUND		
SUBMITTED BY	Name & Title: Chris Schmiesing, City Planner		
	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 type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input checked="" type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director		<input checked="" type="checkbox"/> Other: Planning Commission
BACKGROUND	<p>The prepare the property purchased for the construction of the new Water Treatment Plant a portion of Hardin Road Alternate was vacated and the existing roadway improvements will be removed. This necessitates the granting of a roadway easement to facilitate the construction of a turnaround at the new termini of Hardin Road Alternate. The turnaround will provide school buses, maintenance vehicles, and other motor vehicle traffic the maneuvering space needed to turn around at the dead end of the roadway. The design and construction of the turnaround improvements will be addressed as a part of the Water Treatment Plant project.</p>		
BUDGETING AND FINANCIAL IMPACT	Budgeted \$:	\$200	
	Expenditure \$:	\$200	
	Source of Funds:	Water Treatment Plant Design and Construction Budget	
	Narrative:	The Water Treatment Plant budget will incur an expense of approximately \$200 to record the easement.	
OPTIONS	1.	Approve Resolution granting a roadway easement.	
	2.	Do not approve the Resolution and provide staff with further direction.	
STAFF RECOMMENDATION	Approve Resolution granting a roadway easement.		
ATTACHMENTS	<ol style="list-style-type: none"> 1. Exhibit A – Replat Survey 2. Exhibit B – Replat Legal Description 		

RESOLUTION NO. R-7-14

**A RESOLUTION AWARDDING A CONTRACT TO POHLKAT
FOR THE EMERGENCY QUARRY PUMPING COSTS**

WHEREAS, the rain event in December 2013, caused the Great Miami River to overflow its banks, which in turn caused the water level in the quarry to rise and flood out the existing pump; and

WHEREAS, because the City of Piqua relies heavily on the water from the quarry as a major part of their drinking water source, an immediate action was necessary; and

WHEREAS, the City of Piqua did not have the necessary pumping equipment to be able to pump down the water level in the quarry and needed to rely on an outside contractor to perform this emergency pumping.

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: An amended purchase order is hereby authorized to Pohlkat for the emergency pumping work at the quarry.

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 \$41,250.

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	January 21, 2014			
REPORT TITLE (Should match resolution/ordinance title)	A Resolution awarding a contract to Pohlkat for the emergency quarry pumping cost.			
SUBMITTED BY	Name & Title: Don Freisthler, Water System Superintendent			
	Department: Water			
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 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)	<p>The December flood event which included 5.5 inches of rain and 0.5 inches of snow melt caused the Great Miami River to go from less than 2' to almost 16' in 24 hours. This caused the river to back up across farm fields and into the quarry raising the level in the quarry to a 100 year high, washing out part of the embankment of the quarry and flooding the pumping vault 18 inches up on the 100 HP 480 V motor.</p> <p>Once the river started to recede, we had to start pumping the quarry down so we could get the quarry water (our best water source) back into the plant. Utilizing the river water was not an option, due to the river running so high that we couldn't access the intake screens, to clear deposited debris leaving the river pump station inoperable. This left us dependent on the water from the hydraulic system to furnish the City's potable water.</p> <p>We knew that we needed to bring in additional resources to assist us with the pumping of the quarry, as the pumps that the Water Dept. were using were not even making an impact on the water level in the quarry. We needed to be able to pump down the vault so we could make the necessary repairs to the flooded out quarry pump station electric pump.</p> <p>The following is a summary of our pumping operations and the expenses incurred:</p> <p>Water level in vault was at 44 inches</p> <p>December 23-December 31-\$15,000</p> <p>Water level in vault was at 30 inches, after the initial 8 days of pumping.</p>			

	<p>January 1st -January 4-\$7,500. For a total of \$22,500. With the assistance of the Power Division, terminating the power to the Quarry Pump Station; January 2nd - Staff pulled electric motor with 28 inches of water in vault. January 3rd - Staff replaced electric motor with 26 inches of water in vault. January 4th - Shut down Pohlkat’s diesel pumps with 24 inches of water in vault. Power was reinstated and the electric pump restarted pumping 2.1 MGD.</p> <p>January 9th - 22 ¾ inches of water in vault, with rain predicted and snow melt due to warmer temperatures in the forecast, I had Pohlkat restart the diesel pumps that were still on site. There was less than six inches of space between the refurbished electric motor and the water level. Our electric pump was only dropping the level ¼ inch per day and I didn’t want loose our best water again.</p> <p>January 9th -January 15th – Continued pumping. \$1,875 per day. Total of \$15,000.</p> <p>The rebuilding of the quarry pump station at a higher elevation will be included within the construction of the new Water Treatment Plant; however, until then, we need to continue to be proactive in our efforts to protect the quarry pump station as this is a vital source for our drinking water.</p>	
<p>BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)</p>	Budgeted \$:	Budget Reappropriation
	Expenditure \$:	\$41,250 (includes 10% contingency)
	Source of Funds:	403- 306-611-7404
	Narrative	Included in the 2014 Water System budget is \$6,414,600 for New WTP & Pump station construction that will permanently solve this problem. The above account had \$13,150 of this cost. The next planned budget appropriation will include \$28,100 the emergency pumping services provided by Pohlkat.
<p>OPTIONS (Include Deny /Approval Option)</p>	1.	Approve the resolution awarding a contract to Pohlkat for the equipment rental and labor cost associated with the pumping of the quarry.
	2.	
<p>PROJECT TIMELINE</p>	NA	
<p>STAFF RECOMMENDATION</p>	Approve the resolution awarding a contract to Pohlkat for the emergency pumping at the quarry.	
<p>ATTACHMENTS</p>	Pohlkat Emergency Quote	



P.O. Box 4337
Sidney, OH 45365
(937) 498-1631

Fax Cover Page

Date: Thursday, January 16, 2014

To: Don Freisthler
City of Piqua WTP

Fax Number: (937) 778-2089

From: Pohlkat, Inc.

Fax Number: (937) 497-7540

Telephone Number: (937) 498-1631

Number
of
Pages 1

Comments: Pohlkat Inc. supplied trash pumps, fuel, supplies and labor to pump excess flood water for the City of Piqua during their emergency situation: Price quoted \$1,875.00 per day.

Dec 23 – 31 \$15,000

Jan 1 – 4 \$7,500

Jan 9 – 16 \$15,000

Total \$41,250

If you have any questions please call me or you may email me at pohlkat@embarqmail.com

Thank you,
Janie Pohlman

RESOLUTION NO. R-8-14

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

WHEREAS, the City of Piqua and the Fraternal Order of Police (Officers), Ohio Labor Council, Inc. (FOP) have negotiated a tentative a collective bargaining agreement effective January 1, 2014 through December 31, 2016.

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 Fraternal Order of Police, Ohio Labor Council, Inc. (FOP) for the 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
CITY OF PIQUA, OHIO
AND
FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.
1/01/14 TO 12/31/16

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This agreement is between the City of Piqua, Ohio (the City) and the Fraternal Order of Police, Ohio Labor Council, Inc. (the Union).

ARTICLE 1. RECOGNITION

The City recognizes the Union as the exclusive bargaining representative for all sworn full-time police officers. The bargaining unit specifically excludes the Police Chief, Deputy Police Chiefs, Police Lieutenants, and Police Sergeants. This section is solely for the purpose of granting exclusive recognition and defining the coverage of this Agreement, and nothing else is intended or is to be inferred from this Section.

ARTICLE 2. UNION SECURITY

Section 2.1 Union Dues to be Deducted

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

Section 2.2 Authorization for Deduction

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

Section 2.3 Dues to be Remitted

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

Section 2.4 Indemnification

The parties agree that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union dues and fees. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 2.5 Relief from Making Deduction

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

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

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

Section 2.6 Fair Share Fee

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

Section 2.7 Notification of Dues and Fair Share Fee Amounts

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

Section 2.8 Errors in Deductions

The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

ARTICLE 3. MANAGEMENT RIGHTS

- A. The City reserves and retains the right to direct, manage and control the affairs of the City and its employees, except to the extent this Agreement specifically provides to the contrary.

B. This includes, but is not limited to:

1. the exercise of all functions of government granted to the City by the constitution and the statutes of the State of Ohio and the Charter of the City of Piqua;
2. the securing of revenues of the City;
3. the determination from time to time as to what services the City shall perform;
4. the establishment or continuation of policies, practices, or procedures for the conduct of its affairs and from time to time, the change or abolition of such practices or procedures;
5. the purchasing and maintaining of adequate and safe equipment;
6. the determination of the tools, equipment, machinery, and methods to be used;
7. the selection, transfer, assignment and layoff of employees;
8. the termination of probationary employees, and the termination for just cause of other employees;
9. making, amending, and enforcing reasonable work rules and regulations;
10. the determination of the number of hours per day or other period any operation may be carried on, and the times for the performance of such operations;
11. the determination of the starting and stopping times for each job and shift;
12. the selection and determination of the number and the types of employees required;
13. the establishment of training programs and upgrading requirements for employees;
14. the establishment and the changing of work schedules and assignments;
15. establishing and changing job content;
16. determining what jobs are to be created, retained or discontinued and how they are to be filled;
17. the determination of the size and composition of the work force; and

18. taking such other measures that the City or its management may determine to be necessary for the orderly and efficient operation of the work force.

The City retains all rights except to the extent this Agreement specifically and expressly provides to the contrary. The City may exercise these rights, and any other management rights granted by this Agreement or by Section 4117.08 of the Ohio Revised Code without prior consultation with the Union.

C. Should the City fail to exercise any of its rights, or exercise them in a particular way, it shall not be deemed to have waived such rights or to be precluded from exercising them in some other way.

D. This Article and any other provision in this Agreement granting management rights are in addition to the rights of management set forth in Section 4117.08 of the Ohio Revised Code.

ARTICLE 4. NO STRIKE - NO LOCKOUT

Section 4.1 No Strike by Union

During the life of this Agreement, the Union shall not cause, authorize, sanction or condone, nor shall any member of the Union take part in, any strike, sit-down, stay-in, slow-down, work stoppage, curtailment of work, concerted use of paid leave time, restriction of work, or interference with the operations of the Police Department or City of any kind for any reason, including a labor dispute between the City and any other labor organization.

The Union shall not cause, authorize, sanction or condone, nor shall any member of the Union take part in, any picketing of the Police Department or City's buildings, offices, or premises because of a labor dispute with the City.

Section 4.2 Union to Take Affirmative Action to Stop

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

Section 4.3 No Lockout by City

During the life of this Agreement, the City shall not cause, permit, or engage in any lockout of the officers.

ARTICLE 5. COOPERATION AND DISCRIMINATION

Section 5.1 The City, the Union, and each officer will cooperate fully to maintain the highest levels of efficiency in serving the public, to perform services promptly, to maintain the highest professional and ethical standards, and to protect the property of the City, employees, and all other persons.

Section 5.2 Discrimination The City shall abide by all applicable laws, state and federal, prohibiting discrimination on account of race, color, national origin, religion, creed, sex, handicap, disability, age or any other applicable law prohibiting discrimination or retaliation in employment. Any claim that the City has violated this Section is subject to the grievance and arbitration procedure in this Agreement.

ARTICLE 6. DISCIPLINE, RECORDS AND INVESTIGATIONS

Section 6.1 Just Cause

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

Section 6.2 Probationary Employees

All newly hired officers shall serve a probationary period of one (1) year from the date of initial appointment. The City has the right to terminate or layoff probationary employees for any reason, except to the extent provided otherwise in Article 6, Section 3. Such action shall not be subject to the grievance procedure or arbitration, or to any recourse under this Agreement.

Section 6.3 Forms of Discipline

Forms of disciplinary action are:

- A. Written reprimand
- B. Suspension without pay
- C. Forfeiture of accrued paid leave (in place of suspension, by mutual agreement of the Chief of Police and the officer)
- D. Reduction in classification (demotion)
- E. Discharge from employment

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

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

Section 6.4 Retention of Disciplinary Records

Disciplinary records shall be maintained by the Employer, but shall cease to have force and effect and shall not be used to increase the severity of the penalty in any pending action according to the following schedule of time limits:

- A. Written reprimand - after 1 year
- B. Suspension of less than 40 hours - after 2 years
- C. Suspension of 40 hours or more - after 3 years

Section 6.5 Personnel Files

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

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

Section 6.6 Investigations

The City and the Union recognize the need for a process whereby management can effectively maintain the honesty and integrity of the organization through a discipline process that is not so complex and vague in its wording that it is unenforceable and yet maintains just protection, dignity and generally recognized rights of the officer.

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

- A. Officers shall be informed of the general nature of an incident prior to any interrogation and shall be informed whether the investigation focuses upon the filing of criminal charges or internal discipline.
- B. In cases of internal discipline, before an officer may be charged with insubordination for failure to answer questions or for failure to participate in an investigation, he shall be advised that such conduct, if continued, shall constitute the basis for such a charge.

- C. In cases where criminal charges may result, an officer shall be advised of his rights according to law.
- D. During interrogations where suspension, demotion, discharge or the filing of criminal charges is likely to occur, the officer shall be notified of his right to have a representative present. The representative may be a Union representative or an attorney of his own choosing and at his own expense. If the officer desires to have a representative present, he shall be given reasonable opportunity to consult with the representative before the interrogation begins.
- E. Management shall have the right to require officers to submit written reports of incidents under investigation. However, the officer shall retain the right to simultaneously submit to the Union a copy of such report. Should such a report submitted show that the officer has committed a crime, said report may not be used in any criminal proceeding against the officer. The report may be used by the City or the Union in taking action or defending said officer with respect to discharge or discipline.
- F. A copy of any tapes (audio or video) or transcripts made of discipline hearings held before the Chief of Police, HR Director or City Manager shall be made available to the Union upon request for the purpose of defending an officer in the case of discipline or discharge.
- G. An officer who has been the subject of an investigation shall be informed, in writing, of the outcome at the conclusion of the investigation. The City shall conduct all internal investigations in an expeditious manner, consistent with recognized investigative techniques, and shall not engage in unwarranted delays. The officer under investigation shall have the right to approach the City directly or through his representative to ascertain the status of the investigation.
- H. The first principle in any internal investigation is the Department's duty to the public, the second is the duty to provide fair procedures to any officer involved. Any failure of the City to comply with this Article shall not invalidate any disciplinary action or make any evidence inadmissible. Those restrictions are covered by federal law.

Section 6.7 Discipline

Prior to an officer being suspended, demoted or discharged, the City shall conduct a pre-disciplinary hearing with either the Chief of Police or Deputy Police Chief. However, pending the pre-disciplinary hearing in situations involving a serious violation, the Employer has the right to suspend an employee with pay (also referred to as placing the employee on administrative leave) until the pre-disciplinary hearing is held. Notice

of pre-disciplinary hearing shall be given to the effected employee no less than forty-eight (48) hours in advance of the time set for the conference. Said notice shall be in writing and shall be given personally to the effected employee.

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

1. appear at the conference to present an oral or written statement in his defense; or
2. appear at the conference and with his Union representative or attorney of his choosing (and at his own expense) who will present an oral or written statement in defense of the employee; or
3. elect in writing to waive the opportunity to have a pre-disciplinary conference.

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

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

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

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

This Section shall not be interpreted to require a pre-disciplinary hearing or any of the other procedures specified by this Section in cases of disciplinary action based on an officer's arrest or conviction for a felony offense. If the arrest is followed by acquittal or dismissal of charges, and the Department intends to impose further discipline, the Department will conduct a pre-disciplinary hearing in accordance with this section no less than two (2) weeks of the acquittal or dismissal.

Section 6.8 Press Releases

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

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

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

ARTICLE 7. RESIDENCE.

Section 7.1 Residency shall be per ORC §9.481 Residency Requirements Prohibited for Certain Employees.

Section 7.2 Telephone Expenses. All officers shall maintain a telephone for contact from the police department in addition to any department supplied telephone. Officers who maintain a non-local telephone number shall accept and pay for all telephone calls from the police department.

ARTICLE 8. GRIEVANCE AND ARBITRATION

Section 8.1 Definition

A grievance is a claim that the City has violated or misinterpreted this Agreement. The City can answer and process a grievance in accordance with the terms of this Article without waiving the City's right to challenge the validity or arbitrability of the grievance. All time limits for processing grievances shall be calendar days; however, if a time limit is less than seven days, Saturdays, Sundays and holidays shall not be included.

Section 8.2 Procedure

All grievances shall be handled exclusively as set forth in this Article. Any settlement reached at any step in accordance with 4117.03(A)(5) shall be final and binding on the grievant, the City, and the Union. If a grievance is not filed or appealed on time, it shall be considered dropped. If the City does not answer on time, the grievant, at his option, may elect to have the matter considered at the next step without delay. All time limits may be extended by mutual agreement of the City, the grievant and the Union. An officer may withdraw any grievance at any point by submitting in writing a statement to that effect to the Employer and the Union, or by permitting the time requirements at any step to lapse without further appeal.

Section 8.3 Grievance Procedure

The City and the Union shall cooperate to provide for the prompt adjustment of grievances in a fair and reasonable manner, with a minimum of interruption of work schedules. Every reasonable effort shall be made by both the City and the Union to

resolve grievances at the earliest step possible. To carry this out, the procedure below shall be followed. However, the Union, the grievant, and the Employer may, in writing, mutually agree to skip any step or steps.

Informal Step Immediate Supervisor (Verbal)

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

Step 1. Chief of Police (Written)

If the grievance is not resolved at the informal step, in order for a grievance to be arbitrable the aggrieved employee must present his signed written grievance to the Chief of Police (or the person he has designated in writing to take his place in the grievance procedure) within seven (7) calendar days of the occurrence of the incident giving rise to the grievance. This may be extended to seven (7) calendar days after the employee became aware of the incident, or, if earlier, the date the employee should have become aware of it, using reasonable diligence, but in no case may a grievance be filed more than thirty (30) days after the occurrence. The Chief of Police (or designate) shall schedule a meeting with the grievant and his representatives, if any, within seven (7) calendar days after receipt of the grievance. The Chief of Police (or designate) shall investigate and respond in writing to the grievance within seven (7) calendar days following the meeting. The seven (7) calendar days for holding a meeting and/or providing the written response may be extended by mutual agreement of the grievant, his representative and the City.

Step 2. City Manager

If the grievance remains unsettled, the employee must, if he wishes to proceed further, appeal it in writing, signed, to the City Manager (or the person designated in writing for these purposes) within ten (10) calendar days after the Chief's response. The City Manager or his designee shall schedule a meeting between the parties within twenty-one (21) days. The City Manager (or designee) shall have fourteen (14) calendar days following the meeting in which to give his written response to the grievant and his representative.

A hearing by the City Manager may be waived by the Union in the case of a termination where the City Manager made the decision to terminate the employment.

Step 3. Arbitration

If the grievance is not settled in step 2, the Union may then appeal the decision to arbitration. To do so, the Union will notify the City Manager of its intent to arbitrate within fifteen (15) calendar days of the answer of the City Manager. Either the City or the Union may then request the appointment of an arbitrator by either the Federal Mediation and Conciliation Service (FMCS) or the Arbitration and Mediation Service from Cincinnati, Ohio pursuant their respective rules. The parties will mutually agree on the service to be used, and if they cannot agree, the party requesting arbitration shall select the service.

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

The arbitrator shall have no power to add to, subtract from, or modify the Agreement in any way, but shall instead be limited to the application of the terms of this Agreement in determining the dispute. The arbitrator shall also have no power to determine any jurisdictional disputes between employees covered by the Agreement and employees outside the coverage of the Agreement, and shall have no power to rule on anything that happens before the initial effective date of this Agreement or after the termination date of this Agreement.

The arbitrator shall promptly hear the matter and shall render his decision within thirty (30) days from the arbitration hearing. His decision shall be final and binding upon the parties to this Agreement.

This grievance and arbitration procedure shall be the sole and exclusive remedy for all claimed violations of this Agreement and shall be in lieu of all rights under civil service rules.

Each party shall pay one-half ($\frac{1}{2}$) of any docket fee and of the cost of the arbitrator, but each party shall bear its own expenses.

Section 8.4 Multiple Grievances

No more than one grievance shall be placed before an arbitrator at any one hearing and in no instance shall there be multiple (two or more) grievances heard by any arbitrator unless the City and the Union agree to waive this Section.

Section 8.5 Content

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

- A. Aggrieved officer's name and signature.
- B. Aggrieved officer's classification.
- C. Date grievance was filed in writing.
- D. Date and time grievance occurred.
- E. Where grievance occurred.
- F. Description of incident giving rise to the grievance.
- G. Specific sections of the Agreement violated.
- H. Desired remedy to resolve grievance.

Section 8.6 Who May Bring a Grievance

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

- B. Class

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

- C. Union

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

Section 8.7 Attendance at Grievance Step Meetings

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

ARTICLE 9. LEAVES OF ABSENCE.

Section 9.1 Leave for Personal Reasons

An officer, upon written application, may be granted up to thirty (30) days of unpaid personal leave of absence at the discretion of the City when such leave of absence is for justifiable reason, and this request will not be unreasonably denied. If, however, the employee accepts employment elsewhere without the consent of the City during the leave of absence, he shall be considered to have terminated his employment. If an employee accepts employment elsewhere, with City consent, and is retained on leave of absence, he shall receive no coverage under the health and welfare program of the City and shall receive no retroactive increase for his prior service unless re-employed without a break in service.

Section 9.2 Leave of Absence Due to Illness or Injury

An employee who is unable to work due to illness, injury, or other disability for a period in excess of fourteen (14) days must request a leave of absence in writing before the end of fourteen (14) days. The City may require a medical examination by a physician designated by the City as a condition of granting or continuing the leave or reinstatement. If the employee disagrees with the finding of the City's physician he may undergo a medical examination by a physician of his choice, at his expense. The employee's physician shall prepare a written report with a copy to the City. If the findings of the City's physician and the employee's physician are in conflict, a third physician will be chosen by the two physicians to provide a third opinion, at the City's expense. The findings of the third physician shall be final and binding on the City, the Union and the employee.

In no event shall the leave for illness or injury extend for more than one (1) year from the day the employee last worked, or, if less, for a period of time equal to the employee's seniority at the beginning of the leave, unless an extension is granted in the sole discretion of the City Manager, based on a medical opinion that the employee's return to work is imminent.

Female employees will be granted a leave of absence for disabilities due to pregnancy on the same basis as leaves are granted for other disabilities.

When an employee knows in advance that an absence or disability will occur, such as for surgery or due to pregnancy, the employee shall give the City notice of such expected disability as far in advance as practicable.

Section 9.3 Military Service

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

Section 9.4 Unpaid

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

Section 9.5 Eligibility for Overtime

Employees on any form of leave of absence, paid or unpaid, are not subject to call-ins and work assignments and are not eligible for overtime or premium pay, except court time related to Piqua Police Department cases filed by or involving that employee on behalf of the City of Piqua.

ARTICLE 10. HEALTH AND SAFETY.

Section 10.1 Health and Safety Cooperation Between City and Union. The City will maintain provisions for the health and safety of all its employees as required by applicable law. The Union and all employees will cooperate with the City on all matters pertaining to health and safety. A joint labor-management health and safety committee shall be established which may consist of two (2) Union representatives, the Chief and a command officer designated by the Chief. The committee will be co-chaired by one of the Union representatives and the Chief. The committee's general responsibility will be to provide recommendations for a safe and healthful workplace by identifying hazards and recommending means to abate such hazards. The committee may meet quarterly or at times mutually agreed upon. Bargaining unit employees serving on the committee shall not suffer a loss in pay for time spent in committee meetings during their regularly scheduled shift. The Union may at any time bring a safety concern to the attention of the Chief or the City Manager.

Section 10.2 Medical Examination Returning From Leave of Absence. The City may require an officer to undergo an examination by, and to receive approval of, a physician or other examiner selected by the City before being permitted to return to work or remain on leave. If such examination is required, it shall be paid for by the City. The officer will not lose any regular straight time pay he would otherwise have received as a result of time reasonably spent in attending the examination.

Section 10.3 Medical Examination in Interest of Health, Safety, or Job Performance. In the interest of health, safety, or job performance, the City may at any time require a physical or mental examination of an officer by a physician or other examiner selected by the City. If the examiner determines that the officer's condition jeopardizes his health or safety or that of others, or his job performance, the City may place the officer on leave of absence. If such examination is required, it shall be paid for by the City. The officer will not lose any regular straight time pay he would otherwise have received as a result of time reasonably spent in attending the examination. Officers shall not receive overtime pay for such examinations except as may be required under the FLSA.

Section 10.4 Authorization. The City may require an officer to sign medical records release authorizations(s) for records directly related to his medical as part of an examination under this Article or when relevant to any claim by the officer against the City.

Section 10.5. Third Doctor. If an officer disagrees with the findings of the City's doctor, he may undergo an examination by a doctor of his choice, at his expense. The officer's doctor shall prepare a written report with a copy to the City. If the findings of the City's doctor and the officer's doctor are in conflict, the two doctors shall select a third doctor to resolve the conflict. The City and the officer will make all relevant materials available to the third doctor, including all medical records. The finding of the third doctor will be final and binding and his costs will be paid for by the City.

Section 10.6 Physical Fitness and Wellness Program. It is recognized that each officer is responsible for his physical fitness and will diligently strive to meet his/her standards. The physical fitness requirements for graduation from the Ohio Peace Officer Basic Training Program will be the basis of any mandatory standards applied. The standards used are attached by addendum, which shall be the standards in effect on date of execution of the agreement.

The City may require all officers to undergo a test of his/her physical fitness each year. The City shall provide a minimum of sixty (60) days notice prior to implementing any physical fitness test under this section. An officer that does not meet the minimum acceptable standards will be subject to retest every three months until minimum standards are met.

Unless released from duty requirements during a scheduled workday, the time spent in conditioning shall not be compensable. Officers will receive their regular overtime pay for time spent in any required off-duty fitness testing, medical examinations, or wellness education programs. As part of the physical fitness and wellness program officers may be required to attend wellness and nutrition education as part of the department's in-service training program. The City will make physical conditioning equipment available commencing with the effective date of this Agreement.

Section 10.7 Medical Examinations. The City will provide comprehensive medical examinations, at the City's expense, to determine if the officer is able to perform the essential job functions established by the Chief of Police. The Chief of Police will select the doctor(s) to perform the examinations. The content of the examination will be based on the recommendation of the doctor consistent with an officer's essential job functions. The examination may include a stress EKG if the doctor concludes such a test is appropriate. The City will provide for testing of one-third of the bargaining unit employees each year in accordance with a three-year plan approved by the Chief of Police. An officer who attends an examination during the officer's regularly scheduled working hours, with the approval of the Bureau Commander, shall do so without loss of pay.

ARTICLE 11. DRUGS AND ALCOHOL.

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

Section 11.1 Use of Alcohol and Drugs.

- C. Employees shall not possess, sell or use alcohol or controlled substances while on the job, including meal periods.
- D. 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.
- E. 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.
- F. Employees called into work due to manpower shortage, emergency or other similar incident will report to the supervisor on duty any usage of alcohol.
- G. If an employee is called into work after consuming alcohol or is reporting to work when experiencing a reaction to a prescription or over-the-counter drug which may affect his ability to do his job, the on-duty supervisor will make a determination as to fitness for duty. No drug test will be administered if subparagraph C or D applies. The on-duty supervisor will fill out and retain a form documenting his determination, with a copy to be filed with the Chief.

Section 11.2 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 11.3. Testing Procedure.

- A. Drug and/or alcohol testing will be conducted when there is a reasonable suspicion that an employee is using or possessing controlled substances or alcohol, or abusing a controlled substance at work, or is working or reporting to work under the influence of illegal drugs, alcohol or an abused controlled substance. Reasonable suspicion may be based upon, but is not limited to, unexplained and excessive absence, a reliable report, reporting to work with the odor of alcohol or marijuana on an employee, unusual behavior such as slurred speech or lack of coordination, the unauthorized possession of drug paraphernalia, or involvement in an on-duty accident or other on-duty incident which results in serious physical harm or the use of deadly force. An employee who uses deadly force while off duty will also be tested but will not be considered on the job or at work for purposes of Section 1 of this Article.
- B. Upon request, the Chief of Police shall identify to the employee and his representative the basis for reasonable suspicion. The Chief of Police may withhold the names of persons who have provided information if the Chief of Police identifies facts and circumstances which independently provides a basis for reasonable suspicion.
- C. Testing will require that the employee provide a urine and/or blood sample, or some other medically accepted procedure will be used. Any time an employee is requested to take a drug or alcohol test, the employee will be required to sign an authorization form permitting the physician or lab to conduct the test and release the results to the City and the employee. Refusal to sign the authorization form or to submit immediately to a requested drug or alcohol test will be considered insubordination and will subject the employee to disciplinary action.
- D. All test samples will be given at a licensed medical facility or doctor's office selected by the City, sealed and properly identified. Testing will be conducted by a certified laboratory, and the test results will be considered a confidential medical record not subject to public disclosure. Results will be distributed to the City and the employee only. Positive drug screens results will be confirmed by gas chromatography/mass spectrometry (GC/MS). Drugs being screened may include any controlled substance contained in Schedules I through V of Section 202 of the Controlled Substance Act, Section 21 U.S.C. 812, or as defined in O.R.C. 3719.01.
- E. At any time prior to providing a sample of blood or urine, the employee will have the right to confer with an attorney or union representative as long as this does not result in an unreasonable delay in performing the test. To the extent possible, the sample must be provided within a 2 hour period after reasonable suspicion has been determined.
- F. The employee shall be advised that the test is being required for administrative, internal police department purposes only and will not be used as part of a criminal investigation.

- G. Employees will provide a minimum of three samples of blood or urine to be tested. One sample will be sent to the lab of the City's choosing. One other sample, at the employee's choice, will be sent to a lab of the employee's choosing, or the sample will be preserved in the proper manner to be tested in the case of positive results on the first sample. The third sample will be preserved in the proper manner to be tested by a different lab selected by the City if the results of the City's and the employee's first test are in conflict. If this is the case, the results of the third test shall be controlling.

Section 11.4 Rehabilitation and Counseling.

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

- G. The Chief of Police may require up to two tests of an employee during the six (6) month period after an employee has completed a rehabilitation program. These tests need not be based upon a reasonable suspicion of drug or alcohol use. If either test is positive, the employee's employment shall be terminated.

Section 11.5 Appeal.

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

ARTICLE 12. EFFECT OF LAW.

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

Where not covered by this Agreement, and where not displaced by this Agreement, all applicable laws and provisions, state, local and federal, shall apply. The conduct and grading of promotional examinations, the rating of candidates, the establishment of eligible lists for examinations and the original appointments from eligible lists are not subject to bargaining under this Agreement.

The City Commission shall adopt no ordinances, resolutions or other legislative matters in conflict with this Agreement.

The City, the Union and each employee will cooperate fully to abide by, and will abide by, all applicable laws and regulations prohibiting discrimination on account of race, color, religion, sex, national origin, unionization, age, disability or veteran status. The City may reassign a disabled employee or restructure a disabled employee's job in order to reasonably accommodate the disabled employee. The City shall notify the Union of such reassignment or restructuring in advance of its implementation. Such reassignment or restructuring shall not be overturned in arbitration provided that the arbitrator finds that the reassignment or restructuring was made in good faith for the purpose of meeting the City's obligations under the Americans with Disabilities Act or Ohio Revised Code 4112.

ARTICLE 13. NON-BARGAINING UNIT JOB DUTIES.

Section 13.1. The City may assign non-bargaining unit duties to bargaining unit employees without prejudice to the City's right to later remove those non-bargaining unit job duties from bargaining unit employees.

Section 13.2 Bargaining Unit Work/Special Duty. Except in emergency circumstances, overtime opportunities for work requiring a sworn officer which is normally performed by

bargaining unit employees shall be offered to those unit employees who normally perform the work before it may be offered to seasonal, exempt or other employees.

ARTICLE 14. HOURS OF WORK AND OVERTIME.

Section 14.1 No Guarantee. This Article is solely to provide a basis for the calculation of overtime and is not a guarantee of minimum or maximum hours of work or schedules of work to any officer or to any group of officers. The City shall continue its current practice with respect to the inclusion of paid time off in the calculation of overtime hours worked. Overtime means additional time over the normal full-time amount; trading regular work with another officer is not overtime.

Section 14.2 Scheduling. Before any subsequent change to a work schedule that does not provide for twelve (12) hour shifts, the City will give the Union at least sixty (60) days notice of the proposed change, and will offer to meet and confer with the Union about it. Those officers working a twelve (12) hour shift will be provided with consecutive days off and consistency in scheduling when this is reasonably possible. The normal straight time work schedule shall include one hundred sixty (160) hours in a twenty-eight (28)-day cycle.

Section 14.3. Pyramiding. No officer shall receive premium pay under more than one provision of this Agreement for the same hours worked. Any hours worked for which more than one premium rate is payable under this Agreement shall be compensated at the highest premium rate applicable to such hours under this Agreement.

Section 14.4. Scheduled Overtime - Time and One-Half Pay. An officer shall receive time and one-half his regular rate of pay for all scheduled overtime. Any officer that is scheduled to report to the Police Department during his off-duty hours shall receive time and one-half his regular rate of pay.

Section 14.5 Emergency Overtime Pay. Any officer that is called to work without advance notice and at a time outside his scheduled shift, other than a holiday, shall receive a minimum of four (4) hours of pay at time and one-half rate, except that if his scheduled shift starts within four hours of the emergency call in time, he shall be paid at the time and one-half rate only for hours actually worked before the start of his shift.

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

Section 14.6 Regular Overtime - Work Beyond End of Shift. When an officer is required to work beyond the end of his regularly scheduled hours, with the approval of his duty supervisor, or when his supervisor deems it necessary and practical, such officer shall be compensated for the actual additional time worked at time and one-half his regular rate of pay, for each six (6) minute interval worked (calculated and paid to the nearest 1/10th hour).

Section 14.7 Special Circumstances - Overtime. Should any officer perform a police function of arrest or provide necessary assistance to the Department or another officer while he is off duty, he shall be paid at time and one-half his regular rate of pay for a minimum of one-half (½) hour, provided:

- A. Such work is later determined by the Chief of Police to have been necessary and acceptable.
- B. Such work was not performed while the officer was working an off-duty assignment for an outside employer.

Section 14.8 Court Overtime. Any officer required to appear in court at a time outside his regularly scheduled hours, shall be paid at time and one-half his regular rate of pay for all hours spent in court as defined in this section, or a minimum of two and one half (2.5) hours. Court overtime shall include required appearances in court, pretrial conferences, required meetings with a prosecutor and official civil or criminal hearings. It is each officer's responsibility to ascertain if he will be required to appear in court.

Officers shall make every effort to complete all case preparation at least one day prior to the scheduled court appearance. Court time will begin when the officer reports to the police building and will end when he is no longer needed for court, allowing for reasonable travel time and following the guidelines established by the Chief of Police. Court Overtime will begin upon their arrival at the required court location or at the police department prior to departing for court and end when their required appearance ends or they report directly back to the police department.

Section 14.9 Jury Duty. An officer required to serve on a jury before a court empowered by law to require such service shall be excused from scheduled duty for the time required for such service during duty hours and shall be paid his regular wages by the City. Any compensation received by the officer for jury duty performed during scheduled duty hours received by the officer shall be signed over to the City, provided such release from jury duty is during their regularly scheduled work hours. Officers must report for duty whenever released from jury service. The hours spent on jury duty shall be applied toward the officer's next regular duty tour if within 8 hours of release from jury duty.

Section 14.10 Time Between Shifts. Each officer shall be given a minimum of eight (8) hours between regularly scheduled hours, training hours included, with the exception of mandatory court appearances, performing BAC testing certification, yearly time changes and in cases of emergencies or when officers volunteer for additional time.

Section 14.11 Yearly Time Changes. An officer shall be paid at the overtime rate for the one (1) extra hour worked on the hour of the fall time change to Eastern Standard Time. The officer shall be charged with one (1) hour of straight time pay or other accumulated time if scheduled to work on the hour in spring when Daylight Savings time takes effect.

Section 14.12 Documentation. If the City denies or modifies any part of a request for overtime pay under this Article, the City shall notify the officer of its decision within seven (7) working days of the denial or modification. The officer must comply with Department regulations concerning the documentation of the overtime scheduled.

Section 14.13 Exchange of Duty. With the approval of the shift supervisor and the appropriate Bureau Commander, officers shall be permitted to exchange duty days, and/or scheduled work periods of less than a duty day, provided as follows:

- A. The officer requesting the exchange and the officer agreeing to work for the requesting officer must be capable of performing the other officer's primary assigned duties. An officer that agrees to work for an officer requesting a duty exchange that will be the Watch Commander must be capable of performing the duties of the Watch Commander and will assume those duties when the officer performs the duty exchange. Officers assigned as "Officer-In-Charge" may exchange duty days with other officers as long as the Watch Commander is scheduled to work on the duty exchange day or they exchange with another officer designated as an "Officer-In-Charge."

That the exchange must be an exchange of one scheduled work period for another scheduled work period within the same twenty-eight (28) day work schedule. There will be no exchange of accumulated holidays, personal days, vacation days, or other accumulated time off. However, this does not preclude an officer from using accumulated time off on the date of the exchange if manpower permits and with the approval of that Watch Commander and appropriate Bureau Commander. For payroll purposes in duty exchange situations, payroll will be submitted reflecting what officers actually worked and officers shall be paid for the actual day(s) they work, not what is reflected on the original pre-duty exchange schedule. Officers working recognized holidays, in a duty exchange situation, shall receive the time and one-half holiday premium pay.

Officers requesting an exchange/standby shall submit such request to the Watch Commander, explaining in general terms the reasons for the exchange request, no less than three (3) calendar days in advance of the date of the proposed exchange. The request form must meet the approval of the two officers and any affected Watch Commander. The request shall then be forwarded to the Bureau Commander for approval. If the Watch Commanders have approved the exchange/standby, the Bureau Commander shall approve the request, except in cases where unusual circumstances exist, and/or failure to meet one or more of the requirements set forth in this Section. In the event that unusual circumstances exist, the Watch Commander shall have the authority to approve such requests in the absence of the Bureau Commander and will

forward a copy of such requests for the appropriate Bureau Commander by the end of that shift.

Once an officer agrees to standby for another officer, that officer providing the standby is responsible for reporting for duty at the agreed time, and performing all assigned duties of the officer for whom he is standing by, provided he is capable of performing those duties. If an officer who had agreed to stand by for another officer is unable to report for duty at that time due to illness, that amount of sick time will be deducted from the officer who agreed to furnish the standby.

An officer requesting another officer to stand by for him may make other arrangements for repayment of this time to the officer, provided there is no exchange of accumulated holidays.

ARTICLE 15. WAGES.

Section 15.1. Hourly Wage Rates. The straight time hourly wage rate of an officer shall be increased 2% effective January 1, 2014; 2% effective January 1, 2015, and 2% effective January 1, 2016. These hourly wage rates will be as follows:

HOURLY WAGE RATES
EFFECTIVE ON:

STEP	COMPLETE MONTHS OF SERVICE	01/01/14	01/01/15	01/01/16
STEP 1 POLICE OFFICER	0-12 months	\$25.33	\$25.84	\$26.35
STEP 2 POLICE OFFICER	13-24 months	\$26.36	\$26.89	\$27.42
STEP 3 POLICE OFFICER	25-36 months	\$26.90	\$27.44	\$27.99
STEP 4 POLICE OFFICER	37-48 months	\$28.52	\$29.09	\$29.67
STEP 5 POLICE OFFICER	49-84 months	\$30.21	\$30.81	\$31.43
STEP 6 POLICE OFFICER	85-132 months	\$30.51	\$31.12	\$31.74
STEP 7 POLICE OFFICER	133-180 months	\$30.65	\$31.26	\$31.89
STEP 8 POLICE	181-228	\$31.03	\$31.65	\$32.28

OFFICER	months			
STEP 9 POLICE OFFICER	229-276 months	\$31.26	\$31.89	\$32.52
STEP 10 POLICE OFFICER	>276 months	\$31.50	\$32.13	\$32.77

Section 15.2 Newly Hired/Lateral Entry. Newly hired officers shall be paid at step 1 in the wage schedule until twelve (12) months of satisfactory service is completed. The City may start a newly hired officer at a higher step not to exceed Step 5, based on the officer's prior service and experience with another law enforcement agency. A newly hired officer who is started at a higher step as a lateral entry shall remain at that step until his months of service entitle him to move to the next step as provided in this Article.

Section 15.3 Evaluations. Step raises will be given as provided by applicable City Ordinance or personnel regulations. Each officer's performance will be rated by his supervisor prior to the anniversary date. An officer hired after 3/01/04 must receive a rating of satisfactory or better to receive an increase to steps 2 - 5 (48 months). These ratings also shall be considered for placing probationary officers into permanent status and for lateral assignments.

It is recognized that satisfactory performance is a requirement. An employee who receives a rating of less than satisfactory may request reevaluation after ninety (90) days from the date of their less-than-satisfactory performance rating.

Rating forms, when completed, will be discussed with the officer. The officer is required to sign it as evidence of the fact that it has been reviewed. The signature does not necessarily mean that the officer is satisfied with the rating. The officer shall receive a copy of the rating form upon request.

Section 15.4 Master Police Officer Rating. The Master Police Officer (MPO) program is a voluntary program under which officers can qualify for increased pay by completing the training requirements described in this Section. To be eligible for MPO pay, an officer must: (1) complete sixty (60) months of continuous service as a City of Piqua police officer; (2) complete the training requirements described below; and (3) file the necessary documentation with the Chief of Police demonstrating completion of the training requirements.

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

Master Police Officer Program Areas:

Evidence Technician & Criminal Investigator - This specialty area requires a minimum of 160 external training course hours. A required core course in this specialty area is the

80 hour Evidence Technician Basic School offered at the Miami Valley Regional Crime Laboratory, or an equivalent course as determined by the Chief of Police or his designee. In addition, any course approved by the Chief of Police which will assist an officer in conducting criminal investigations may qualify under this category.

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

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

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

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

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

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

Section 15.5 Educational Incentive Pay. To encourage educational attainment, officers who have completed 60 months of service with the Department shall be eligible to receive educational incentive pay of two percent (2%) when an associates degree is awarded and three percent (3%) when a bachelors degree is awarded.

Quarter credit hours or semester credit hours shall be earned from an accredited institution of higher learning as approved by the Chief of Police and the credit hours shall be in pursuit of a degree in Police Science, Police Administration, Criminal Justice, Law Enforcement, Criminology, Public Administration, Business Administration,

Behavioral Science, or any other major related to the officer's job duties as determined by the Chief of Police. Officers with degrees in non-qualifying fields of study may qualify for Educational Incentive Pay if they have completed the minimum qualifications of at least one of the specialty fields as listed in Article 15, Section 4 for the MPO Program.

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

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

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

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

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

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

Section 15.6 Work in Higher Rank. When an officer is required to perform the duties of the next higher rank for at least one hour as a result of the absence of the officer of the next higher rank, the officer appointed by the Chief of Police as the "Officer-In-Charge"

will receive a pay rate differential equal to seven percent (7%) above his present police officer base pay rate, for all such hours actually worked in the capacity of the next higher rank, up to and including three consecutive workdays. If the "Officer -In-Charge" works four (4) or more consecutive full duty days (not counting regularly scheduled days off), the officer shall receive a pay rate differential equal to nine percent (9%) above his present police officer base pay rate, for the consecutive workdays beyond the first three. That officer shall be responsible to perform all those duties associated with those of the "Officer-In-Charge."

If an officer is assigned and works in the next higher rank (Lieutenant) for at least five (5) consecutive full duty days (not counting regularly scheduled days off), the officer shall be entitled to receive the lowest base rate of pay for Lieutenant or the officer shall receive a pay rate differential equal to ten percent (10%) above his present police officer rate of pay, whichever is higher for hours actually worked in that capacity. It shall be the responsibility of the officer affected to inform the Chief of Police if the 10% applies rather than the lieutenant pay. The selection of the officer to be placed in the next higher rank will be made by the Chief of Police. The officer must satisfactorily perform all the duties and requirements of the next higher rank. Unsatisfactory performance will be noted and may be grounds for non-appointment at the next opportunity. This assignment will not be applied retroactively.

Section 15.7 Work as a Field Training Officer (FTO). When an officer is required to perform the duties of the departmental "Field Training Officer" for at least one hour, that officer will receive a pay rate differential equal to three and one-half percent (3.5%) above his present base pay rate, for all such actual work hours worked in this capacity. Such designated "Field Training Officer" shall be responsible to perform all those duties associated with those of "Field Training Officer" as promulgated by the Chief of Police. All departmental "Field Training Officers" shall be appointed by the Chief of Police and serve in such capacity at the sole discretion of the Chief of Police. An officer shall not receive both work-in-higher-rank pay and FTO pay for the same hours worked, but shall receive whichever premium pay is greater.

Section 15.8 Standby Pay. When an officer is placed on standby duty and has been requested to make himself available for call-in, he shall receive half-pay based upon his regular hourly rate of pay with a minimum standby duty of one working day. Standby duty and pay must be authorized by the Chief of Police.

Section 15.9 Payroll Deductions. The City agrees to deduct from the wages of any officer, upon his written authorization, any monetary amount for the following:

- A. One authorized Credit Union.
- B. U.S. Savings Bonds.
- C. United Appeal.
- D. Fraternal Order of Police Lodge 58.
- E. Police Department Training Center - Building Fund
- F. Deferred Compensation Program.
- G. Ohio Tuition Trust Authority.

- H. Any other payroll deduction program permitted by the City.
The officer's authorization may be revoked at any time.

ARTICLE 16. HOLIDAYS AND PERSONAL LEAVE HOURS.

Section 16.1 Holidays. Eligible employees will receive holiday compensation for the following recognized holidays under this Agreement:

New Years Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Presidents Day	Day After Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day

Section 16.2 Holiday Pay/Accumulation. All officers assigned to patrol shall be given their choice of either eight (8) hours straight time pay or eight (8) hours accumulated time off for each of designated holidays specified in this Article. Officers working assignments other than patrol will be scheduled off on all holidays recognized in this Article, unless with the prior approval of the Chief of Police exigent circumstances exist that require the officer to work on that holiday. In such instance, Sections 2 and 4 of this Article apply.

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

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

Section 16.3 Holiday Time Off and Overtime. The City and the Union acknowledge that given the nature of police work, some officers must work on holidays. They also acknowledge the desirability of permitting officers to not work on holidays when this is reasonably possible. Therefore, the City and the Union agree that holiday work will be scheduled as follows:

- B. The Chief shall determine manpower requirements on holidays.

All officers assigned to patrol whose regularly scheduled work days fall on a holiday shall work that holiday, unless on a leave described elsewhere in this Agreement.

To the extent that the City's manpower requirements for the holiday exceed the number of officers regularly scheduled to work that holiday, the Chief shall solicit volunteers to work that holiday.

To the extent that the number of volunteers is insufficient to satisfy the City's manpower requirements, the Chief shall select the officers required to work the

holiday by reverse order of seniority among the officers reasonably available to work.

This procedure shall apply to both regular duty and scheduled overtime duty, but shall not apply to emergency call-ins on the day of the holiday necessitated by absences, emergencies or other unforeseen situations arising on the day of the holiday.

Officers shall be paid double time for all overtime hours worked on designated holidays, but the Chief of Police reserves the authority to establish reasonable rules to control and manage such overtime.

Section 16.4 Holiday Work - Premium Pay. All officers who are assigned to work a designated holiday shall be paid at time and one-half their regular rate of pay for regularly scheduled hours worked. The holiday is designated as the date that the shift begins. In the event it becomes necessary to require an officer to work a holiday when he has been previously scheduled off and now scheduled to work on that holiday, the City shall pay the officer at the rate of 2 times the regular rate of pay, if the officer receives less than 60 days notice in advance of said holiday.

Section 16.5 Holiday Work - Leaving Early. Officers who work less than the entire holiday shall receive premium pay only for the portion of the holiday actually worked.

Section 16.6 Personal Leave Hours. An officer shall be given forty-eight (48) hours of personal leave annually on January 1st of each year. The personal leave hour(s) may be used at the officer's discretion and upon approval of a supervisor for family or personal business, legal or other matters. The time off may be taken in hourly increments. In extraordinary or emergency circumstances a personal leave request of at least a full duty day may be approved by the Chief of Police or his designee after the final schedule for the next twenty-eight (28) days has been issued without regard to the operational needs of the department. Such requests are limited to one per shift or section duty shift. All personal leave must be used by the following January 1st, unless prior approval is granted by the City Manager to extend the date. An officer hired before March 1, 2010 may convert up to a maximum of 24 hours of personal leave by November 15th of each calendar year. Personal leave hours converted to cash is personal leave that was earned in prior years.

Section 16.7 Earned Personal Leave. Officers who successfully complete the range qualification on the first attempt for each of the three (3) required weapons shall receive an additional four (4) hours of personal leave for each weapon with the maximum number of earned personal hours not to exceed 12 hours. These 12 hours earned shall not count towards any personal time that may be cashed out.

ARTICLE 17. VACATIONS.

Section 17.1 Eligibility. Officers who have been continuously employed for one or more years shall be eligible for vacation according to the following schedule:

Months Completed	Vacation Hours Per Year	Vacation Hours Maximum Accumulation Limit
After 12 months but less than 96 months of service	80 hours	240 hours
After 96 months but less than 180 months of service	120 hours	240 hours
For 180 months but less than 300 months of service	160 hours	240 hours
For 300 months or more	200 hours	240 hours

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

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

Each officer who has accumulated four hundred eighty (480) hours sick leave may convert forty (40) sick hours to forty (40) vacation hours for time off and/or pay. In no case shall more than forty (40) hours be converted in each year and no officer shall receive more than two hundred forty (240) hours vacation in any year. Sick leave hours converted to cash is sick leave that was earned in prior years. Requests for conversion of vacation and sick leave to cash must be made prior to November 15th.

Each officer shall be allowed to carry over unused vacation time into the next year subject to maximum accumulation limits.

Section 17.2 Vacation Scheduling and Request to Use Accrued Leave Procedures.

The vacation scheduling period for full weeks of vacation or more (full week is defined as a request that includes at least seven consecutive days of accumulated paid leave including regular days off regardless of the number of hours and may include holidays and personal leave) shall be from January 1 to December 31. Vacation time will, insofar as operational requirements permit, be granted at those times requested by an officer. Vacation requests shall be submitted starting December 1 for the following calendar year and such requests will be scheduled by seniority. In order to treat all officers fairly, no more than three full weeks of vacation may be selected by an individual officer during the sign-up period for the annual seniority vacation scheduling or for the period June 1st through September 1st. If more officers within a watch or section or job classification than can be accommodated choose a particular week, seniority will be the basis upon which preference is granted during the sign up period. In extraordinary circumstances the request for vacation for an officer may be approved by the Chief or

his designee prior to the seniority request deadline, if the seniority rights to that specific time period are waived in writing by the affected more senior officers.

After the sign up period, vacation, holiday, and/or personal leave requests of at least one full duty day shall be granted on a first-come, first-served basis, so long as the request meets the operational requirements of the Department. Such requests shall not normally be granted after the final schedule for the next twenty-eight (28) days is issued, but this may be waived on a case-by-case basis by the Chief or his designee. Requests to use accumulated vacation, holiday and/or personal leave hours for less than a full shift may be granted on a case-by-case basis by the Watch Commander, provided that the officer (or alternate secured by the officer) must remain reachable and available for call back to that shift if necessary to avoid an overtime call in. This shall not entitle the officer to standby pay or call in pay.

The City has the right to approve or disapprove the use, modification of, or cancellation of all vacations. Such requests shall not be unreasonably denied, cancelled or modified. If such approved requests are cancelled with less than 7 days notice the officer will be entitled to premium pay (one and one-half rate) for those hours actually worked.

ARTICLE 18. SICK LEAVE

Section 18.1. Sick Leave Credit

All officers shall earn sick leave credit on the basis of ten (10) hours for each month of service. Unused sick leave shall be cumulative up to and including 1440 hours for retirement, death benefits, and termination of employment as provided for in the Severance Article of this agreement. Sick leave shall be charged on the basis of one (1) hour for each hour off.

Section 18.2 Sick Leave Usage

Sick leave may be used as provided in this Agreement for absence due to illness, birth, injury, treatment of illness or injury, exposure to contagious disease to the officer and, where it reasonably necessitates the officer's absence, for illness, birth, injury, treatment of illness or injury, exposure to contagious disease to the officer's spouse, sons and daughters, parents (natural, step, or in-law), and other relatives living in the officer's household.

Section 18.3 Sick Leave Donation

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

ARTICLE 19. INJURY LEAVE.

If an officer suffers a compensable injury or illness while in the performance of his duties with the City and while properly performing an assigned task, such injured or ill officer shall continue to receive his full weekly rate of pay from the City for the first six months following the date of injury, provided such officer endorses his Workers' Compensation check over to the City. The City may, at its discretion, elect to pay the amount that would have been paid by Workers' Compensation rather than having the employee endorse his Workers' Compensation check over to the City. The status of such compensable injury or illness may be subject to review by the City Manager at the end of the first six month period and at the end of each six (6) month period thereafter so long as the condition persists.

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

ARTICLE 20. FUNERAL LEAVE

Section 20.1 Funeral Leave

All officers shall be granted three (3) scheduled working days funeral pay to arrange for and/or attend the funeral of a member of his immediate family. For the purpose of this Section an officer's immediate family shall include father, mother, brother, sister, spouse, child, mother-in-law, father-in-law, daughter-in-law, son-in-law, stepmother, stepfather, grandmother, grandfather, grandchild, and any other relative residing in his household.

Section 20.2 Supplemental Funeral Leave - Immediate Family

In the event of the death of the officer's father, mother, brother, sister, spouse or child, the employee, upon giving notice, shall have the right to take up to an additional three (3) scheduled working days of sick pay. Such additional time shall be charged to the employee's accumulated sick hours.

Section 20.3 Supplemental Funeral Leave - Out of State

Should a death or burial in the immediate family occur in a city more than one hundred miles or out of the State of Ohio an additional two (2) scheduled working days for travel shall be granted and paid and charged to the officer's accumulated sick hours.

Section 20.4 Funeral Leave - Legal Affairs

All officers may take two (2) scheduled working days to attend the funeral and reserve a day to attend to legal matters made necessary by the death, but such time provided herein shall be taken within two (2) calendar weeks after the date of burial.

Section 20.5 Funeral Leave - Other Relatives

One (1) scheduled working day of funeral pay shall be granted to attend the funeral of an officer's foster mother, foster father, aunt, uncle, first cousin, niece, nephew, sister-in-law, and brother-in-law. Where a special filial relationship exists between the officer and relative for whom he would normally be granted one scheduled working day of funeral pay, three (3) scheduled working days of funeral pay will be granted upon the furnishing of an affidavit to the Chief of Police setting forth the facts of the special relationship.

ARTICLE 21. UNIFORMS AND EQUIPMENT.

Section 21.1 Initial Issue of Uniforms and Equipment. The City shall provide at the minimum each newly hired police officer with the following uniforms and equipment as initial issue upon hire. The Chief of Police may determine other necessary uniform, clothing, and equipment items, which shall be issued as the new officer's initial uniform issuance at discretion of the Chief, under the authority of the Chief in Article 20, Section 2 to set and prescribe the uniform, equipment, and attire of the Department. Unless specifically noted, all items may be new or used if serviceable.

Uniform Items

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

*Must Be New Item

**Capable of resisting the Department issued ammunition

Equipment Items

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

Section 21.2. Officers Uniform, Clothing and Equipment Allowance. On January 1st of each year, all officers shall be given a \$550 clothing allowance. All officers may purchase uniform, clothing (no more than one pair of athletic shoes per year) and equipment needs for duty as authorized by the Chief of Police and shall maintain their initial issue uniform as specified above out of this allowance. Any unused portion of an officer's clothing allowance will be carried over to the next calendar year in addition to the authorized uniform allowance of that next calendar year, not to exceed a maximum balance of \$900. Balances held as of the date of execution of this Agreement will not be forfeited and will be available for use. The City will provide the Union a report showing each officer's uniform balance on a semi-annual basis. The annual \$550 clothing allowance will be used for purchases before any balance carried over pursuant to this section shall be used.

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

All items of uniforms, equipment, and clothing, applicable and acceptable to police work, shall be purchased through the regular City purchasing procedures and must have the prior approval of the Chief of Police. Such purchases shall be made by purchase order, with the purchase order issued by the City to the vendor and payment made directly to the vendor. The Chief of Police shall determine appropriate vendors. It shall be the responsibility of the Chief of Police and/or his designated representative to maintain records on the disposition of these items and to approve all purchases.

The Chief of Police shall prescribe the uniform, attire, and equipment of each work unit to include acceptable standards of cleanliness and condition. An employee shall be subject to discipline if the aforementioned conditions are violated.

After the initial issue the bullet-resistant vest will be replaced every five (5) years from the date of actual purchase or on a reasonable replacement basis. Such replacement costs will not be charged to the individual officer's uniform account, subject to a maximum limitation of \$800.00, or the bid price, whichever is lower.

The City shall provide or pay for special uniforms and/or equipment required by the Chief of Police to participate in a special unit. Additional items of uniform or equipment desired by the officer and authorized by the Chief shall be charged to the officer's clothing allowance.

Section 21.3 Duty Weapon - Retirement. Upon retirement with 20 or more years of service to the Piqua Police Department or other qualifying retirement (i.e., disability), or twenty-five (25) total years of service that qualify for retirement as determined by the Ohio Police & Firemen's Pension Fund, the City shall offer to sell the retiring officer, the duty service weapon issued to him, for the sum of \$1.00. Upon retirement with less than 20 years of service to the Piqua Police Department, the City shall offer to sell the retiring officer, the duty service weapon issued to him, for the lower of trade-in or

wholesale value. The officer must also execute an agreement on a form provided by the City indemnifying the City from liability claims which may arise from the employee's ownership and future use of the firearm.

ARTICLE 22. EDUCATIONAL BENEFITS.

Section 22.1. Education Benefits. The City seeks the benefits that derive from a highly educated police force. The City will pay for all tuition, books, and any other related expenses for college level courses applicable to one associates and one bachelors degree only in the areas of Police Science, Police Administration, Criminal Justice, Law Enforcement, Criminology, Public Administration, Business Administration, Behavioral Science, or other courses that directly relate to law enforcement and are approved by the Chief of Police at the time the fees are due, subject to a limitation of \$2,500 per officer in any one calendar year. The course of instruction or class is subject to approval by the Chief and the officer must obtain a passing grade. To be eligible for reimbursement, the degree must be earned while employed with the City of Piqua Police Department.

The City will pay for all tuition, books, and any other related expenses for college level courses applicable to one masters degree only in the areas of Police Administration, Public Administration, Business Administration or a similarly related management related program that directly relate to management in law enforcement and are approved by the Chief of Police at the time the fees are due, subject to a limitation of \$2,500 per officer in any one calendar year. The course of instruction or class is subject to approval by the Chief and the officer must obtain a minimum of a "C" or better as defined by the specific educational institution's standards or a "pass" in a pass/fail class. To be eligible for reimbursement, the degree must be earned while employed with the City of Piqua Police Department. No doctoral programs are qualified for reimbursement by the City.

Once an officer has attained a degree at each level, even if not paid for by the City, the City is no longer obligated to pay for progress towards an additional degree at the same level.

The officer may submit a list and approximate cost of those courses he desires to enroll in by September 30th of the year prior to that enrollment. The City of Piqua will budget a minimum of \$7,500 per year for educational benefits for police officers in the bargaining unit. The Chief of Police may, at his option, either pro-rate the total amount available among all those making requests or allocate the amount available among those officers requesting courses to those courses which are most applicable to the officers' duties. If a portion of this budget is reserved for an officer who does not attend or pass the approved course or class, the Chief may apply that amount to another officer attending an approved course or class, up to the specified per officer maximum amount. The officer shall provide a written memo to the Police Chief no later than June 30th indicating that he intends to continue to use the funds requested within the calendar year. Failure to provide such memo shall cause the use of the funds to be forfeited and made available for another officer.

Section 22.2 Reimbursement of Benefits. The officer must remain with the Piqua Police Department for three (3) years from the date of the completion of the course. Should the officer voluntarily resign from the Piqua Police Department prior to this time limit, or be discharged for just cause, he shall reimburse the City in full except as provided below.

After successful completion of a course of instruction such reimbursement shall be made at a rate of thirty-three and one third (33 1/3) percent write off per year of service after completion of said course of instruction.

After the officer has completed three (3) years of service after completion of the course, he is not required to reimburse the City for tuition, books, or other related expenses paid for by the City. The City will waive an officer's obligation to reimburse the City as part of an agreement between the Union and the City to accept an officer's resignation in place of disciplinary action.

ARTICLE 23. TRAINING

Section 23.1 Need for In-Service Training

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

Section 23.2 Intra-Departmental, In-Service Training and Department Meetings

Any sworn officer required to attend a training session or departmental meeting after required work hours will receive the regular overtime rate of pay. Any officer required to attend meetings or training sessions not continuous with his work schedule or on his regularly scheduled day off will receive scheduled overtime pay. Any scheduled meal periods shall not be compensable.

Section 23.3 In-Service Training at Outside Academies

When an officer is scheduled for training at an outside police academy or seminar, the work schedule of the officer may be adjusted in advance of the training to reflect reasonable travel time to and from the training site. The officer's regularly scheduled work day for training purposes shall not include meal periods, provided that the exclusion of the meal period shall not reduce the regularly scheduled work day below 8 hours. In the event that the officer's actual hours for travel, and classes, exceed the hours scheduled for the officer for that training seminar, the officer will be compensated with regular overtime for those hours in excess of the scheduled hours. Officers will be allowed one compensated round trip per scheduled class week.

In the event the officer is required by the instructor to complete a project or assignment outside the classroom or the actual classroom hours exceed the hours scheduled, the officer may receive scheduled overtime upon written documentation signed by the instructor that the assignment or project was required in order to satisfactorily complete the course. This does not apply to study time. This requires the prior approval of the appropriate Bureau Commander.

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

ARTICLE 24. MILEAGE EXPENSES - PRIVATE VEHICLES

All sworn police officers who are authorized, by the Chief or a Deputy Chief, to use their private vehicles on City business shall be compensated at the prevailing City rate for each mile driven and documented. Such compensation shall include payment for mileage for required court appearances outside of Miami County. The City agrees to furnish the officer with a vehicle for City business whenever available.

ARTICLE 25. SEVERANCE.

An officer who terminates his employment with the City for any reason shall have his termination pay computed in the following manner. He shall be paid for any vacation time earned in the year the officer terminates his employment, and any accumulated vacation, holiday or personal time off up to the maximum accumulation limit. The officer shall also be paid for accumulated sick time up to 1440 hours, at the time of termination at the current hourly rate, with the exception of dismissal for conviction of a felony offense, on the following basis:

8 -15 years of service with the Piqua police department = 1 for 3
16 - 25 years of service with the Piqua police department = 1 for 2
over 25 years of qualified law enforcement service = 1 for 1

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

If the officer dies, is permanently disabled during his employment as a City of Piqua Police Officer, or retires in accordance with the provisions of the Police and Fire Disability Retirement System, he shall receive payment for his full accumulation up to 1440 hours of sick time and all accumulated vacation time at the time of his death or retirement. An officer may designate a beneficiary on a form and in the manner prescribed by the City. The determination to make payments either in a lump sum or on a weekly basis, but at no lesser rate of pay than the officer's weekly rate of pay, will be at the option of the Director of Finance with due regard to the financial status of the City and the immediate needs of the surviving family.

For employees hired after July 3, 2001, unused sick time shall be cumulative up to and including 720 hours for retirement and death benefits, and shall be cumulative up to and including 480 hours upon other termination of employment (except for dismissal for conviction of a felony offense), on the same conversion formula applicable to employees hired before July 3, 2001. Upon retirement, the officer shall also be paid for accumulated sick time, at the current hourly rate, any hours earned above 720 hours up to 1560 hours at the rate of 1 for 3 for a combined total of up to 1000 hours.

ARTICLE 26. GROUP INSURANCE.

Section 26.1 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 \$1,400 if on a family plan and \$700 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 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	\$200	To qualify for reimbursement, the employee must meet two of the three categories.

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.
Physical Fitness Test	\$400 Family \$200 Indiv.	Employee shall pass the physical fitness test under the requirements of the <u>Ohio Peace Officer Basic Training Program Physical Fitness Requirements</u> in effect on the date of execution of this Agreement. To receive reimbursement, the employee shall pass all parts of the test. The test shall be administered by the Department.

The City shall select the carrier for the HDHP annually after consulting with the Insurance Committee. 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 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 bi-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 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 26.2 Life Insurance. The City shall provide and pay the necessary premiums for group life insurance in the amount of \$75,000.

Section 26.3 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 26.4 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.

Section 26.5 Exercise Equipment. In recognizing the City's need and desire for employees to take ownership of their health and participate in reimbursement activities,

the City will contribute up to \$5,000 in 2014 to replacement of weight room equipment. The type of equipment purchased shall be mutually decided upon by the Union and the Chief of Police.

ARTICLE 27. SENIORITY

Section 27.1 Application of Seniority

"Seniority" shall accrue to all employees in accordance with the provisions of this Article. Seniority, as defined in Section 2 of this Article, will apply wherever employee seniority rights are established in the terms and conditions of this Agreement.

Section 27.2 Accrual of Seniority

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

A. No Break in Service

The following situations shall not constitute a break in continuous service:

1. absence while on approved leave of absence;
2. absence while on approved sick leave or disability leave;
3. military leave; and
4. a layoff of eighteen (18) months duration or less.

B. Break in Service

The following situations constitute breaks in continuous service for which seniority is lost:

1. discharge or removal for just cause, when undisputed or upheld by an arbitrator at final appeal;
2. retirement;
3. layoff for more than eighteen (18) months;
4. failure to return to work within fourteen (14) calendar days of a recall from layoff;
5. failure to return to work at the expiration of leave of absence; and,
6. resignation.

ARTICLE 28. LAYOFF AND RECALL

Section 28.1 Layoff

Whenever there is a reduction in the number of officers due to lack of funds, lack of work, or other legitimate reasons, the City Manager shall determine the number to be laid off. Officers shall be laid off at the time and in the number specified by the City Manager in reverse order of their seniority. Part-time and seasonal employees shall be laid off before probationary employees and all probationary employees before permanent employees. The City shall notify the Union before taking such action.

Section 28.2 Recall

When there is a recall, those who have been laid off shall, for a period of time not to exceed thirty-six (36) months or their length of seniority, whichever is less, be eligible to be called back to work in the inverse order of their layoff. No new officers shall be hired until all laid off officers who are eligible for recall have been given the opportunity to return to work.

Section 28.3. Notice of Recall

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

ARTICLE 29. UNION BUSINESS

Section 29.1 Union Representatives

The Union is authorized to select one (1) associate and two (2) alternates to conduct approved Union business for the bargaining unit. The Union shall certify in writing to the City and the Chief of Police the names of the associate and two alternates. These certifications shall be kept current by the Union at all times.

The Union will identify the members of its negotiation team at the time it provides the City with written notice of a desire to renegotiate terms of this agreement. No more than five (5) police officers shall be included on the Union's negotiation team. The associate and the two alternates shall be compensated at their regular rate for their scheduled duty hours during which they attend negotiating sessions for a new contract. They shall not, however, be compensated for time spent beyond their regularly scheduled hours. At the end of the negotiating session, they shall return to their regular assignment if the session ends before the end of their regularly scheduled shift.

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

The associate and the alternates may consult in the assembly area before the start of and at the completion of the day's work. Upon notification to and consent of the supervisor, the associate and the alternates shall be permitted access to work areas at all reasonable times for the purpose of adjusting grievances, assisting in the settlement of disputes, and for the purpose of carrying into effect the provisions and aims of this Agreement, subject to the understanding that work assignments are not interfered with.

The associate and the alternates, upon giving reasonable notice, and upon authorization from the Chief, shall be allowed to use vacation, holiday or personal time off to attend the annual state FOP/OLC conference or FOP/OLC training seminars. All expenses shall be the responsibility of the officer attending the conference or seminar.

Section 29.2 Bulletin Board

The City shall furnish one (1) cork (or other suitable material) bulletin board, at least three feet by five feet (3x5'), in the briefing room of the Police Department for the exclusive use of the officers of the FOP/OLC bargaining unit members of the Police Department. This bulletin board will not be used for official departmental functions and will not be used to post derogatory materials concerning the City. Upon request of the Chief or his designee, the Union shall cause the immediate removal of any material posted in violation of this Article.

Section 29.3 Ballot Boxes

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

Section 29.4 Union Meetings

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

Section 29.5 Non-employee Representative

A representative of the Union shall have access to the City's premises for the purposes of administering this contract with the consent of the City. The City will not unreasonably withhold such consent. The representative must first contact the Chief of Police and make the necessary arrangements for the place and/or the duration of the visit. The representative shall act in accordance with the terms of the consent and shall in no case interfere with any work.

Section 29.6 Contract Copies

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

ARTICLE 30. AMERICANS WITH DISABILITIES ACT AND FAMILY AND MEDICAL LEAVE ACT COMPLIANCE.

Section 30.1 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 31. LABOR/MANAGEMENT MEETINGS.

Section 31.1. Meetings to be Held In the interest of sound labor-management relations, a joint committee, not to exceed six (6), half of whom shall represent the City and half of whom shall represent the Union, may meet from time to time by mutual agreement upon a request by either party to discuss subjects of mutual concern.

Section 31.2. Agenda to be Furnished An agenda will be furnished by the party requesting the meeting at least five (5) working days before the scheduled meeting along with the names of the Union representatives who will be attending. Labor/Management meetings shall not be negotiation sessions to alter or amend the basic agreement.

Matters which may be discussed at such meetings include:

- A. The administration of this Agreement;
- B. Changes made by the City which affect bargaining unit employees;
- C. Grievances which have not been processed beyond the final step of the grievance procedure, when such discussions are mutually agreed to in advance by the parties;
- D. General information of interest to the parties;
- E. Ways to increase productivity and to improve efficiency; and
- F. Safety matters relating to employees.

Section 31.3 Attendance at the Meetings Union representatives attending Labor/Management meetings shall not suffer loss in their regular pay while attending any meetings provided for under this Article which are held during the employee's regular working hours. With the prior approval of the Chief of Police, Union representatives may confer with bargaining unit members in preparation for such meetings without a loss in their regular pay.

ARTICLE 32: TERM OF AGREEMENT

Section 32.1 Effective Dates

The 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 conditions of this Agreement after expiration until a new agreement is signed or the statutory dispute settlement procedures are completed.

Section 32.2 No Contractual Obligations Outside Effective Dates

Notwithstanding anything else in this Agreement, no act, omission, or event occurring before the initial effective date or after the termination of this Agreement shall give rise to any rights or liabilities under this Agreement nor shall it be subject to arbitration.

Section 33.3 Negotiations for a New Contract

If either party desires to modify or amend this Agreement, it shall give notice of such intent per the State Employment Relations Board in SERB rule OAC §4117-9-02 no earlier than one hundred twenty (120) calendar days prior to, nor later than ninety (90) calendar days prior to, the expiration date of this Agreement. Such notice shall be by certified mail. Negotiations between the parties for a successor agreement shall commence no later than thirty (30) days from the date of the notice to negotiate. Both parties shall negotiate in good faith in an earnest effort to complete negotiations and fully conclude a new agreement forty-five (45) days before the termination date.

Signed at Piqua, Ohio this day _____ of _____, 2014.

CITY OF PIQUA, OHIO

FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL, INC.

BY: _____
Gary A. Huff, City Manager

BY: _____
Andrea Johan, Staff Rep.

BY: _____
Stacy M. Wall, Law Director

BY: _____
Jeremy Weber, FOP Rep

BY: _____
Elaine G. Barton, HR Director

BY: _____
Brian George, FOP Rep

BY: _____
Cynthia A. Holtzapple, Finance Director

BY: _____
Bruce A. Jamison, Chief of Police

RESOLUTION NO. R-9-14

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

WHEREAS, the City of Piqua and the Fraternal Order of Police (Civilians), Ohio Labor Council, Inc. (FOP) have negotiated a tentative a collective bargaining agreement effective January 1, 2014 through December 31, 2016.

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 Fraternal Order of Police, Ohio Labor Council, Inc. (FOP) for the civilians 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

CITY OF PIQUA, OHIO

AND

FRATERNAL ORDER OF POLICE (CIVILIANS),
OHIO LABOR COUNCIL, INC.

JANUARY 1, 2014 THROUGH DECEMBER 31, 2016

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PREAMBLE

This Agreement is between the City of Piqua, Ohio (the City) and the Fraternal Order of Police, Ohio Labor Council, Inc. (the Union) to establish the wages, hours, and terms and conditions of employment between the parties.

ARTICLE 1. RECOGNITION AND UNION SECURITY

Section 1.1 Recognition

The City recognizes the Union as the exclusive bargaining representative for all full-time and part-time employees in the positions of secretaries, senior police records clerk, police records clerk and police service aides, as certified in case number 08-REP-07-0109 on December 24, 2008, by the State Employment Relations Board. The bargaining unit specifically excludes all other employees. This Article 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 Article.

Section 1.2 Change in Status

Prior to changing any of the full-time positions in this bargaining unit, that at the time of the certification of this unit were held by full-time employees, to part-time positions the City will notify the Union and meet with the Union at the Union's request to discuss the effects of such change. If modification of the agreement is necessary, the parties will execute a written memorialization of those changes.

ARTICLE 2. DUES AND FAIR SHARE FEE

Section 2.1 Union Dues to be Deducted

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

Section 2.2 Authorization for Deduction

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

Section 2.3 Dues to be Remitted

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

Section 2.4 Indemnification

The parties agree that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union dues and fees. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 2.5 Relief from Making Deduction

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

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

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

Section 2.6 Fair Share Fee

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

Section 2.7 Notification of Dues and Fair Share Fee Amounts

The Union shall notify the Employer of the amount of its Union dues and fair

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

Section 2.8 Errors in Deductions

The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

ARTICLE 3. MANAGEMENT RIGHTS

- A. The City reserves and retains the right to direct, manage and control the affairs of the City and its employees, except to the extent this Agreement specifically provides to the contrary.
- B. This includes, but is not limited to:
 - 1. the exercise of all functions of government granted to the City by the constitution and the statutes of the State of Ohio and the Charter of the City of Piqua;
 - 2. the securing of revenues of the City;
 - 3. the determination from time to time as to what services the City shall perform;
 - 4. the establishment or continuation of policies, practices, or procedures for the conduct of its affairs and from time to time, the change or abolition of such practices or procedures;
 - 5. the purchasing and maintaining of adequate and safe equipment;
 - 6. the determination of the tools, equipment, machinery, and methods to be used;
 - 7. the selection, transfer, assignment and layoff of employees;
 - 8. the termination of probationary employees, and the termination for just cause of other employees;
 - 9. making, amending, and enforcing reasonable work rules and regulations;

10. the determination of the number of hours per day or other period any operation may be carried on, and the times for the performance of such operations;
11. the determination of the starting and stopping times for each job and shift;
12. the selection and determination of the number and the types of employees required;
13. the establishment of training programs and upgrading requirements for employees;
14. the establishment and the changing of work schedules and assignments;
15. establishing and changing job content;
16. determining what jobs are to be created, retained or discontinued and how they are to be filled;
17. the determination of the size and composition of the work force; and
18. taking such other measures that the City or its management may determine to be necessary for the orderly and efficient operation of the work force.

The City retains all rights except to the extent this Agreement specifically and expressly provides to the contrary. The City may exercise these rights, and any other management rights granted by this Agreement or by Section 4117.08 of the Ohio Revised Code without prior consultation with the Union.

- C. Should the City fail to exercise any of its rights, or exercise them in a particular way, it shall not be deemed to have waived such rights or to be precluded from exercising them in some other way.
- D. This Article and any other provision in this Agreement granting management rights are in addition to the rights of management set forth in Section 4117.08 of the Ohio Revised Code.

ARTICLE 4. NO STRIKE - NO LOCKOUT

Section 4.1 No Strike by Union

During the life of this Agreement, the Union shall not cause, authorize, sanction or condone, nor shall any member of the Union take part in, any strike, sit-down, stay-in, slow-down, work stoppage, curtailment of work, concerted use of paid leave time, restriction of work, or interference with the operations of the Police Department or City of any kind for any reason, including a labor dispute between

the City and any other labor organization.

The Union shall not cause, authorize, sanction or condone, nor shall any member of the Union take part in, any picketing of the Police Department or City's buildings, offices, or premises because of a labor dispute with the City.

Section 4.2 Union to Take Affirmative Action to Stop

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

Section 4.3 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 5. COOPERATION, AND CONTACT

Section 5.1 Cooperation

The City, the Union, and each employee covered by this Agreement will cooperate fully to maintain the highest levels of efficiency in serving the public, to perform services promptly, to maintain the highest professional and ethical standards, and to protect the property of the City, employees, and all other persons.

Section 5.2 Contact

All employees covered by this Agreement shall maintain a telephone for contact from the police department in addition to any department supplied telephone. Employees who maintain a non-local telephone number shall accept and pay for all telephone calls from the police department.

ARTICLE 6. NON-DISCRIMINATION

Section 6.1 Employer Pledge

The City shall abide by all applicable laws, state and federal, prohibiting discrimination on account of race, color, national origin, religion, creed, sex, handicap, disability, age or any other applicable law prohibiting discrimination or

retaliation in employment.

ARTICLE 7. DISCIPLINE, RECORDS AND INVESTIGATIONS

Section 7.1 Just Cause

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

Section 7.2 Probationary Employees

All newly hired employees shall serve a probationary period. The City has the right to terminate or layoff probationary employees for any reason, except to the extent provided otherwise in Article 7, Section 3. Such action shall not be subject to the grievance procedure or arbitration, or to any recourse under this Agreement.

Section 7.3 Forms of Discipline

Forms of disciplinary action are:

- A. Written reprimand
- B. Suspension without pay
- C. Forfeiture of accrued paid leave (in place of suspension, by mutual agreement of the Chief of Police and the employee)
- D. Discharge from employment

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

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

Section 7.4 Retention of Disciplinary Records

Disciplinary records shall be maintained by the Employer, but shall cease to have force and effect and shall not be used to increase the severity of the penalty in any pending action according to the following schedule of time limits:

- A. Written reprimand - after 1 year
- B. Suspension of less than 40 hours - after 2 years
- C. Suspension of 40 hours or more - after 3 years

Section 7.5 Personnel Files

An employee may review his own personnel records at any reasonable time

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

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

Section 7.6 Investigations

The City and the Union recognize the need for a process whereby management can effectively maintain the honesty and integrity of the organization through a discipline process that is not so complex and vague in its wording that it is unenforceable and yet maintains just protection, dignity and generally recognized rights of the employee.

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

- A. Employees shall be informed of the general nature of an incident prior to any interrogation and shall be informed whether the investigation focuses upon the filing of criminal charges or internal discipline.
- B. In cases of internal discipline, before an employee may be charged with insubordination for failure to answer questions or for failure to participate in an investigation, he shall be advised that such conduct, if continued, shall constitute the basis for such a charge.
- C. In cases where criminal charges may result, an employee shall be advised of his rights according to law.
- D. During interrogations where suspension, discharge or the filing of criminal charges is likely to occur, the employee shall be notified of his right to have a representative present. The representative may be a Union representative or an attorney of his own choosing and at his own expense. If the employee desires to have a representative present, he shall be given reasonable opportunity to consult with the representative before the interrogation begins.
- E. Management shall have the right to require employees to submit written reports of incidents under investigation. However, the employee shall retain the right to simultaneously submit to the

Union a copy of such report. Should such a report submitted show that the employee has committed a crime, said report may not be used in any criminal proceeding against the employee. The report may be used by the City or the Union in taking action or defending said employee with respect to discharge or discipline.

- F. A copy of any tapes (audio or video) or transcripts made of discipline hearings held before the Chief of Police, HR Director or City Manager shall be made available to the Union upon request for the purpose of defending an employee in the case of discipline or discharge.
- G. An employee who has been the subject of an investigation shall be informed, in writing, of the outcome at the conclusion of the investigation. The City shall conduct all internal investigations in an expeditious manner, consistent with recognized investigative techniques, and shall not engage in unwarranted delays. The employee under investigation shall have the right to approach the City directly or through his representative to ascertain the status of the investigation.
- H. The first principle in any internal investigation is the Department's duty to the public, the second is the duty to provide fair procedures to any employee involved. Any failure of the City to comply with this Article shall not invalidate any disciplinary action or make any evidence inadmissible. Those restrictions are covered by federal law.

Section 7.7 Discipline

Prior to an employee being suspended, or discharged, the City shall conduct a pre-disciplinary hearing with either the Chief of Police or Deputy Police Chief. However, pending the pre-disciplinary hearing in situations involving a serious violation, the Employer has the right to suspend an employee with pay (also referred to as placing the employee on administrative leave) until the pre-disciplinary hearing is held.

Notice of pre-disciplinary hearing shall be given to the effected employee no less than forty-eight (48) hours in advance of the time set for the conference. Said notice shall be in writing and shall be given personally to the effected employee.

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

1. appear at the conference to present an oral or written statement in his defense; or
2. appear at the conference and with his Union representative or

attorney of his choosing (and at his own expense) who will present an oral or written statement in defense of the employee; or

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

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

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

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

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

This Section shall not be interpreted to require a pre-disciplinary hearing or any of the other procedures specified by this Section in cases of disciplinary action based on an employee's arrest or conviction for a felony offense. If the arrest is followed by acquittal or dismissal of charges, and the Department intends to impose further discipline, the Department will conduct a pre-disciplinary hearing in accordance with this section no less than two (2) weeks of the acquittal or dismissal.

Section 7.8 Press Releases

There shall be no press releases regarding the employee under investigation or about whom a pre-disciplinary hearing was conducted until the investigation is completed and the employee is either charged or cleared and/or notified or reasonable attempt at notification has been made of the result of the pre-disciplinary hearing.

ARTICLE 8 GRIEVANCE AND ARBITRATION

Section 8.1 Definition

A grievance is a claim that the City has violated or misinterpreted this Agreement. The City can answer and process a grievance in accordance with the terms of this Article without waiving the City's right to challenge the validity or arbitrability of the grievance. All time limits for processing grievances shall be calendar days; however, if a time limit is less than seven days, Saturdays, Sundays and holidays shall not be included.

Section 8.2 Procedure

All grievances shall be handled exclusively as set forth in this Article. Any settlement reached at any step in accordance with 4117.03(A)(5) shall be final and binding on the grievant, the City, and the Union. If a grievance is not filed or appealed on time, it shall be considered dropped. If the City does not answer on time, the grievant, at his option, may elect to have the matter considered at the next step without delay. All time limits may be extended by mutual agreement of the City, the grievant and the Union. An employee may withdraw any grievance at any point by submitting in writing a statement to that effect to the Employer and the Union, or by permitting the time requirements at any step to lapse without further appeal.

Section 8.3 Grievance Procedure

The City and the Union shall cooperate to provide for the prompt adjustment of grievances in a fair and reasonable manner, with a minimum of interruption of work schedules. Every reasonable effort shall be made by both the City and the Union to resolve grievances at the earliest step possible. To carry this out, the procedure below shall be followed. However the Union, the grievant and the Employer may, in writing mutually agree to skip any step or steps. A discharge grievance shall be started at Step 3, and a suspension grievance at Step 2, but with the same time limits and written requirements as for Step 1. All other disciplinary grievance will start below.

Informal Step Immediate Supervisor (Verbal)

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

Step 1. Chief of Police (Written)

If the grievance is not resolved at the informal step, in order for a grievance to be arbitrable the aggrieved employee must present his signed written grievance—to the Chief of Police (or the person he has designated in

writing to take his place in the grievance procedure) within seven (7) calendar days of the occurrence of the incident giving rise to the grievance. This may be extended to seven (7) calendar days after the employee became aware of the incident, or, if earlier, the date the employee should have become aware of it, using reasonable diligence, but in no case may a grievance be filed more than thirty (30) days after the occurrence. The Chief of Police (or designate) shall schedule a meeting with the grievant and his representatives, if any, within seven (7) calendar days after receipt of the grievance. The Chief of Police (or designate) shall investigate and respond in writing to the grievance within seven (7) calendar days following the meeting. The seven (7) calendar days for holding a meeting and/or providing the written response may be extended by mutual agreement of the grievant, his representative and the City.

Step 2. City Manager

If the grievance remains unsettled, the employee must, if he wishes to proceed further, appeal it in writing, signed, to the City Manager (or the person designated in writing for these purposes) within ten (10) calendar days after the Chief's response. The City Manager or his designee shall schedule a meeting between the parties within twenty-one (21) days. The City Manager (or designee) shall have fourteen (14) calendar days following the meeting in which to give his written response to the grievant and his representative.

A hearing by the City Manager may be waived by the Union in the case of a termination where the City Manager made the decision to terminate the employment.

Step 3. Arbitration

If the grievance is not settled in step 2, the Union may then appeal the decision to arbitration. To do so, the Union will notify the City Manager of its intent to arbitrate within fifteen (15) calendar days of the answer of the City Manager. Either the City or the Union may then request the appointment of an arbitrator by either the Federal Mediation and Conciliation Service (FMCS) the Arbitration Mediation Service from Cincinnati, Ohio pursuant their respective rules. The parties will mutually agree on the service to be used and if they cannot agree, the party requesting arbitration selects the service.

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

The arbitrator shall have no power to add to, subtract from, or modify the Agreement in any way, but shall instead be limited to the application of the terms of this Agreement in determining the dispute. The arbitrator shall also have no

power to determine any jurisdictional disputes between employees covered by the Agreement and employees outside the coverage of the Agreement, and shall have no power to rule on anything that happens before the initial effective date of this Agreement or after the termination date of this Agreement. The arbitrator shall promptly hear the matter and shall render his decision within thirty (30) days from the arbitration hearing. His decision shall be final and binding upon the parties to this Agreement.

This grievance and arbitration procedure shall be the sole and exclusive remedy for all claimed violations of this Agreement and shall be in lieu of all rights under civil service rules.

Each party shall pay one-half (1/2) of any docket fee and of the cost of the arbitrator, but each party shall bear its own expenses.

Section 8.4 Multiple Grievances

No more than one grievance shall be placed before an arbitrator at any one hearing and in no instance shall there be multiple (two or more) grievances heard by any arbitrator unless the City and the Union agree to waive this Section.

Section 8.5 Content

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

- A. Aggrieved 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 the Agreement violated.
- H. Desired remedy to resolve grievance.

Section 8.6 Who May Bring a Grievance

A. Individual

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

B. Class

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

C. Union

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

Section 8.7 Attendance at Grievance Step Meetings

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

Section 8.8 Issues Not Grievable

Where the alleged grievance is of a nature that it qualifies for appeal under the rules of a state or federal administrative agency such as, but not limited to the Equal Employment Opportunity Commission (EEOC), the Ohio Civil Rights Commission (OCRC) or the Department of Labor (DOL), the aggrieved employee shall utilize the appeal procedure in accordance with the rules of that governing agency rather than filing a grievance pursuant to the terms of this article.

Nothing in this grievance article shall deny bargaining unit members any rights available at law to achieve redress of their legal rights. However, once a bargaining unit member chooses to seek a remedy from another governing body or any other body that takes jurisdiction, he is thereafter denied the remedy of the Grievance Procedure provided herein.

ARTICLE 9. LEAVE OF ABSENCE

Section 9.1 Leave May be Granted Temporary leave of absence, with or without pay, for training purposes or for any other objective related to the employee's work may be granted and renewed by the City Manager for such periods as the City Manager may consider justifiable within the limitations of the budget.

Section 9.2 Leave Without Pay Personal leave of absence without pay may be granted by the City Manager for periods of time not to exceed one year for any other reason that the City Manager may consider to be to the benefit of the City, including, but not limited to, leaves of absence for military duties, and for illness or disability not caused by the actual performance of official duties where the employee has exhausted accumulated sick leave benefits. Any such leave so granted may be extended or renewed for additional periods of time not to exceed one year for each extension. The City may require a medical

examination by a physician designated by the City, under the procedure described in Article 18, Section 4 as a condition for reinstatement.

Section 9.3 Leave Accrual while on Unpaid Leave An employee on a leave of absence without pay shall not earn sick leave or vacation during the period of the leave of absence. An employee on a leave of absence without pay shall not receive pay for a holiday that falls during the period of the leave of absence.

Section 9.4 Funeral Leave An employee shall be paid for eight hours for each day lost at the regular rate due to absence caused by death in an employee's immediate family. Three (3) days shall be allowed under this Section for immediate family members. Immediate family means: spouse, parent (natural, step or in-law), child (natural, step, adopted or foster), grandparent, grandchild, brother or sister (natural, step, or in-law). Other relatives living in the same household as the employee shall be considered as immediate family. One day will be granted for attendance at a funeral of the following relatives: aunt, uncle, niece, and nephew.

Proof of death and relationship of the deceased to the employee may be required before payment of funeral leave.

Section 9.5 Jury Pay An employee required to serve on a jury during his/her working hours before a court empowered by law to require such service, shall be excused from duty for the time required for such service and must report for duty whenever released from jury service. The employee shall be paid the difference between jury pay and the regular hourly rate of pay. Employees must present proof of the amount of jury pay received before pay for the hours absent is granted.

Section 9.6 Military Service Employees who enter the military services of the United States will be afforded all rights applicable by law.

Section 9.7 Pregnancy Leave Pregnancy leave shall be governed by the applicable leave provisions of this Agreement. An illness due to pregnancy will be treated as any other illness.

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 10.1 Use of Alcohol and Drugs

- A. Employees shall not possess, sell or use alcohol or controlled substances while on the job, including meal periods.
- B. Employees shall not work or report to work under the influence of

alcohol or controlled substances, except as provided in subparagraph C or D below.

- C. Employees must report to their supervisors when they are experiencing a reaction to a prescription or over-the-counter drug which may affect their ability to do their job.
- D. Employees called into work due to manpower shortage, emergency or other similar incident will report to the supervisor on duty any usage of alcohol.
- E. If an employee is called into work after consuming alcohol or is reporting to work when experiencing a reaction to a prescription or over-the-counter drug which may affect his ability to do his job, the on-duty supervisor will make a determination as to fitness for duty. No drug test will be administered if subparagraph C or D applies. The on-duty supervisor will fill out and retain a form documenting his determination, with a copy to be filed with the Chief.

Section 10.2 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 10.3 Testing Procedure

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

Reasonable suspicion may be based upon, but is not limited to, unexplained and excessive absence, a reliable report, reporting to work with the odor of alcohol or marijuana on an employee, unusual behavior such as slurred speech or lack of coordination, the unauthorized possession of drug paraphernalia, or involvement in

an on-duty accident or other on-duty incident which results in serious physical harm

B. Upon request, the Chief of Police shall identify to the employee and his representative the basis for reasonable suspicion. The Chief of Police may withhold the names of persons who have provided information if the Chief of Police identifies facts and circumstances which independently 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 immediately to a requested drug or alcohol test will be considered insubordination and will subject the employee to disciplinary action.

D. All test samples will be given at a licensed medical facility or doctor's office selected by the City, sealed and properly identified. Testing will be conducted by a certified laboratory, and the test results will be considered a confidential medical record not subject to public disclosure. Results will be distributed to the City and the employee only. Positive drug screens results will be confirmed by gas chromatography/mass spectrometry (GC/MS). Drugs being screened may include any controlled substance contained in Schedules I through V of Section 202 of the Controlled Substance Act, Section 21 U.S.C. 812, or as defined in O.R.C. 3719.01.

E. At any time prior to providing a sample of blood or urine, the employee will have the right to confer with an attorney or union representative as long as this does not result in an unreasonable delay in performing the test. To the extent possible, the sample must be provided within a 2 hour period after reasonable suspicion has been determined.

F. The employee shall be advised that the test is being required for administrative, internal police department purposes only and will not be used as part of a criminal investigation.

G. Employees will provide a minimum of three samples of blood or urine to be tested. One sample will be sent to the lab of the City's choosing. One other sample, at the employee's choice, will be sent to a lab of the employee's choosing, or the sample will be preserved in the proper manner to be tested in the case of positive results on the first sample. The third sample will be preserved in the proper manner to be tested by a different lab selected by the City if the results of the City's and employee's first test are in conflict. If this is the case, the results of

the third test shall be controlling.

Section 10.4 Rehabilitation and Counseling

A. An employee who tests positive for drugs or alcohol under this Article shall be given one opportunity for rehabilitation before disciplinary action is taken, provided that the employee's only rule violation is working or reporting to work under the influence of alcohol or controlled substances. An employee who violates any other rule under this Article shall be subject to disciplinary action, which may include discharge, for the first offense.

B. A positive drug or alcohol test, or a drug or alcohol problem, shall not excuse or mitigate any other misconduct (e.g., insubordination or dishonesty). The City shall respond to such misconduct by applying the same principles of disciplinary action as it would apply to an employee who had no positive test result and no drug or alcohol problem.

C. An employee who is entitled to an opportunity for rehabilitation under this Article will be relieved from duty immediately and placed on paid accrued sick leave. This sick leave may be conditioned upon receipt of reports that the employee is cooperating and making reasonable progress in the treatment program.

D. Within forty-five (45) days of entering the treatment program the employee must provide satisfactory medical evidence that he has completed the program and is fit to return to work and must pass another drug/alcohol screen. This time limit can be extended only based on medical or scientific evidence that a longer time is justified. However, no period longer than six (6) months total from the date of the original positive test will be permitted. Failure to meet these conditions will result in termination of employment. Accrued sick leave up to a maximum of sixty (60) calendar days and accrued vacation may be used for this leave, otherwise this leave will be unpaid.

E. The treatment program must be provided by a facility accredited by the Joint Commission on the Accreditation of Hospitals and/or licensed through an appropriate state agency.

F. Any employee who successfully completes a drug/alcohol program as described above and successfully passes a drug screen shall be reinstated to his former position without loss of time in grade.

G. The Chief of Police may require up to two (2) tests of an employee during the six (6) month period after an employee has completed a rehabilitation program. These tests need not be based upon a reasonable suspicion of drug or alcohol use. If either test is positive, the employee's employment shall be terminated.

Section 10.5 Appeal

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

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.

Where not covered by this Agreement, and where not displaced by this Agreement, all applicable laws and provisions, state, local and federal, shall apply. The conduct and grading of promotional examinations, the rating of candidates, the establishment of eligible lists for examinations and the original appointments from eligible lists are not subject to bargaining under this Agreement.

The City Commission shall adopt no ordinances, resolutions or other legislative matters in conflict with this Agreement.

The City, the Union and each employee will cooperate fully to abide by, and will abide by, all applicable laws and regulations prohibiting discrimination on account of race, color, religion, sex, national origin, unionization, age, disability or veteran status. The City may reassign a disabled employee or restructure a disabled employee's job in order to reasonably accommodate the disabled employee. The City shall notify the Union of such reassignment or restructuring in advance of its implementation. Such reassignment or restructuring shall not be overturned in arbitration provided that the arbitrator finds that the reassignment or restructuring was made in good faith for the purpose of meeting the City's obligations under the Americans with Disabilities Act or Ohio Revised Code 4112.

ARTICLE 12. NON-BARGAINING UNIT JOB DUTIES

Section 12.1 Assignment of Duties. The City may assign non-bargaining unit duties to bargaining unit employees without prejudice to the City's right to later exercise its management rights and remove those non-bargaining unit job duties from the bargaining unit employees. Such removal of non-bargaining unit job duties is not grievable.

Section 12.2 Non-bargaining unit personnel. Jobs covered by this Agreement shall be performed by bargaining unit members except in circumstances of light duty, a non-bargaining unit member may be assigned for

the period of light duty. The assignment of a non-bargaining unit member to light duty of a job duty covered by the bargaining unit is not grievable.

Section 12.3 Overtime. It is management's decision and discretion whether there is overtime. However, if overtime is needed for a bargaining unit job, the bargaining unit member who's job duty the overtime shall fall under shall be offered the overtime first before the overtime is offered to any other employee or assigned to a volunteer.

Events, including but not limited to, parades, car shows, the Fourth of July celebration, the Heritage Festival and all other special events, are not mandatory overtime events and may be assigned to volunteers at the discretion of the Police Chief.

ARTICLE 13. HOURS OF WORK AND OVERTIME

Section 13.1 Work Week and Pay Period: The standard work period for full-time employees shall be forty (40) hours per week with a non-paid lunch period each work day. Determination of starting and quitting times shall be made by the City and schedules may be changed by the City from time to time to suit varying conditions of the department.

Before any change is made to the work period as described above, the City will give the Union at least thirty (30) days notice of the proposed change. Once notified, and at the Union's request, the City will meet with the Union to discuss the effects of the change on bargaining unit members.

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

Section 13.2 Overtime: When an employee is required to work beyond the end of his regularly scheduled hours or is required to work at a time other than his regularly scheduled hours that has not been approved as flex time, with the approval of the Police Chief or designee, such employee shall be compensated for the actual additional time worked at time and one-half (1 ½) his regular rate of pay, for each six (6) minute interval worked (calculated and paid to the nearest [1/10th] hour). There shall be no pyramiding of overtime.

Section 13.3 Flextime: A flextime schedule is defined as a schedule as approved by the City Manager or his designee under which the employee works a schedule different from the traditional eight hours a day, five days a week schedule.

If flex time is approved, the employee shall not receive overtime pay for hours of work in excess of eight in any one day or in excess of eight consecutive hours worked. Instead, the employee shall receive the employee's regular rate of pay for all hours worked under the flextime schedule up to 40 hours in any week.

The employee shall receive overtime pay at time and one-half the employee's regular rate for all hours worked in excess of 40 straight time hours in any week.

ARTICLE 14. WAGES

Section 14.1 Wage Rates: The hourly wage rates applicable to positions covered by this Agreement shall be increased by 2% effective January 1, 2014, shall be increased by 2% on January 1, 2015 and 2% on January 1, 2016.

Section 14.2 Steps: Each of the various pay ranges in the Appendix shall be divided into six steps, A through F. The time in grade for each step before the employee is eligible for a step increase is one year.

When an employee is permanently transferred to a job with equal or lower pay, he/she shall start in the new classification at the step which will provide an equal hourly rate or the least hourly reduction possible.

When an employee is permanently transferred to a job with higher pay, he/she shall start in the new classification at the step which will provide the smallest possible full step increase.

When there is a layoff and an employee bumps into another job with equal or lower pay, he/she shall start in the new classification at the step which will provide an equal hourly rate or the least hourly reduction possible.

When there is a call-back, an employee recalled to a previously held position will return to his/her previous step in that classification.

Section 14.3 Part-time employees Part-time employees will be paid the wage rate set forth in the Appendix at Step A for the applicable classification. Part-time employees will remain at Step A for the life of the Agreement.

Section 14.4 Step increases Step increases will be given as provided by applicable City ordinance or personnel regulations. Each employee's performance will be rated by his/her supervisor prior to the anniversary date the employee is eligible, by time in classification, for consideration for a step increase. An employee must receive a rating of satisfactory or better to receive a step increase. These ratings will serve not only for step increases, but also for placing probationary employees into permanent status and for promoting or transferring employees into new classifications. Employees at the top step will have their performance rated by their supervisor annually.

An employee who receives a rating of less than satisfactory may request reevaluation after 90 days from the date of the previous performance rating.

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. If an employee receives two

consecutive unsatisfactory ratings, the employee is subject to demotion or discharge.

ARTICLE 15. HOLIDAYS AND PERSONAL LEAVE

Section 15.1 Holidays to be Observed The following are recognized as holidays under this Agreement: New Year's Day, Martin Luther King's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, the day before Christmas and Christmas Day.

Section 15.2 Holidays Falling on Saturday or Sunday If a holiday falls on a Saturday, the preceding Friday will be observed as a holiday. If a holiday falls on a Sunday, the following Monday shall be observed as a holiday. For purposes of this Article, employees who work other than a normal schedule will have their first day off treated as Saturday and their second day off treated as Sunday.

Section 15.3 Payment for Holiday In order for a full-time employee to receive pay for the holiday, the employee must work the employee's scheduled shift immediately before and immediately after the holiday. Full-time employees on vacation, approved sick leave, personal leave or leave of absence with pay (including paid funeral leave), shall be considered as working their regular scheduled days for purposes of this Article. Part-time employees shall not receive pay for a holiday.

Section 15.4 Payment for Working on a Holiday Eligible employees who are not scheduled to work on a designated holiday shall be paid eight hours work at applicable straight time. Eligible employees who work on a designated holiday shall be paid their holiday pay, plus one and one-half their regular rate of pay for all hours actually worked.

Section 15.5 Personal Leave Days Employees will be credited with five (5) personal leave days effective January 1st of each year. Employees with less than one year's service with the City on January 1st will receive a pro-rated amount of personal leave. Personal leave days may be taken only on a day mutually agreeable to the employee and the employee's supervisor. Personal leave may be taken from January 1 to December 31, provided that seniority vacation requests made under Article 16 (Vacation), Section 3 shall have priority over and shall supersede previously scheduled personal leave days. Personal leave days not taken by December 31st will be forfeited. The City's consent will not be unreasonably withheld. The City shall give the employee a copy of the employee's denial or approval of request forms for use of personal leave days within five (5) working days. Part-time employees shall not receive personal days.

ARTICLE 16. VACATIONS

Section 16.1 Vacation and vacation pay shall be granted to all full time employees who have completed at least one full year of service on the following

basis: 10 days after the first full year of service, 15 days after eight years of continuous service, 20 days after 15 years continuous service, and 25 days after 25 years of continuous service. In addition, any employee who has accumulated in excess of 60 sick leave days at the termination of his regular vacation may convert sick days to vacation days as described in Article 17 (Sick Leave), Section 4. No employee shall receive more than six (6) week's vacation credit in one year.

Employees hired after the date of execution of this agreement shall be eligible for vacation on the following basis: 10 days after the first full year of service, 15 days after eight years of continuous service, 20 days after 15 years or more of continuous service

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 16.2 Vacations must be scheduled in advance with the employee's supervisor. The vacation period for each employee will begin on the first anniversary date of employment. Vacation credits will be granted on a monthly basis and can be used at any time before the employee's next anniversary date. Vacation credits cannot be carried over from one anniversary date to the next.

Section 16.3 Vacation leave requests shall be granted on a first-come, first-served basis, so long as the request meets the operational requirements of the Department.

Requests to change vacation will be considered only if at least one weeks' notice is given and will be granted as scheduling permits, consistent with efficient operations. In cases of conflict, the first to apply shall have first choice. The supervisor may waive the requirement of one week's notice, but such waiver is solely at the supervisor's discretion and an employee whose request for a waiver is rejected has no recourse to the grievance procedure.

Section 16.4 In the case of retirement, resignation, disability, dismissal or death, vacation credit will be prorated according to the terms listed below:

Employees entitled to two weeks shall be paid .8333 days for each full month worked beyond his/her anniversary date.

Employees entitled to three weeks shall be paid 1.25 days for each full month worked beyond his/her anniversary date.

Employees entitled to four weeks shall be paid 1.6667 days for each full month worked beyond his/her anniversary date.

Employees entitled to five weeks shall be paid 2.0833 days for each full month worked beyond his/her anniversary date.

Section 16.5 The City Manager may permit an employee to accumulate and carry over two (2) weeks vacation leave to the following anniversary year.

Section 16.6 An employee who is entitled to vacation of three or more weeks may convert up to one hundred twenty (120) hours per year to cash in place of time off if the employee notifies the City at least two weeks before the employee wishes the payment and no later than November 15th of each calendar year.

Section 16.7 An employee hired after execution of this agreement, who is entitled to vacation of three or more weeks may convert up to forty (40) hours per year to cash in place of time off if the employee notifies the City at least two weeks before the employee wishes the payment.

ARTICLE 17. SICK LEAVE

Section 17.1 Full time employees shall earn and accumulate sick leave credits on the basis of a maximum of one and one-quarter (1 ¼) days (10 hours) for each completed month of service. Regular part-time employees and full-time employees who receive pay for less than a full month shall earn and accumulate sick leave credits for each completed month of service pro-rated in accordance with their paid hours for that month. Credit shall be accumulated by employees on extended sick leave only if there is an intention to and a reasonable expectation of a return to work. Unused sick leave shall be accumulated up to 1440 hours for sick leave purposes. Accumulated sick leave may not be converted except as specified in this Article or the Severance Article.

Section 17.2 Use of Sick Leave: Sick leave may be used for absence due to illness, injury, treatment of illness or injury, an employee's enforced quarantine due to exposure to a contagious disease and, where it reasonably necessitates the employee's absence, for illness or injury in employee's immediate family. Immediate family means spouse, parent (natural, step or in-law), children (natural or step), or other relative living in the employee's household. Sick leave will not be granted while an employee is on vacation unless proof of illness or injury is submitted. A reasonable amount of time for traveling to and from the site where an illness or injury is treated will be considered as sick leave.

Section 17.3 Approval of Sick Pay: The City reserves the right to require the employee to complete an absence slip and turn it into the immediate supervisor for approval before sick leave pay is granted. In the case of an absence of three consecutive days or more, medical documentation must be submitted along with the form. The City also reserves the right to require a medical examination by a physician designated and paid for by the City as a condition for granting sick leave pay. Probationary employees must work a minimum of thirty calendar days before sick leave can be granted. The Union agrees to support the City in its efforts to control the misuse of sick leave.

With the City Manager's approval, any employee in cases of hardship with full intentions and a reasonable expectation of staying as a City employee, may be advanced sick leave up to one year's credit (120 hours) when needed and requested. Accumulated sick leave, vacation and personal days must be taken before an advancement of sick leave will be made. If the employee's employment terminates before the 120 hours or time advanced is earned, the employee must pay back in cash the unearned time to the City within six months of termination of employment except where the termination of employment is due to death or termination by the City.

Section 17.4 Conversion to Cash or Vacation: Employees may convert up to a maximum of 40 hours in excess of 480 hours accumulated sick leave to cash or vacation once during any calendar year with a 30 day advance notice but no later than November 15th. This conversion will be on the basis of one day of cash or vacation for one day of sick leave.

It is agreed that sick leave which can be converted to cash is sick leave which was earned in years prior to the year in which the conversions occur.

Section 17.5 Sick Leave Donation:

All available time (sick time, personal and vacation time) is to be exhausted before being eligible to receive donations of sick time.

The recipient will receive donated hours on an as required, hourly basis only.

The hours donated but not used remain with the donor. The maximum number of hours donated per employee is forty (40). Employees with a minimum of 480 hours accumulated sick leave may be allowed to donate in excess of forty (40) hours with the approval of the City Manager.

The hours donated will be kept on an equity basis i.e., the number of hours credited will be based upon donor and recipient pay rate conversions to hours.

Hours donated will be used in the order in which they are received.

ARTICLE 18. INJURY PAY

Section 18.1 If an employee suffers a compensable injury during the course of employment with the City while performing an assigned task, the City will pay the employee's normal weekly wage for up to 26 weeks following the date of injury. Such payments shall take the place of the employee's receipt of temporary total disability payments for the period of time during which injury pay is provided. If a Worker's Compensation check for temporary total disability is issued, the employee must endorse his Workers' Compensation check over to the City in order to receive injury pay for the period of time covered by the Worker's Compensation check.

Section 18.2 An employee who suffers a compensable injury during the course of employment with the City while performing an assigned task, will be paid his/her wages while receiving medical treatment on the day of injury, but the total payment for time worked and medical treatment shall not exceed eight hours.

Section 18.3 The City may require an employee to perform duties within the limitations of such injury during the period of the compensable injury. The City and the Union agree to support a transitional work program to help injured workers return to their regular job duties by temporarily providing more limited job duties consistent with the medical restrictions resulting from the allowed conditions in an employee's workers' compensation claim. In order to provide an employee with suitable transitional work, the City may assign the employee to work in a different job classification or department, or to a temporary transitional work job created specifically to accommodate an injured worker's medical restrictions. During the time the City provides transitional work, the City will continue to pay the employee the pay rate applicable to the employee's regular job classification.

Section 18.4 In determining an employee's mental or physical ability to perform work under this Article or under any provision of this Agreement, the City may rely upon medical evidence presented by the employee, or may require the employee to submit to an examination by a physician selected and paid for by the City. If an employee does not agree with the results of the City's examination, he/she may appeal to a third physician agreed upon by the City's physician and the employee's physician. The results of the third physician shall be binding on the City and the employee, and the examination shall be paid half by the City and half by the employee.

ARTICLE 19. UNIFORMS AND EQUIPMENT

Section 19.1 Initial Issue of Uniforms and Equipment

The City shall provide each newly hired employee with the uniforms items listed below as initial issue upon hire. The Chief of Police may determine other necessary uniform, clothing, and equipment items, which shall be issued as the new employee's initial uniform issuance at discretion of the Chief, in accordance with IRS regulations, under the authority of the Chief in Article 19, Section 3 to set and prescribe the uniform, equipment, and attire of the Department.

Records Clerks/Secretarys

3 pairs - pants
5 - shirts (combined long and short sleeve)
1 - sweater

Police Service Aide

3 pairs - pants

- 5 - shirts (combined long and short sleeve)
- 1 – sweater
- 1 – jacket
- 1 pair – boots
- 1 – winter hat
- 1 – duty hat
- 1 – duty belt

Section 19.2 Uniform, Clothing and Equipment Allowance

On January 1st of each year, civilian personnel shall be given a \$250 clothing allowance. All employees may purchase uniform clothing and equipment needs for duty as authorized by the Chief of Police and shall maintain their initial issue uniform as specified above out of this allowance. Any unused portion of an employee's clothing allowance up to \$100 will be carried over to the next calendar year in addition to the authorized uniform allowance of that next calendar year, not to exceed a maximum on-going balance of \$350. The City will provide the Union a report showing each employee's uniform balance on a semi-annual basis.

The annual uniform allowance of \$250 commences at the completion of 12 months of service and will be pro rated between the period of the employee's completion of 12 months of service and the next January 1st.

Section 19.3 Employees Uniform, Clothing, and Equipment

All items of uniforms, equipment, and clothing, applicable and acceptable to police work, shall be purchased through the regular City purchasing procedures and must have the prior approval of the Chief of Police. Such purchases shall be made by purchase order, with the purchase order issued by the City to the vendor and payment made directly to the vendor. The Chief of Police shall determine appropriate vendors. It shall be the responsibility of the Chief of Police and/or his designated representative to maintain records on the disposition of these items and to approve all purchases including determining the need for replacement.

The Chief of Police shall prescribe the uniform, attire, and equipment of each work unit to include acceptable standards of cleanliness and condition. An employee shall be subject to discipline if the aforementioned conditions are violated.

The City shall provide or pay for any special uniforms and/or equipment required by the Chief of Police. Additional items of uniform or equipment desired by the employee and authorized by the Chief shall be charged to the employee's clothing allowance. Bullet resistant vests provided to the Police Service Aide, who may be required to wear one, shall be replaced as specified by the manufacturer.

ARTICLE 20. EDUCATIONAL BENEFITS

Section 20.1 Education Benefits

The City seeks the benefits that derive from a highly educated work force. Provided that the money is available and the funds have been budgeted, the City will pay for all tuition, books, and any other related expenses for college level courses applicable to a degree in the areas of Criminal Justice, Law Enforcement, Public Administration, Business Administration, Behavioral Science, Computer Science or Information Technology or other courses of study that directly relate to law enforcement or the duties of the employees covered by this Agreement and are approved by the Chief of Police at the time the fees are due, subject to a limitation of one thousand dollars (\$1,000) per employee in any one (1) calendar year. The course of instruction or class is subject to approval by the Chief and the employee must obtain a passing grade. To be eligible for reimbursement, the degree must be earned while employed with the City of Piqua Police Department.

Provided that the money is available and the funds have been budgeted, the City will pay for tuition, books, and any other related expenses for college level courses applicable to one masters degree only in the areas of Criminal Justice, Law Enforcement, Public Administration, Business Administration, Behavioral Science, Computer Science or Information Technology or other courses of study that directly relate to law enforcement or the duties of the employees covered by this Agreement and are approved by the Chief of Police at the time the fees are due, subject to a limitation of one thousand dollars (\$1,000) per employee in any one (1) calendar year. The course of instruction or class is subject to approval by the Chief and the employee must obtain a minimum of a "C" or better as defined by the specific educational institution's standards or a "pass" in a pass/fail class. To be eligible for reimbursement, the degree must be earned while employed with the City of Piqua Police Department. No doctoral programs are qualified for reimbursement by the City.

The employee may submit a list and approximate cost of those courses he desires to enroll in by September 30th of the year prior to that enrollment. The City of Piqua will budget a minimum of three thousand dollars (\$3,000) per year for educational benefits for police employees in the bargaining unit. The Chief of Police may, at his option, either pro-rate the total amount available among all those making requests or allocate the amount available among those employees requesting courses to those courses which are most applicable to the employees' duties. If a portion of this budget is reserved for an employee who does not attend or pass the approved course or class, the Chief may apply that amount to another employee attending an approved course or class, up to the specified per employee maximum amount. The employee shall provide a written memo to the Police Chief no later than June 30th indicating that he intends to continue to use the funds requested within the calendar year. Failure to provide such memo shall cause the use of funds to be forfeited and made available to another

employee.

Section 20.2 Reimbursement of Benefits

The employee must remain with the Piqua Police Department for three (3) years from the date of the completion of the course. Should the employee voluntarily resign from the Piqua Police Department prior to this time limit, or be discharged for just cause, he shall reimburse the City in full except as provided below.

After successful completion of a course of instruction such reimbursement shall be made at a rate of thirty-three and one third (33 1/3) percent write off per year of service after completion of said course of instruction.

After the employee has completed three (3) years of service after completion of the course, he is not required to reimburse the City for tuition, books, or other related expenses paid for by the City. The City will waive an employee's obligation to reimburse the City as part of an agreement between the Union and the City to accept an employee's resignation in place of disciplinary action.

ARTICLE 21. TRAINING

The City of Piqua recognizes the need for training of personnel. Bargaining unit members may make a request to attend training related to their jobs. The City will approve and/or provide training based on the needs of the department.

ARTICLE 22. MILEAGE EXPENSES - PRIVATE VEHICLES

All employees who are authorized, by the chief or a deputy chief, to use their private vehicles on City business shall be compensated at the prevailing City rate for each mile driven and documented. The City agrees to furnish the employee with a vehicle for city business whenever available.

ARTICLE 23. SEVERANCE

An employee who terminates his employment with the City for any reason shall have his termination pay computed in the following manner:

Section 23.1 Vacation Leave

He shall be paid for any vacation time earned in the year the employee terminates his employment, and any accumulated vacation, holiday or personal time off up to the maximum accumulation limit as specified in the vacation, holiday and personal leave articles.

Section 23.2 Sick Leave

(A) Conversion Upon Termination or Permanent Layoff: Employees with eight years of service or more, except those discharged for conviction of theft,

theft related offense or felony, may convert up to the same number of hours accumulated and unused sick leave upon termination of employment or permanent layoff as indicated in (B) below. Sick leave will be converted on the basis of the following formula:

8 -15 years	= 1 for 3
16 - 25 years	= 1 for 2
over 25 years	= 1 for 1

(B) Conversion Upon Retirement or Death: There shall be payable to an employee, upon retirement in accordance with the provisions of the Ohio Public Employees Retirement System or upon death of an active employee, to the employee's beneficiary designated in writing on the form provided by the City and delivered to the City (or if no valid designation has been made, the estate), in addition to any OPERS benefits, payment for all accumulated sick up to and including 1440 hours. This 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 December 31, 2000, unused sick time shall be cumulative up to and including 960 hours for retirement and death benefits, and shall be cumulative up to and including 720 hours upon other termination of employment (except for dismissal for conviction of any theft, theft related offense or felony offense), on the same conversion formula applicable to employees hired before December 31, 2000. Upon retirement, the employee shall also be paid for accumulated sick time, at the current hourly rate, any hours earned above 720 hours up to 1560 hours at the rate of 1 for 3 for a combined total of up to 1000 hours.

For employees hired after the date of execution of this agreement, unused sick time shall be cumulative up to and including 480 hours for retirement and death benefits, and shall be cumulative up to and including 480 hours upon other termination of employment (except for dismissal for conviction of any theft, theft related offense or felony offense), on the same conversion formulas applicable to employees hired before the date of execution of this agreement. Upon retirement, the employee shall also be paid for accumulated sick time, at the current hourly rate, for hours earned above 480 hours up to 720 at the rate of 1 for 3, for a combined total of up to 560 hours.

(C) Conversion Upon Permanent Disability If the employee is permanently disabled during his employment as a City of Piqua Employee, or retires in accordance with the provisions of the Ohio Public Employees Retirement System, he shall receive payment for his full accumulation up to one thousand four hundred forty (1440) hours (720 hours for employees hired after December 31, 2000; 560 hours for employees hired after execution of this agreement) of sick time and all accumulated vacation time at the time of his permanent disability. The determination to make payments either in a lump sum or on a weekly basis, but at no lesser rate of pay than the employee's weekly rate of pay,

will be at the option of the Director of Finance with due regard to the financial status of the City.

ARTICLE 24. GROUP INSURANCE

Section 24.1 Health Insurance.

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

For the 2014 plan year, the City will fund 75% of the HSA and HRA accounts (\$1,500 for individual coverage and \$3,000 for family coverage). For the 2015 and 2016 plan years, the City will fund 50% of the employee HSA and HRA accounts (\$1,000 for individual coverage and \$2,000 for family coverage). Employee HSA's will be funded 1/12th of the annual total each month. Employee HRA's will be funded entirely in January. Employees hired during a plan year shall have the City's contribution to their HSA prorated based upon the number of full months employed by Piqua during that initial plan year.

The City shall select the carrier for the HDHP annually after consulting with the Insurance Committee. The City will maintain comparable coverage for the duration of this Agreement. Comparable coverage shall mean that the City shall solicit quotes annually and request standard products which most closely match the plan design then in effect. Exact match of plan design need not be obtained. Bargaining unit employees shall be offered the same benefits on the same terms applicable to the City's unrepresented employees.

b) Health Care Incentive Plan The City shall administer a "Health Care Incentive Plan" which will allow employees who participate in defined wellness activities to earn additional monies up to \$400.00 for family coverage and \$200 for single coverage for 2014 and reimbursed up to a maximum of \$1,400 if on a family plan and \$700 for a single plan for each calendar year for 2015 and 2016 to be deposited by the City into the employees' HSA or HRA accounts. 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 account and not directly to the employee.

Reimbursement 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	\$200	To qualify for reimbursement, the employee must meet two of the three categories.

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.
Physical Fitness Test	\$400 Family \$200 Indiv.	Employee shall pass the physical fitness test under the requirements of the <u>Ohio Peace Officer Basic Training Program Physical Fitness Requirements</u> in effect on the date of execution of this Agreement, however the employee may substitute the run portion of the test with the <u>Rockport Fitness Walking Test</u> . To receive reimbursement, the employee shall pass all parts of the Ohio Peace Officer Basic Training Program Physical Fitness Requirements or, if substituting the Rockport Fitness Walk Test, receive a rating of Good or above. The test shall be administered by the Department.

c) Insurance Committee. The unit shall designate one bargaining unit employee 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.

d) 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 bi-weekly payroll deduction.

e) Option Out. Eligible employees who decline the city offered health insurance benefits, will be entitled to receive a one-time payment per health insurance year (2014, 2015, 2016) of \$2,000 for those eligible for family coverage and \$1,000 for individual coverage.

Section 24.2 Life Insurance. The City shall provide and pay the necessary premium for group life insurance in the amount of \$50,000 for each employee covered by this Agreement.

Section 24.3 Reopener. Should the quotes received annually as required above 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 25. SENIORITY

Section 25.1 Application of Seniority

"Seniority" shall accrue to all employees in accordance with the provisions of this Article. Seniority, as defined in Section 2 of this Article, will apply wherever employee seniority rights are established in the terms and conditions of this Agreement.

Section 25.2 Accrual of Seniority

Seniority shall be computed on the basis of uninterrupted length of continuous service as an employee with the City.

A. No Break in Service

The following situations shall not constitute a break in continuous service:

1. absence while on approved leave of absence;
2. absence while on approved sick leave or disability leave;
3. military leave; and

4. a layoff of twelve (12) months duration or less.

B. Break in Service

The following situations constitute breaks in continuous service for which seniority is lost:

1. discharge or removal for just cause, when undisputed or upheld by an arbitrator at final appeal;
2. retirement;
3. layoff for more than twelve (12) months;
4. failure to return to work within fourteen (14) calendar days of a recall from layoff;
5. failure to return to work at the expiration of leave of absence; and,
6. resignation.

ARTICLE 26. LAYOFF AND RECALL

Section 26.1 Layoff

Whenever there is a reduction in the number of employees due to lack of funds, lack of work, or other legitimate reasons, the City Manager shall determine the number to be laid off. Employees shall be laid off at the time and in the number specified by the City Manager in reverse order of their seniority. Part-time and seasonal employees shall be laid off before probationary employees and all probationary employees before permanent employees. The City shall notify the Union before taking such action.

Section 26.2 Recall

When there is a recall, those who have been laid off shall, for a period of time not to exceed twenty-four (24) months or their length of seniority, whichever is less, be eligible to be called back to work in the inverse order of their layoff.

Section 26.3 Notice of Recall

Notice of recall shall be sent by certified mail, return receipt requested, to the last mailing address provided in writing by the employee. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the last mailing address provided by the employee.

The recalled employee shall have ten (10) calendar days following the date of receipt of the recall notice to notify the City of his intention to return to work and shall have fourteen (14) calendar days following the receipt of the recall notice in which to report to duty, unless a different date for returning to work is specified in

the notice or unless another date is mutually agreed to between the Employer and the employee. An Employee who refuses recall or does not report to work as specified in this section shall be considered to have resigned his position.

ARTICLE 27. UNION BUSINESS

Section 27.1 Union Representatives

The Union is authorized to select one (1) associate and one (1) alternate to conduct approved Union business for the bargaining unit. The Union shall certify in writing to the City and the Chief of Police the names of the associate and two alternates. These certifications shall be kept current by the Union at all times.

The Union will identify the members of its negotiation team at the time it provides the City with written notice of a desire to renegotiate terms of this agreement. No more than two (2) employees shall be included on the Union's negotiation team. The associate and the two alternates shall be compensated at their regular rate for their scheduled duty hours during which they attend negotiating sessions for a new contract. They shall not, however, be compensated for time spent beyond their regularly scheduled hours. At the end of the negotiating session, they shall return to their regular assignment if the session ends before the end of their regularly scheduled shift.

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

The associate and the alternates may consult in the assembly area before the start of and at the completion of the day's work. Upon notification to and consent of the supervisor, the associate and the alternates shall be permitted access to work areas at all reasonable times for the purpose of adjusting grievances, assisting in the settlement of disputes, and for the purpose of carrying into effect the provisions and aims of this Agreement, subject to the understanding that work assignments are not interfered with.

The associate and the alternates, upon giving reasonable notice, and upon authorization from the Chief, shall be allowed to use vacation, holiday or personal time off to attend the annual state FOP/OLC conference or FOP/OLC training seminars. All expenses shall be the responsibility of the employee attending the conference or seminar.

Section 27.2 Bulletin Board

The City shall provide space for a bulletin board in the records area of the Department not visible to the public for the exclusive use of the employees covered by this Agreement. This bulletin board will not be used for official departmental functions and will not be used to post derogatory materials

concerning the City. Upon request of the Chief or his designee, the Union shall cause the immediate removal of any material posted in violation of this Article.

Section 27.3 Ballot Boxes

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

Section 27.4 Union Meetings

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

Section 27.5 Non-employee Representative

A representative of the Union shall have access to the City's premises for the purposes of administering this contract with the consent of the City. The City will not unreasonably withhold such consent. The representative must first contact the Chief of Police and make the necessary arrangements for the place and/or the duration of the visit. The representative shall act in accordance with the terms of the consent and shall in no case interfere with any work

Section 27.6 Contract Copies

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

ARTICLE 28. AMERICANS WITH DISABILITIES ACT AND FAMILY AND MEDICAL LEAVE ACT COMPLIANCE.

Section 28.1 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 29. LABOR/MANAGEMENT MEETINGS

Section 29.1 Meetings to be Held

In the interest of sound labor-management relations, a joint committee, not to exceed four (4), 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 29.2 Agenda to be Furnished

An agenda will be furnished by the party requesting the meeting at least five (5) working days before the scheduled meeting along with the names of the Union representatives who will be attending. Labor/Management meetings shall not be negotiation sessions to alter or amend the basic Agreement.

Matters which may be discussed at such meetings include:

- A. The administration of this Agreement;
- B. Changes made by the City which affect bargaining unit employees;
- C. Grievances which have not been processed beyond the final step of the grievance procedure, when such discussions are mutually agreed to in advance by the parties;
- D. General information of interest to the parties;
- E. Ways to increase productivity and to improve efficiency; and
- F. Safety matters relating to employees.

Section 29.3 Attendance at the Meetings

Union representatives attending Labor/Management meetings shall not suffer loss in their regular pay while attending any meetings provided for under this Article which are held during the employee's regular working hours. With the prior approval of the Chief of Police, Union representatives may confer with bargaining unit members in preparation for such meetings without a loss in their regular pay.

ARTICLE 30. TERM OF AGREEMENT

Section 30.1 Effective Dates

The 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 conditions of this Agreement after expiration until a new agreement is signed or the statutory dispute settlement procedures are completed.

Section 30.2 No Contractual Obligations Outside Effective Dates

Notwithstanding anything else in this Agreement, no act, omission, or event occurring before the initial effective date or after the termination of this Agreement shall give rise to any rights or liabilities under this Agreement nor shall it be subject to arbitration.

Section 30.3 Negotiations for a New Contract

If either party desires to modify or amend this Agreement, it shall give notice of such intent per the State Employment Relations Board in SERB rule OAC §4117-9-02 no earlier than one hundred twenty (120) calendar days prior to, nor later than ninety (90) calendar days prior to, the expiration date of this Agreement. Such notice shall be by certified mail. Negotiations between the parties for a successor agreement shall commence no later than thirty (30) days from the date of the notice to negotiate. Both parties shall negotiate in good faith in an earnest effort to complete negotiations and fully conclude a new agreement forty-five (45) days before the termination date.

EXECUTION

Signed at Piqua, Ohio on ____ day of January, 2014.

**For the Fraternal Order of Police,
Ohio Labor Council, Inc:**

For the City of Piqua:

Andrea H. Johan
Staff Representative

Gary A. Huff, City Manager

Robin Dankworth, Bargaining
Committee Member, Civilian Unit

Stacy M. Wall, Law Director

Bruce Jamison, Chief of Police

Elaine G. Barton, HR Director

Cynthia A. Holtzapple, Finance Dir.