

**REGULAR PIQUA CITY COMMISSION MEETING
TUESDAY, FEBRUARY 4, 2014
7:30 P.M. – COMMISSION CHAMBER – 2nd FLOOR
201 WEST WATER STREET
PIQUA, OHIO 45356**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

REGULAR CITY COMMISSION MEETING

CONSENT AGENDA

1. **APPROVAL OF MINUTES**

Approval of the minutes from the January 21, 2014 Regular City Commission Meeting

NEW BUSINESS

2. **RES. NO. R-10-14**

A Resolution authorizing the City Manager to enter into a Memorandum of Understanding with the City of Troy, Ohio, City of Tipp City, Ohio, and Miami County Board of Commissioners for the purposes of funding a Hazardous Coordinator position

3. **RES. NO. R-11-14**

A Resolution awarding a contract for Purchase of Transformers for the Power System

4. **RES. NO. R-12-14**

A Resolution awarding a contract for Purchase of a Bucket Truck for the Power System

5. **RES. NO. R-13-14**

A Resolution authorizing the City Manager to enter into a collective bargaining agreement with the American Federation of State, County and Municipal Workers, Inc. (AFSCME), Ohio Council 8, Local 984 (Blue Collar)

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

A Resolution authorizing the City Manager to enter into a collective bargaining agreement with the American Federation of State, County and Municipal Workers, Inc. (AFSCME), Ohio Council 8, Local 984 (Clerical)

7. **RES. NO. R-15-14**

A Resolution authorizing the City Manager to enter into a collective bargaining agreement with the Ohio Patrolmen's Benevolent Association

PUBLIC COMMENT

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

CITY MANAGER'S REPORT

COMMISSIONERS COMMENT

ADJOURNMENT

**MINUTES
PIQUA CITY COMMISSION
Tuesday, January 21, 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.

GOVERNMENT ACADEMY GRADUATES

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

City Manager Huff read the names of the graduates as they came forward and accepted a Certificate, City of Piqua pin, and a Citizens Academy shirt.

Bill Lutz stated this has been an amazing group and congratulated the seven Academy graduates. This is not the end of the road really it is just the beginning, as they are now some of the most informed and educated citizens in the community. Mr. Lutz encouraged them to serve on one of the boards or on the City Commission in the future.

City Manager Huff thanked Bill Lutz for his dedication and work on putting together the 4th Government Academy Class.

Mayor Fess thanked all of the participants, stating she understands their time is valuable. Mayor Fess further stated she encourages them to serve the community either by being on a Board or a Committee, and hopes they have a better understanding of how the City operates.

Stacy Stang thanked Mr. Lutz, City Manager Huff, City Commissioners, and all the city employees for their commitment and dedication to the city and this program. Ms. Stang stated she has spoken with friends and family and has encouraged them to get involved in the Government Academy.

Mayor Fess stated three other states have contacted Mr. Lutz about the Government Academy Program asking for his help in getting a Government Academy Program started in their community.

REGULAR CITY COMMISSION MEETING

EXECUTIVE SESSION

Moved by Commissioner Terry, seconded by Commissioner Vogt to adjourn into Executive Session to prepare for and review negotiations on compensation or other terms and conditions of employment for City personal at 7:40 P.M. Roll call: Aye, Terry, Wilson, Martin, Fess and Vogt. Nay, None. Motion carried unanimously.

Moved by Commissioner Martin to adjourn from Executive Session at 8:08 P.M., seconded by Commissioner Wilson. Voice vote, Aye: Wilson, Martin, Vogt, Fess, and Terry. Nay: None.

Consent Agenda

Approval of Minutes

Approval of the minutes from the January 7, 2014 Regular Piqua City Commission Meeting.

Moved by Commissioner Martin, seconded by Commissioner Terry, to approve the Consent Agenda. Voice vote, Aye: Martin, Fess, Vogt, Terry, and Wilson. Nay: None. Motion carried unanimously.

Old Business

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

Elaine Barton, Human Resource Director provided a brief overview of the changes in Chapter 33 for the 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.

Moved by Commissioner Wilson, seconded by Commissioner Terry that the rule requiring Ordinance No 1-14 be read fully and distinctly on three separate days be suspended. Roll call, Aye: Terry Fess, Martin, Wilson, Vogt. Nay: None.

Moved by Commissioner Martin, seconded by Commissioner Terry, that Ordinance No. 1-14 be adopted. Roll call, Aye: Vogt, Terry, Fess, Terry, Wilson, Martin. Nay: Vogt. Motion carried unanimously. Mayor Fess then declared Ordinance No. 1-14 adopted.

NEW BUSINESS

RES. NO. R-5-14

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

Law Director Stacy Wall provided information on the continuation of participation in the risk management pool in the calendar year 2014 through the Miami Valley Risk Management Association for property and liability insurance. Ms. Wall further explained why the coverage for the turbines is different from the rest of the city insurance policies, stating there is a greater risk of problems with the turbines due to their age. It was also noted that MVRMA does not cover any turbines for any city.

Several questions were asking regarding the coverage of the turbines, the age of the turbines, and what happens if there is a claim like the city had last year. Ms. Wall answered all questions.

Public Comment

No one came forward to speak for or against Res. No. R-5-14

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-5-14 be adopted. Roll call, Aye: Wilson, Fess, Vogt, Terry, and Martin. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution R-5-14 adopted.

RES. NO. R- 6-14

A Resolution granting a roadway easement for Hardin Road Alternate turnaround

City Manager Huff provided a brief overview of the roadway easement as a turnaround with improvements that will be made to accommodate the turnaround movements of school buses, maintenance vehicles and other traffic.

Public Comment

No one came forward to speak for or against Resolution No. R-6-14.

Moved by Commissioner Terry, seconded by Commissioner Martin, that Resolution No. R-6-14 be adopted. Roll call, Aye: Vogt, Wilson, Terry, Martin and Fess. Nay: None. Motion carried unanimously. Mayor Fess declared Resolution No. R-6-14 adopted.

RES. NO. R-7-14

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

Don Freisthler, Water System Superintendent provided a brief overview of the reason for the emergency pumping costs. The December flood event that 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 motor. Utilizing the river water was not an option, due to the river running so high. This left us dependent on the water from the hydraulic system to furnish the City's potable water.

The City of Piqua relies heavily on the water from the quarry as a major part of the drinking water source. The city did not have the necessary pumping equipment to pump down the water level in the quarry and had to have an outside contractor perform the emergency pumping.

The rebuilding of the quarry pump station at a higher elevation will be included within the construction of the new Water Treatment Plant, said Mr. Friesthler. Commissioner Terry asked if the quarry had ever flooded before. Mr. Friesther stated not like this.

Mayor Fess thanked Mr. Friesthler and his staff for their work in keeping the water safe for the citizens of Piqua.

Public comment

No one came forward to speak for or against Resolution No. R-7-14.

Moved by Commissioner Martin, seconded by Commissioner Terry, that Resolution No. R-7-14 be adopted. Roll call, Aye: Wilson, Terry, Martin, Fess, and Vogt. Nay: None. Motion carried unanimously. Mayor Fess declared Resolution No. R-7-14 adopted.

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.

Law Director Stacy Wall explained the City of Piqua and the Fraternal Order of Police (Officers), Inc. have negotiated a tentative collective bargaining agreement effective January 1, 2014 through December 31, 2016. This includes a 2% increase for the years 2014, 2015, and 2016. Health insurance increase for employees to pay 75% funding by the city, in 2014, 50% in 2015, and 50% in 2016 with reimbursement activities in all three years. The Police Officers have been paying 13% premium on their health cost, and it is going up to 15% premium at this time, as everyone else in the city has been paying the 15% premium. The Police Officers will also receive 2 ½ hours of court overtime when they are off duty. Under training the Police officers offered to qualify every year on three different firearms, in exchange for that qualification on the first attempt, they would receive additional personal time.

The Union has already ratified this contract with an overwhelming vote. We were very pleased with the City and the Unions cooperation with a give and take atmosphere, stated Law Director Wall.

PUBLIC COMMENT

No one came forward to speak at this time.

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-8-14 be adopted. Roll call, Aye: Terry, Martin, Fess, Vogt, and Wilson. Nay: None. Motion carried unanimously. Mayor Fess declared Resolution No. R-8-14 adopted.

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.

Law Director Wall stated this addresses the same Union in terms as it is an FOP Union, but is the Civilians, which is the clerical staff in the Police Department. The only changes are in the wages and the health changes that were included in the Police Officers contract, this is also a three year contract, stated Ms. Wall..

Mayor Fess thanked Law Director Wall, Finance Director/Assistant City Manager Cindy Holtzapple, Human Resource Director Elaine Barton and the Unions for cooperation in the negotiations of the Police Contracts.

PUBLIC COMMENT

No one came forward to speak at this time.

Moved by Commissioner Wilson, seconded by Commissioner Terry, that Resolution No. R-9-14 be adopted. Roll call, Aye: Martin, Fess, Vogt, Wilson, and Terry. Nay: None. Motion carried unanimously. Mayor Fess declared Resolution No. R-9-14 adopted.

PUBLIC COMMENT

No one came forward to speak at this time.

Monthly Reports were accepted.

City Manager's Report

City Manager Huff stated the city was notified they were recipients of a \$400,000 grant from the Ohio Public Works for the County Road 25-A Phase III Reconstruction Project. The city previously received \$3.5 million from the Miami Valley Regional Planning Commission for this project that is scheduled for 2015.

City Manager Huff announced the City of Piqua was honored by the website [GovFresh](#) as their "Small City of the Year". City Manager Huff explained why the Small City category was added; further stating this was awarded on the involvement of the citizens and civic awareness of the community. City Manager Huff commended Bill Lutz and the Government Academy for their participation in helping to achieve this award.

City Manager Huff announced it has been a demanding winter so far and have used 50% or 1000 tons of salt in this short period of time, with about 1200 tons remaining. Many cities have taken a big hit, but the City of Piqua has done a few unique things this year by using more of a liquid product, and further commending the Public Works Department for coming up with these alternative uses.

City Manager Huff announced a new online program entitled "Piqua O-Zone". The Piqua O-Zone is an online tool where residents can answer questions, propose and rate ideas, be able to interact with the residents and city hall in a more convenient way.

City Manager Huff announced there are still quite a few seats available on several board, and read the list of openings. Applications are available on line or can be picked up in the City Manager's office. The deadline for the applications is February 10th. City Manager Huff encouraged citizens to get involved with one of the city boards.

Mayor Fess reminded the Government Academy graduates to think about applying for one of the board seats and get involved with all of the knowledge they have gained of the city.

Commissioners Comments

Commissioner Wilson congratulated the Government Academy graduates and encouraged them to apply for one of the board sets.

Commissioner Wilson stated the Piqua High School Show Choir Invitational was held January 18th, with eleven schools participating. Commissioner Wilson thanked all who participated and helped put together the outstanding event.

Commissioner Terry stated she attended the Martin Luther King program held on Monday January 20, at the Piqua YMCA stating it was a very interesting and inspiring program.

Commissioner Terry stated the week of January 25th through February 1st is Catholic School Week.

Commissioner Terry congratulated Grace Ryan a student at Piqua Catholic School on winning the Piqua Spelling Bee recently.

Commissioner Terry attended a meeting recently on there were quite a few attendees from out of town who complemented the City Public Works Department on how much better the city streets were in Piqua compared to Troy and Dayton.

Mayor Fess stated the weather has done a lot of damage to the streets, but will be taken care of in the spring as soon as the weather breaks.

Commissioner Martin congratulated the Government Academy graduates and asked them to get involved with the City as a volunteer or as a board member.

Commissioner Vogt congratulated the Government Academy graduates, stating it shows they have an interest in what is happening in their community, and hopes they will continue by volunteering in the future.

Mayor Fess thanked Bill Lutz, City Manager Huff, Bill Murphy, and all of the employees who have worked so hard these last couple of years getting the City of Piqua recognition on the State and National level. Mayor Fess stated she appreciates what they are doing.

Mayor Fess congratulated the Government Academy graduates and encouraged citizens to participate in the future classes. The next Government Academy will begin on February 6, 2014.

Bill Lutz, Development Program Director gave a brief overview of the next Government Academy stating they will be conducting the classes a little differently and explained. Mr. Lutz stated anyone having any questions can contact him at 937-778-2062.

Mayor Fess stated if anyone has ever wanted to drive a snowplow, drive a Fire Truck, or go up in the ladder truck they should take the opportunity and sign up for the Government Academy.

Mayor Fess congratulated the ladies at the YWCA for another outstanding Martin Luther King program, as it was a very interesting program.

Moved by Commissioner Vogt, seconded by Commissioner Martin, to adjourn from the Regular Commission Meeting at 8:55 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

1

RESOLUTION NO. R-10-14

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF TROY, OHIO, CITY OF TIPP CITY, OHIO AND MIAMI COUNTY BOARD OF COMMISSIONERS FOR THE PURPOSE OF FUNDING A HAZARDOUS COORDINATOR POSITION

WHEREAS, the City of Piqua, the City of Troy, and the City of Tipp City provide first responder emergency services related to hazardous materials to their respective communities; and

WHEREAS, Piqua, Troy and Tipp City provide first responder emergency services, including those services related to hazardous materials to neighboring townships and other communities through mutual aid agreements; and

WHEREAS, Piqua, Troy, Tipp City, and Miami County desire to avail themselves to the services of a hazardous materials coordinator to assist in evaluating risks, developing programs, responding to emergencies and other incidents the request of city first responders, inspect extremely hazardous substance sites and report findings to the fire department, local emergency planning committee, and state emergency response committee, and coordinate and plan training related to hazardous incidents for city first responders, among other duties; and

WHEREAS, Piqua, Troy, Tipp City, Miami County and the Clerk of Courts desire to enter into this Memorandum of Understanding (as attached) concerning the funding of a hazard materials coordinator position.

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

SEC. 1: The City Manager is hereby authorized to enter into a Memorandum of Understanding with the City of Troy, City of Tipp City and Miami County and the Clerk of Courts for funding of a hazardous materials coordinator position.

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 the terms of the memorandum of understanding, not exceeding a total of \$5,740.00.

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	February 2, 2014		
REPORT TITLE (Should match resolution/ordinance title)	A Resolution authorizing the City Manager to enter into a Memorandum of Understanding with the City of Troy, Ohio, City of Tipp City, Ohio and Miami County Board of Commissioners for the purpose of funding a Hazardous Coordinator Position		
	Name & Title: Fire Chief Michael Rindler		
	Department: Fire		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input type="checkbox"/> Department Director;		<input type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	This M.O.U. has been in effect since 2009. It supports the position of HazMat Coordinator. This part time position is funded by Piqua, Troy, Tipp City and Miami County. This benefits our community as well as all county residents.		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$5,740	
	Expenditure \$:	\$5,740	
	Source of Funds:	General Fund	
	Narrative:		
OPTIONS (Include Deny /Approval Option)	1.	Approval Resolution No. R-10-14	
	2.	Deny Resolution No. R-10-14 and provide direction for Hazardous Coordinator position	
	3.		
	4.		
PROJECT TIMELINE	This M.O.U. is a two year agreement covering both 2014 and 2015.		
STAFF RECOMMENDATION	I recommend the acceptance of the M.O.U. and Resolution No. R-10-14 that would benefit the City of Piqua through having this coordinator help with response issues as well as required federal mandate compliance.		
ATTACHMENTS	Memorandum of Understanding attached.		

RESOLUTION NO. 13-12-1735

AUTHORIZE/SIGN MEMORANDUM OF UNDERSTANDING
COUNTY HAZMAT COORDINATOR POSITION
EMA

Mr. O'Brien introduced the following resolution and moved for its adoption:

WHEREAS, on April 12, 2007, by Resolution No. 07-04-510, the Board of Miami County Commissioners created the part-time position of HazMat Coordinator; and

WHEREAS, beginning January 1, 2014 through December 31, 2014, and subject to the annual appropriation process of the respective political subdivisions, Piqua, Troy, Tipp City, and Miami County agree to contribute a share of the annual costs of the Hazardous Materials Coordinator Position program budget of \$20,500 based on the emergency hazardous sites reporting under Revised Code 3750, currently as follows:

City of Piqua	28%	\$5,740
City of Troy	46%	\$9,430
City of Tipp City	10%	\$2,050
Miami County	16%	\$3,280

NOW, THEREFORE BE IT RESOLVED, by the Board of Miami County Commissioners, to authorize and sign the attached Memorandum of Understanding concerning the funding of a part-time hazardous materials coordinator position with the City of Piqua, the City of Troy and the City of Tipp City, and Miami County.

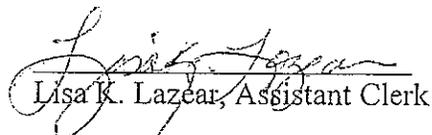
Mr. Evans seconded the motion and the Board voted as follows upon roll call:

Mr. O'Brien, Yea; Mr. Cultice, Yea; Mr. Evans, Yea.

DATED: December 12, 2013

CERTIFICATION

I, Lisa K. Lazear, Assistant Clerk to the Board of Miami County Commissioners, do hereby certify that this is a true and correct transcript of action taken by the board under the date of December 12, 2013.


Lisa K. Lazear, Assistant Clerk

Cc: Journal
Files
EMA - Kenny Artz (to distribute to municipalities)
Accounting

MIAMI COUNTY OFFICE of EMERGENCY MANAGEMENT

210 Marybill Drive

Troy, Ohio 45373

937-332-8560

December 4, 2013

To: Leigh Williams, Clerk
Miami County Commissioners

From: Kenneth Artz, Director
Miami County Office of Emergency Management

Re: Review and approval request for Haz Mat Coordinator MOU

Dear Ms. Williams:

Please accept this letter as a formal request to have the Miami County Commissioners review and accept the Memorandum of Understanding for financial support from the Cities of Piqua, Troy and Tipp City as well as the County to support the position of the Haz Mat Coordinator position. If approved this will take effect on January 1, 2014 and renew annually each year thereafter unless amended or terminated per this agreement. The county's annual financial share is \$3,280.00 and will be paid from the EMPG fund 1108-291-04.

Regards,



Kenneth Artz, Director
Miami County Office of Emergency Management
210 Marybill Drive
Troy, Ohio 45373
937-332-8560
kartz@miamicountyema.org

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into on _____ by and among the City of Piqua, 201 W. Water St., Piqua, Ohio 45356 ("Piqua") by Ordinance No. _____; City of Troy, 100 S. Market St., Troy, Ohio 45373 ("Troy") by Ordinance No. _____; City of Tipp City, 260 S. Garber, Tipp City, Ohio 45371 ("Tipp City") by Ordinance No. _____; and the County of Miami Board of County Commissioners ("Miami County"), 201 W. Main St., Troy, Ohio 45373 by Resolution No. _____; for the purposes of funding a hazardous materials coordinator position:

WITNESSETH

WHEREAS, the City of Piqua, the City of Troy, and the City of Tipp City provide first responder emergency services related to hazardous materials to their respective communities, and

WHEREAS, Piqua, Troy, and Tipp City provide first responder emergency services, including those services related to hazardous materials, to neighboring townships and other communities through mutual aid agreements, and

WHEREAS, Miami County houses the Local Emergency Planning Committee and provides countywide oversight for Emergency Management and the dispatching of emergency services countywide, including the services provided by the fire, emergency medical and police departments ("first responders") of Piqua, Troy, and Tipp City; and

WHEREAS, Piqua, Troy, Tipp City and Miami County each contain emergency hazard facilities that are subject to regulation and reporting requirements under Ohio Revised Code Section 3750 within their corporation limits and collectively contain the majority of all emergency hazard site facilities in Miami County, and

WHEREAS, Piqua, Troy, Tipp City, and Miami County desire to avail themselves of the services of a hazardous materials coordinator to assist in evaluating risks, developing programs, responding to emergencies and other incidents at the request of city first responders, inspect Extremely Hazardous Substance sites and report findings to the fire department of jurisdiction, local emergency planning committee, and state emergency response committee, and coordinate and plan training related to hazardous incidents for city first responders, among other duties, and

WHEREAS, Piqua, Troy, Tipp City, and Miami County desire to enter into this Memorandum of Understanding concerning the funding of a hazard materials coordinator position; and

WHEREAS, a part-time hazardous materials coordinator will perform services directly benefiting the first responders employed by Piqua, Troy and Tipp City, and the County Emergency Management Agency has offered to provide oversight, training, administrative and office overhead, and support for the coordinator;

NOW THEREFORE, Be it Resolved by the City of Piqua, City of Troy, City of Tipp City, and Miami County as follows:

Section 1. Beginning January 1, 2014, , and subject to the annual appropriation process of the respective political subdivisions, Piqua, Troy, Tipp City, and Miami County agree to contribute a share of the annual costs of the Hazardous Materials Coordinator Position program budget of \$20,500.00 based on the emergency hazardous sites reporting under Revised Code 3750, currently as follows:

City of Piqua	28. %	\$5,740
City of Troy	46 %	\$9,430.00
City of Tipp City	10 %	\$2,050.00
Miami County	16 %	\$3,280.00
Total		\$20,500

Section 2. Review. The Director of the Miami County Emergency Management Agency and the chiefs of the Piqua, Troy, and Tipp City fire and emergency medical services departments and a County Commissioner agree to meet at least annually to review the hazardous materials services program and to make recommendations concerning the program, hazardous materials coordinator position, annual budget, and any adjustment of allocation of share based on the number of emergency hazard sites in existence at the time.

Section 3. Terms of Agreement. This Memorandum of Understanding shall be effective on January 1, 2014 and shall renew annually each year thereafter unless amended or terminated. It is understood by all parties that at any time this Memorandum of Understanding may be terminated upon ninety (90) days written notification from any party to the others at the addresses written above.

CITY OF PIQUA

Approved to as to form:

Stacy M. Wall
Law Director

[Signature]
City Manager

CITY OF TROY

Approved to as to form:

[Signature]
Law Director

[Signature]
Director of Public Service and Safety

CITY OF TIPP CITY

Approved to as to form:

[Signature]
Law Director

[Signature]
City Manager

BOARD OF COUNTY COMMISSIONERS
COUNTY OF MIAMI

Approved as to form:

Prosecuting Attorney

Approved as to Form Only
By: [Signature]
Miami County Prosecutor's Office

[Signature]
CHAIR

[Signature]
VICE CHAIR

[Signature]
MEMBER

Budget for Salary, and benefits including any and all expenses related to the support for the Hazardous Materials Coordinator position, 20 hours per week.

Year 1	2014 (based on 1040 hours)		
\$14.35 / hr	1040 hrs	\$14,924.00	annual salary
	14 %	\$ 2089.36	OPERS
	1.45%	\$ 216.40	Medicare
	2 %	\$ 298.48	Workers Comp
	2 %	\$ 298.48	projected raise
Support costs-mileage, training, etc			
Per County policy		\$ 2,673.28	
		\$20,500.00	

Year 2	2015 Estimated budget		
14.67	1040	\$15,256.80	Salary
	14 %	\$2135.95	OPERS
	1.45%	\$ 221.22	Medicare
	2 %	\$ 305.14	Workers Comp
	2 %	\$ 305.14	Projected raise
Support costs-mileage/training			
Per County policy		\$2, 2775.75	
		\$21,000.00	

Hazardous Materials Coordinator-2010 annual budget

Budget allocation based on numbers of reported extremely hazardous substance sites in jurisdictions (\$19,000 annual budget.)

<u>Jurisdiction</u>	<u>EHS Sites</u>	<u>%</u>	<u>\$19,000</u>	<u>assessment</u>
Tipp City	4	12.8%	\$2,318.00	
Troy	13	41.6%	\$7,790.00	
Piqua	9	24.32%	\$5,358.00	
Miami County				
<u>(Unincorporated areas)</u>	6	19.2%	\$3,534.00	
 TOTAL	 32		 \$19,000.00	

RESOLUTION NO. R-11-14

**A RESOLUTION AWARDDING CONTRACTS
FOR THE PURCHASE OF TRANSFORMERS
FOR THE POWER SYSTEM**

WHEREAS, the present operations of the City require the purchase of transformers for the Power System; and

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

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

SEC. 1: Contract with Ermco for the purchase of twenty-two transformers are hereby approved as the lowest, responsible bidders for said project and the City Manager is hereby authorized to execute a contract with said bidder pursuant to contract specifications;

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 \$113,559.

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	February 4, 2014		
REPORT TITLE (Should match resolution/ordinance title)	A RESOLUTION AWARDING A CONTRACT FOR THE PURCHASE OF TRANSFORMERS FOR THE POWER SYSTEM		
SUBMITTED BY	Name & Title: Nick Berger, Asst. Power System Director		
	Department: Power System		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director;		<input checked="" type="checkbox"/> Other: Energy Board
BACKGROUND (Includes description, background, and justification)	<p>Each year the Power System solicits bids to replenish transformer inventory. Bids were received from five vendors for transformers of various sizes, voltages, and quantities on January 13, 2014. As is our standard procedure, the bids were evaluated on a present value basis for the total cost to own and operate over a twenty-five year expected life. This evaluation considers not only the initial cost but also the operational cost associated with the transformer core and winding losses.</p> <p>The lowest and best bids were received from Power Line Supply and Ermco. Ermco was the successful bidder for twenty-two transformers totaling \$113,559. The Power System is requesting authorization to purchase twenty-two transformers from Ermco for a not to exceed price of \$113,559. In addition, a Purchase Order will be issued to Power Line Supply for ten Howard transformers totaling \$12,500.</p>		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$150,000	
	Expenditure \$:	\$113,559	
	Source of Funds:		
	Narrative:	Included in the 2014 Power System budget is \$150,000 for distribution transformer purchases. Resolution No. R-11-14 has a not to exceed price of \$113,559, which is below budget.	
OPTIONS (Include Deny /Approval Option)	1.	Approve Resolution No. R-11-14 awarding a contract to Ermco for the purchase of twenty-two transformers for the power system at a cost not to exceed \$113,559.	
	2.	Revise the quantity of transformers to order.	
	3.	Do not approve the Resolution and provide staff with further direction	

PROJECT TIMELINE	Delivery will be made within 8-10 weeks after receipt of order
STAFF RECOMMENDATION	Approve the Resolution No. R-11-14 awarding Ermco a contract for the purchase of a total of twenty-two (22) transformers at a not to exceed price of \$113,559.
ATTACHMENTS	Exhibit A – Evaluated bid results

2014 Transformer Summary

Item No.	Size KVA	Conventional or Pad-Mount	1 or 3 Phase	Primary Voltage	Secondary Voltage	Vendor	Manufacturer	Purchase Price
2	25	Conventional	1	7620/13200 Wye	120/240	Ermco	Ermco	\$ 780.
4	37.5	Conventional	1	7620/13200 Wye	277/480	Ermco	Ermco	\$ 847.
9	750	Pad-Mount	3	7620/13200 Wye	277/480	Ermco	Ermco	\$14,106.
10	1000	Pad-Mount	3	7620/13200 Wye	277/480	Ermco	Ermco	\$15,861.
11	1500	Pad-Mount	3	7620/13200 Wye	277/480	Ermco	Ermco	\$18,868.

Item No.	Size KVA	Conventional or Pad-Mount	1 or 3 Phase	Primary Voltage	Secondary Voltage	Vendor	Manufacturer	Purchase Price
6	50	Conventional	1	7620/13200 Wye	120/240	PLS	Howard	\$ 1,250.

*Piqua Power System
Transformer Bid Results*

Date: 1/14/2014

Evaluated By: Nick Berger

Size: 25 KVA

Primary Voltage:

Secondary Voltage:

2400/4160 X 7620/13200 _____
7620/13200 X

120/240 X
120/208 _____
277/480 _____
240/480 _____
2400/4160 _____

Transformer Type:

Conventional X

Padmount _____

Single Phase X

Three Phase _____

Quantity: 10

	<i>Vendor</i>	<i>Manufacturer</i>	<i>Purchase Price</i>	<i>Evaluated Cost</i>
1	ERMCO	ERMCO	\$780.00	\$2,113.49
2	PLS	Howard	\$802.00	\$2,116.44
3	Pepco	GE	\$668.00	\$2,377.94
4	Wesco	Power Partners	\$644.00	\$2,399.57
5	Brownstown	GE	\$705.00	\$2,414.94

Lowest and Best Bid:

Vendor: **ERMCO**

Total Cost: **\$7,800.00**

*Piqua Power System
Transformer Bid Results*

Date: 1/14/2014

Evaluated By: Nick Berger

Size: 37.5 KVA

Primary Voltage:

Secondary Voltage:

2400/4160 X 7620/13200
7620/13200 X

120/240
120/208
277/480 X
240/480
2400/4160

Transformer Type:

Conventional X

Padmount _____

Single Phase X

Three Phase _____

Quantity: 6

	<i>Vendor</i>	<i>Manufacturer</i>	<i>Purchase Price</i>	<i>Evaluated Cost</i>
1	ERMCO	ERMCO	\$847.00	\$2,777.02
2	PLS	Howard	\$968.00	\$2,901.81
3	Pepco	GE	\$763.00	\$3,111.33
4	Brownstown	GE	\$805.00	\$3,153.33
5	Wesco	Power Partners	\$816.00	\$3,156.70

Lowest and Best Bid:

Vendor: **ERMCO**

Total Cost: **\$5,082.00**

*Piqua Power System
Transformer Bid Results*

Date: 1/14/2014

Evaluated By: Nick Berger

Size: 50 KVA

Primary Voltage:

Secondary Voltage:

2400/4160 X 7620/13200
7620/13200 X

120/240 X
120/208 _____
277/480 _____
240/480 _____
2400/4160 _____

Transformer Type:

Conventional X

Padmount _____

Single Phase X

Three Phase _____

Quantity: 10

	Vendor	Manufacturer	Purchase Price	Evaluated Cost
1	PLS	Howard	\$1,250.00	\$3,502.94
2	ERMCO	ERMCO	\$1,014.00	\$3,506.50
3	Pepco	GE	\$943.00	\$3,766.29
4	Brownstown	GE	\$996.00	\$3,819.29
5	Wesco	Power Partners	\$1,093.00	\$3,828.72

Lowest and Best Bid:

Vendor: **PLS**

Total Cost: **\$12,500.00**

*Piqua Power System
Transformer Bid Results*

Date: 1/14/2014

Evaluated By: Nick Berger

Size: 750 KVA

Primary Voltage:

Secondary Voltage:

2400/4160 X 7620/13200 _____
7620/13200 X

120/240 _____
120/208 _____
277/480 X
240/480 _____
2400/4160 _____

Transformer Type:

Conventional _____

Padmount X

Single Phase _____

Three Phase X

Quantity: 2

	<i>Vendor</i>	<i>Manufacturer</i>	<i>Purchase Price</i>	<i>Evaluated Cost</i>
1	ERMCO	ERMCO	\$14,106.00	\$36,792.78
2	PLS	Howard	\$13,080.00	\$37,266.54
3	Pepco	GE	\$10,463.00	\$44,029.84
4	Wesco	ABB	\$11,550.00	\$44,294.75
5	Brownstown	GE	\$11,045.00	\$44,611.84

Lowest and Best Bid:

Vendor: **ERMCO**

Total Cost: **\$28,212.00**

*Piqua Power System
Transformer Bid Results*

Date: 1/14/2014

Evaluated By: Nick Berger

Size: 1000 KVA

Primary Voltage:

Secondary Voltage:

2400/4160 X 7620/13200 _____
7620/13200 X

120/240 _____
120/208 _____
277/480 X
240/480 _____
2400/4160 _____

Transformer Type:

Conventional _____ Padmount X

Single Phase _____ Three Phase X

Quantity: 1

	<i>Vendor</i>	<i>Manufacturer</i>	<i>Purchase Price</i>	<i>Evaluated Cost</i>
1	ERMCO	ERMCO	\$15,861.00	\$45,964.18
2	PLS	Howard	\$15,861.00	\$46,659.24
3	Wesco	ABB	\$13,807.00	\$54,725.30
4	Pepco	GE	\$11,460.00	\$55,159.05
5	Brownstown	GE	\$12,098.00	\$55,797.05

Lowest and Best Bid:

Vendor: **ERMCO**

Total Cost: **\$15,861.00**

*Piqua Power System
Transformer Bid Results*

Date: 1/14/2014

Evaluated By: Nick Berger

Size: 1500 KVA

Primary Voltage:

Secondary Voltage:

2400/4160 X 7620/13200
7620/13200 X

120/240
120/208
277/480 X
240/480
2400/4160

Transformer Type:

Conventional

Padmount X

Single Phase

Three Phase X

Quantity: 3

	Vendor	Manufacturer	Purchase Price	Evaluated Cost
1	ERMCO	ERMCO	\$18,868.00	\$64,182.62
2	Wesco	ABB	\$18,585.00	\$66,446.17
3	Pepco	GE	\$15,859.00	\$68,739.31
4	PLS	Howard	\$21,011.00	\$69,186.95
5	Brownstown	GE	\$16,741.00	\$69,621.31

Lowest and Best Bid:

Vendor: ERMCO

Total Cost: \$56,604.00

RESOLUTION NO. R-12-14

**A RESOLUTION AWARDING A CONTRACT
FOR PURCHASE OF A BUCKET TRUCK
FOR THE POWER SYSTEM**

WHEREAS, the present operations of the City require the purchase of a bucket truck for the Power System; and

WHEREAS, after solicitation by The Ohio Department of Administrative Services, bids were received through the State Cooperative Purchasing Program, resulting in the lowest, responsible bid from Altec Industries, Inc.

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

SEC. 1: A contract for the purchase of a 45' bucket truck from Altec Industries, Inc. is hereby approved as the lowest, responsible bidder and the City Manager is hereby authorized to execute a contract with said bidder pursuant to contract specifications;

SEC. 2: The Finance Director certifies funds are available and is hereby authorized to draw her warrants from time to time on the appropriate account of the city treasury in payment according to contract terms, not exceeding a total of \$150,000.

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

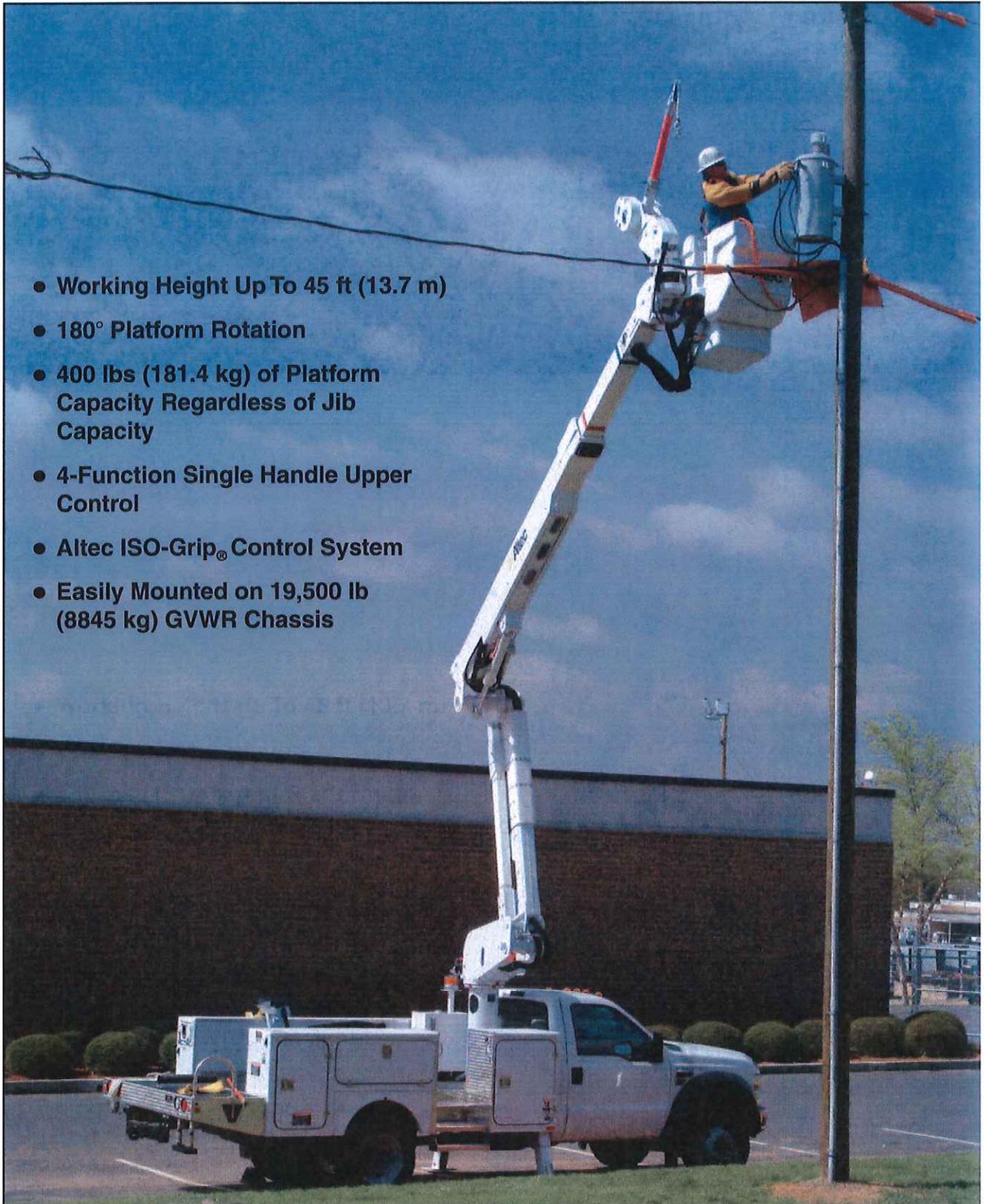
MEETING DATE	February 4, 2014		
REPORT TITLE (Should match resolution/ordinance title)	A RESOLUTION AWARDDING A CONTRACT FOR PURCHASE OF A BUCKET TRUCK FOR THE POWER SYSTEM		
SUBMITTED BY	Name & Title: Ed Krieger, Power System Director		
	Department: Power System		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director		<input checked="" type="checkbox"/> Other: Energy Board
BACKGROUND (Includes description, background, and justification)	<p>The Power System plans to replace vehicle E-26, which is a 2001 Altec 45' bucket truck on a Chevrolet chassis with 80,300 miles. Competitive pricing for this replacement is available through the State of Ohio Cooperative Purchasing program. The Power System currently owns and operates four Altec bucket trucks and two Altec digger-derricks, all of which have performed to our complete satisfaction. In addition, Altec provides outstanding service through their road-service mechanics and maintenance facility in Indianapolis, Indiana.</p> <p>The Power System originally targeted replacement of our bucket trucks on a ten-year cycle. Since Altec began providing semi-annual routine maintenance at Piqua, we have been able to extend the replacement cycles. The replacement of older vehicles reduces maintenance costs, decreases vehicle downtime and improves the overall efficiency of our operation.</p> <p>The purchase of the bucket truck was unanimously recommended to Piqua City Commission by the Piqua Energy Board at their January 28, 2014 meeting.</p>		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$175,000	
	Expenditure \$:	\$150,000	
	Source of Funds:	401-000-190-3392	
	Narrative:	Included in the 2014 Power System budget is \$175,000 for replacement of E-26, a 2001 Altec 45' bucket truck. Resolution No. R-12-14 has a not to exceed price of \$150,000, which is below budget. E-26 will either be traded-in with the purchase for \$10,000 or sold on www.govdeals.com, depending on which alternative provides the greatest financial benefit to the Power System.	

OPTIONS (Include Deny /Approval Option)	1.	Approve Resolution No. R-12-14 awarding a contract to Altec Industries, Inc. for purchase of a 45' bucket truck at a cost not to exceed \$150,000.
	2.	Do not approve the Resolution and provide staff with further direction
PROJECT TIMELINE	Delivery will be made by December 31, 2014.	
STAFF RECOMMENDATION	Approve the Resolution No. R-12-14 awarding Altec Industries, Inc. a contract for the purchase of a 45' bucket truck at a not to exceed price of \$150,000.	
ATTACHMENT	Altec AT40P Spec Sheet	



Altec AT40M/P Articulating Telescopic Aerial Device

- Working Height Up To 45 ft (13.7 m)
- 180° Platform Rotation
- 400 lbs (181.4 kg) of Platform Capacity Regardless of Jib Capacity
- 4-Function Single Handle Upper Control
- Altec ISO-Grip® Control System
- Easily Mounted on 19,500 lb (8845 kg) GVWR Chassis





Altec AT40M/P Specifications

STANDARD FEATURES

- Altec Arm Jib
- Fiberglass Upper Boom and Lower Boom Insulator
- Insulated, ANSI Category C, 46KV and Below
- Compensated Articulating Arm
- Continuous Rotation
- Hydraulic Boom Extension
- Hydraulic Platform Rotation and Tilt
- Full Pressure, Open Center Hydraulic System
- Outrigger Motion Alarm and Outrigger Interlocks
- Platform Access From Ground
- Emergency Stop Valves at All Upper and Lower Control Stations
- Platform 24 x 30 x 42 in Nominal
- Tool Circuit at Platform
- Extension Dependent Load Chart
- Jib Capacity Up To 800 lbs (362.9 kg)

RECOMMENDED FEATURES

- Fall Protection System
- Platform Liner
- Wheel Chocks
- Outrigger Pads

OPTIONS

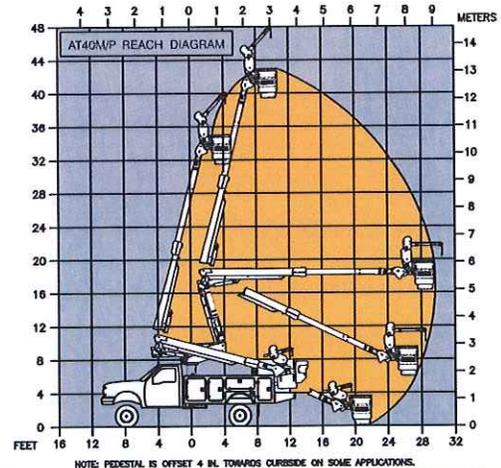
- 2-Man Platform with 180° Rotation and 600 lb (272.2 kg) Platform Capacity – Material Handling is Not Available in This Configuration
- Secondary Stowage System
- Engine Start /Stop
- Second Tool Circuit at Platform
- Tool Circuit Below Rotation
- Manual Throttle
- Jib Adapter
- Phase Lifting Jib Attachment
- Platform Covers

GENERAL SPECIFICATIONS

	AT40M		AT40P	
Ground to Bottom of Platform	40.0 ft	12.2 m	40.0 ft	12.2 m
Working Height	45.0 ft	13.7 m	45.0 ft	13.7 m
Maximum Side Reach	30.8 ft	9.4 m	30.8 ft	9.4 m
(@ Platform Height)	16.5 ft	5.0 m	16.5 ft	5.0 m
Stowed Travel Height Approx	10.3 ft*	(3.14 m)	10.3 ft*	(3.14 m)
Platform Capacity	400 lbs	(181.4 kg)	600 lbs	(272.2 kg)
Upper Boom Isolation Gap	38 in	965 mm	38 in	965 mm
Articulating Arm Isolation Gap	9.5 in	241 mm	9.5 in	241 mm
Lower Boom Articulation	-25° to 75°		-25° to 75°	
Articulation Arm Articulation	-3° to 74°		-3° to 74°	
Rotation	Continuous			

* Based on 40 in (1016 mm) chassis

REACH DIAGRAM



Sales: 800-958-2555
Service: 877-GO ALTEC



Altec Industries, Inc.
210 Inverness Drive
Birmingham, Alabama 35242
Phone 205/991-7733
Fax 205/408-8051

RESOLUTION NO. R-13-14

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL WORKERS, INC. (AFSCME), OHIO COUNCIL 8, LOCAL 984 (BLUE COLLAR)

WHEREAS, the City of Piqua and the American Federation of State, County and Municipal Workers, Inc. ("AFSCME"), Ohio Council 8, Local #984 (Blue Collar) 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 American Federation of State, County and Municipal Workers, Inc. ("AFSCME"), Ohio Council 8, Local #984 for the blue collar unit and for the terms as substantially attached hereto from January 1, 2014 through December 31, 2016.

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

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CITY COMMISSION CLERK

AGREEMENT
BETWEEN
THE CITY OF PIQUA
AND
LOCAL NO. 984 AND
OHIO COUNCIL 8, AFSCME
(Blue Collar)

1-01-14 – 12-31-2016

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ARTICLE 1
COOPERATION

Section 1. The City of Piqua ("City") and Local #984 and Ohio Council 8, AFSCME, ("Union") mutually agree to use their best efforts to:

- (a) serve the citizens of the City and the public in general;
- (b) achieve better understanding, mutual respect and fair dealing among the City, the Union and the employees included in the bargaining unit;
- (c) insure the efficient and uninterrupted delivery of services of the City to its citizens; and
- (d) provide a fair and reasonable method of enabling employees covered by this Agreement to participate through union representation in the establishment of terms and conditions of their employment, receive a prompt and fair disposition of grievances and establish a peaceful procedure for the resolution of all differences between the parties.

The officers of the City and the Union accept their responsibilities as guardians of the public trust, being sincerely concerned with the best interests and welfare of the citizens and employees which they represent.

Unless otherwise specified, the authorized representative of the City of Piqua for the purpose of this Agreement is the City Manager, the Human Resources Director and any other agent of the City appointed by the City Manager in his absence. When the City Manager designates someone with authority in his absence, he shall notify the Union in writing of the designation.

Section 2. The City, the Union, and each employee in the bargaining unit will cooperate to abide with all applicable laws and regulations forbidding discrimination on account of age, sex, race, color, creed, disability or national origin.

Section 3. The City agrees that this Agreement shall be applied uniformly to all bargaining unit members.

ARTICLE 2
RECOGNITION

Section 1. Recognition: The Union is recognized as the sole and exclusive bargaining agent for all regular full-time employees in the Health & Sanitation Department and its divisions, Street Department and its divisions, Water Department and its divisions, Wastewater Department and its divisions, Power Systems and its divisions, Garage, Parks, Golf Course, and Meter Readers excluding all supervisory employees, office employees, clerical employees, Police and Fire Department

employees, administrative employees, Engineering employees, the present position of Instrument and Signalization person and inspectors. No supervisor or bargaining unit employee shall enter into any agreement which is inconsistent or contrary to the terms of this Agreement.

Section 2. Deduction of Union Dues: During the period this Agreement is in effect, the City will deduct regular union dues from the wages of employees who individually and voluntarily authorize and direct such deductions on forms approved by the City and supplied by the Union. The authorization and direction shall be irrevocable for a period of one year or for the remaining period of the applicable collective bargaining agreement between the City and the Union, whichever shall be shorter, and shall be automatically renewed and irrevocable for successive periods of one year or for the period of each succeeding applicable collective bargaining agreement between the City and the Union, whichever shall be shorter, unless written notice to revoke such authorization is given by the employee to the City not more than 40 days nor less than 10 days prior to the expiration of any such one-year period, or the expiration of any such collective bargaining agreement. The Union shall hold the City harmless from any liability arising out of any action taken by it or omitted by it in compliance with or in an attempt to comply with the provisions of this Section. Union dues shall be transmitted to the Union by the City within 10 days from the date the deduction was made.

Section 3. Fair Share Fee: All employees, who do not become members in good standing of the Union, shall pay a fair share fee to the Union effective 60 days from the employee's date of hire as a condition of employment. The fair share amount shall be certified to the City by Ohio Council 8 or the Secretary-Treasurer of the Local Union, in writing, but shall not be an amount larger than the dues amount paid by members, as provided in Ohio Revised Code 4117.09 (C). Deductions of the fair share fee from any earnings of the employee shall be automatic and shall not require written authorization for payroll deduction. Payment to the Union of fair share fees shall be made in accordance with procedures for delivery of regular dues deductions as provided in this Agreement.

Section 4. Assurance of Legal Compliance: Ohio Council 8 and Local 984 each assures the City and promises that they will comply with all applicable substantive and procedural legal requirements in connection with the Fair Share clause (Article 2, Section 3) as determined by the United States Supreme Court. This includes a notice to all Fair Share fee payers at least once a year, giving them all information required, and providing Fair Share fee payers procedures for contesting their share as required by applicable law.

Annually, upon issuance, Ohio Council 8 and Local 984 will provide the City with a copy of the Fair Share fee notice. They will also provide to the City, upon request, any additional information which is relevant and necessary for the City to determine compliance with the law and to carry out the City's obligations on behalf of its employees, to assure their constitutional rights as between the City and its employees. The failure of the Union to carry out their obligations does not relieve the City of the

responsibility it must bear by law towards those employees. The City will take all steps required by law to carry out those responsibilities.

As between the Union and the City, the Union will reimburse the City for any losses it incurs by reason of the Union's failure to carry out its obligations under the Fair Share Fee clause.

ARTICLE 3 **MANAGEMENT RIGHTS**

Section 1. Management has the right and responsibility to:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, or discharge for just cause, or lay off, transfer, assign, schedule, demote, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the public employer as a unit of government;
8. Effectively manage the work force; and
9. Take actions to carry out the mission of the public employer as a governmental unit.

The City agrees to discuss any proposed layoff with the Union before taking such action. The Union agrees that all other management rights and responsibilities not specifically modified by this Agreement shall remain the exclusive function of the City.

Section 2. No Strike/No Lockout: There will be no strikes of any kind, including sympathetic strikes, during this Agreement, whether for foreseeable or unforeseeable reasons. "Strike" includes any work stoppage, slowdown, picketing, or any other concerted activity, or attempt at concerted activity, which would interrupt or limit the

performance of services. Neither the Union nor any employee will encourage, authorize, participate in or condone any strike.

The Union will use its best efforts to prevent any violation of this Section and to terminate any violation should one occur. If a violation of this Section occurs, the Union will publicly denounce the strike, and will provide the City with written notice that the strike is not authorized, is in violation of this Agreement, and is not to be honored. If the Union carries out its obligations under this Section, it shall have no financial liability for any such violation.

The City shall have the right to discharge, demote, suspend, or in place of suspension to cause the forfeiture of a like number of days of paid vacation or holidays, or otherwise discipline employees for violation of this Section. Employees so disciplined shall have recourse to the grievance and arbitration procedure, but the discipline imposed shall not be overturned unless the employee is found innocent of any violation, and the arbitrator shall have no authority or jurisdiction to reduce or modify discipline, except upon such a finding of innocence.

In the event of a claim by the City of a violation of this Section, written or electronic notice shall be given to the Union. The City may seek appropriate court relief or may at its option request the Federal Mediation and Conciliation Service to appoint an arbitrator to hear and decide the claim on an emergency basis. The hearing shall be held within 48 hours or as soon after that as possible. The parties may not file and the arbitrator shall not receive post-hearing briefs with respect to the issuance of an immediate restraining order. The arbitrator shall rule from the bench and, if he finds that this Section has been violated, he shall immediately issue an award prohibiting continuation or resumption of the strike. The arbitrator shall have the authority to continue the hearing and to request post-hearing briefs with respect to the issue of damages.

The City shall engage in no lockout during the term of this Agreement. If the Union claims a violation of this section, the arbitration procedures in the preceding paragraph will apply.

ARTICLE 4 **UNION BUSINESS**

Section 1. The Union shall certify in writing to the City the names of the stewards which shall not exceed one for each department or division within the bargaining unit. The Union may also certify the names of alternates who may act in the absence of the steward, and shall designate the order of such alternates so to act. These certifications shall be kept current by the Union at all times, and they shall be verified on an annual basis.

Section 2. All Union business shall be conducted on the employee's own time, and not on time paid for by the City. The only exception will be grievance meetings between the City and the Union representatives specified in the grievance procedure (but not

including arbitrations), where the City and the Union both agree to hold such meetings during working hours, discipline or discharge meetings conducted under Article 14, Section 3, and such necessary time (not to exceed 15 minutes per shift) spent in drafting, investigating, and filing grievances, in which cases employees shall be paid for regularly scheduled hours which are lost through necessary attendance at such meetings or in connection with such activities. This 15 minutes may be extended an additional 15 minutes by supervision; neither a Union officer nor a supervisor shall take improper advantage of the other. No City equipment, including printing equipment, radios, and City transport, shall be used for Union business, except that such limited use of vehicles or communications equipment as may be necessary to enable Union representatives to perform legitimate Union functions during working hours not otherwise prohibited, shall not violate this general prohibition. The Local President, or an alternate appointed by him, will receive pay for regular working time lost for actual attendance at an arbitration.

Section 3. Duly authorized officers or representatives of the Union, employee or non-employee, may consult in the various assembly areas of the departments or the divisions before the start of and at the completion of any shift's or crew's work. Union officials shall have the right to visit the City's plants, yards, warehouses or work sites during work hours for the purpose of adjusting or investigating grievances, assisting in the settlement of disputes, and for the purpose of insuring that the aims and provisions of the Agreement are properly followed. On any such visit, the Union official shall first apply to the appropriate supervisor, who may be another member of management if the immediate supervisor is not available, for permission, which shall not be arbitrarily denied. This privilege is extended subject to the understanding that work assignments are not, in fact, interfered with. Employee Union officials shall also seek permission from their own supervisor, or another member of management if the immediate supervisor is not available, before leaving their place of work to investigate a grievance.

Section 4. Bulletin Boards: The City will continue to provide the existing bulletin boards. They will be for the exclusive use of the Union. The City will provide reasonable space on other bulletin boards in other work areas for the exclusive use of the Union. Neither the Union nor anyone else will use the bulletin boards to bad-mouth the City.

ARTICLE 5 **WAGES**

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

Section 2. Steps: Each of the various pay ranges shall be divided into steps. Time in grade for each step before the employee is eligible for a step increase shall be six months.

Step raises will be given as provided by applicable City ordinance or personnel regulations. Each employee's performance will be rated by their 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 also shall be considered for placing probationary employees into permanent status and for promoting or transferring employees into new classifications. An employee denied a step increase may request a reevaluation after 90 days from the denial of the step increase.

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 a reevaluation after 90 days from the date of their 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. It is recognized that satisfactory performance is a requirement and that unsatisfactory performance may result in denial of a step increase or disciplinary action.

Section 3. Uniforms: The City will either rent or purchase 11 uniforms (providing for a daily change under normal circumstances) and 2 jackets and raingear as identified by the City containing an identifiable City logo for each member of the bargaining unit. Each employee must wear his uniform at work and will not wear it any other time except going to and coming from work. The City shall reimburse an employee for approved, type of work boots each year, up to \$200 upon receiving a receipt from the employee.

Section 4. Temporary Transfer: When an employee is performing a higher rated job temporarily 4 hours or more, the employee shall receive pay at the next higher step for the full shift.

Section 5. Personal Cars: Employees who are requested by their supervisor to use their personal car in the performance of their duties will be compensated. Monthly mileage reports must be filed and approved before payment will be made. No employee shall be required to use his personal car in the performance of his duties.

Section 6. Call-In Pay: Call-in pay is for work performed by an employee who has been called to duty at a time other than that employee's scheduled shift or workday. Employees so called Monday through Saturday shall be compensated with a minimum of 3 hours pay at their regular rate of pay, and 4 hours at regular rate of pay on Sunday. If more than two hours are required to complete the work for which the employee was called in, such employee shall be compensated for the hours actually worked at time and one-half their regular rate, except where double time applies. If an employee is recalled within two (2) hours of the start of a previous call-in, it will be considered a continuation of the previous call-in and will not constitute an additional call-in. There shall be no pyramiding of call-in pay or premium pay.

Section 7. On-Call Status: On-call status shall exist when an employee or employees are ordered to make themselves readily available for emergency reasons by telephone or electronic device and are within a reasonable distance of the City of Piqua. Employees on on-call status shall be compensated 4 hours pay at the regular rate for each 24 hours scheduled in such status and proportionately for hours less than 24.

If an employee is assigned on-call status and becomes unavailable, the employee is required to notify the departmental supervisor or acting supervisor on duty immediately.

Section 8. Stand-By Status: Stand-by status shall exist when an employee receives orders from a supervisor to report or stay at any base of operation or other prescribed work site. All hours thus assigned, whether work is performed or not, will be considered hours worked and employees will be paid accordingly.

Section 9. New or Changed Jobs: In the event that a new job is created, or an existing job is so changed as to necessitate a change in wage rate, the City shall establish a temporary rate and shall promptly proceed to meet with the Union to negotiate a permanent rate. Whenever possible, the Union shall be given advance notification of the job. If no agreement can be reached, regarding the wage rate, within 30 days, the City shall place a rate in effect, provided, however, that any revision of this rate later agreed upon (including any individual rate adjustment made as a result of negotiations for the next subsequent contract) shall be fully retroactive. In no event shall the establishment or revision of wage rates be subject to the grievance or arbitration procedure.

Section 10. Shift Premium: Employees who work the second shift shall receive an additional premium of \$.40 per hour for work on this shift. Employees who work the third shift shall receive a premium of \$.45 per hour for work on this shift. The second and third shifts are those with a regularly scheduled starting time between noon and 6:00 a.m.

Section 11. License Requirement: The cost of a license or certification that the City requires of an employee for his or her regular classification will be paid by the City. An operator's license for the operation of motor vehicles is excluded from this provision.

The job classifications requiring employees to possess a valid commercial driver's license (CDL) are designated in Appendix B.

Any employee holding a classification requiring a commercial driver's license, who does not possess the license, or whose license is suspended, or revoked or cancelled, will be removed from the classification. If the City determines that no other suitable position is available, the employee shall be laid off, without bumping rights, and shall have recall rights pursuant to Article 12 only if and when the employee's license is restored.

The City will reimburse any employee for the cost for obtaining and renewing a commercial driver's license including the necessary endorsements. An employee who fails an examination shall not be reimbursed for any examination costs. An employee who obtains or renews a commercial driver's license will be reimbursed even though the employee is in a classification that does not require the license. An employee who obtains or renews a commercial driver's license and is reimbursed by the City shall be subject to the random drug testing required of other employees who possess a commercial driver's license even though the employee is in a classification that does not require the license. However, employees shall be required to be on the voluntary call-out list to receive reimbursement for a CDL when the CDL is not required for their job description.

Section 12. Lineman Apprenticeship Program: The City of Piqua will continue its Apprentice Electric Line Worker program. The program has been approved and certified by the Bureau of Apprenticeship Training.

The apprenticeship program is a four-year program. There are eight steps and each step will require approximately eighteen weeks to complete. Each step must be completed in order to progress to the next step.

The Power Distribution Manager or other individual selected by the City of Piqua will serve as program administrator. The administrator shall be responsible for administration of the program and shall serve as the training coordinator. The administrator's duties include, but are not limited to, administering tests/examinations, scheduling classes, maintaining records and preparation of reports.

Apprentice Line Workers will be promoted to Journeyman Line Worker upon successful completion of the apprenticeship program.

The City will bear the full cost of tuition, books and educational material for the apprenticeship program. Employees will not be compensated for activities/time outside of scheduled work hours for participation in the apprenticeship program.

The Apprenticeship Committee shall be continued. It shall have five members which shall be the administrator plus two representatives from the City and two representatives from the Union. This Committee will meet at least once every six months. The Committee shall have the authority to recommend to the City Manager the suspension or cancellation of the Apprenticeship Agreement of the apprentice at any time for any of the following reasons:

- (1) Inability to learn;
- (2) Unreliability;
- (3) Unsatisfactory work;
- (4) Lack of interest in work or education;
- (5) Improper conduct;

- (6) Failure to attend assigned classroom related training instruction classes regularly; or
- (7) Violations of any provisions of the collective bargaining agreement.

The Committee shall notify the apprentice to appear before the Committee for a hearing before recommending suspension or cancellation of the Apprenticeship Agreement. If the apprentice fails to appear before the Committee, such action as the Committee might recommend must reflect that the decision was the result of Joint Committee action.

An apprentice, who enters the program and is later removed from the apprenticeship program or voluntarily withdraws from the program, will be assigned to another classification in accordance with the layoff provision of the collective bargaining agreement.

Section 13. Mutual Aid Pay: Employees who participate in mutual aid to other requesting jurisdictions, shall be paid time and one half for the initial sixteen hours of work and all hours thereafter shall be paid at double time. Mutual aid shall be separate from the departmental overtime list, and when worked or passed shall not count as an opportunity on the departmental overtime list.

Section 14. Water, Wastewater, and Underground Utilities: Water, Wastewater and Underground Utility Department operators are afforded an opportunity to advance from Operator to Operator I, II and III through EPA certification.

The City will bear the cost of tuition, books and educational materials one time for the schooling and examination in each classification with prior approval by the Department Head or Superintendent. Should the employee fail the test for the required certification, it is the sole responsibility of the employee to pay for any retake of the test. Employees will not be compensated for activities/time outside of scheduled work hours for classes and examinations that is not required for the job. With supervisor approval, a second or third shift employee may request that his normally scheduled shift be traded for first shift on the day of the examination or for classes.

An operator shall obtain his respective class I certification as required by the Ohio EPA within two (2) years from date of employment within the water, wastewater or underground utilities department.

When an operator has successfully completed a new certification, he or she shall be promoted to the corresponding position in Appendix A of this contract.

Section 15. Time Changes: When a change occurs in daylight savings time or standard time, an employee will be paid for actual hours worked on the day in which the time change occurs.

ARTICLE 6
HOURS OF WORK AND OVERTIME

Section 1. Work Week and Pay Period: The normal work week shall consist of 8 paid hours per day, 5 days per week, Monday through Friday, plus an unpaid half-hour lunch break, except where "straight eight" or other scheduling normally applies. The employee shall receive two paid rest periods of 15 minutes each, one in the first 4 hours of work and one in the last 4 hours of work, subject to the scheduling requirements of management. Overtime applicability is based on the work week period, unless otherwise stated in this Agreement. The pay period is from 12:00 A.M. on Monday through 11:59 P.M. the following Sunday.

Operations employees are required to "overlap" shifts to the extent necessary for proper communications with respect to all operational information between relieved and relieving crews. Time for required overlap will be paid as applicable under federal wage and hour rules.

No continuous outside work shall be required when the temperature is 10 degrees F or below, except during emergencies. This provision shall apply to all departments. Even in emergency circumstances, employees shall be permitted to warm themselves at reasonable intervals.

Determination of starting time shall be made by the City and schedules may be changed by the City from time to time to suit varying conditions of the various departments provided, however, that indiscriminate changes shall not be made in such schedules and provided further that changes deemed necessary by the City shall be made known to the employees one week in advance of such change. A change resulting from unanticipated absenteeism or unanticipated overtime are not schedule changes, but as much advance notice of changes in working hours will be given in such situations as is reasonably possible. An employee designated or functioning as a relief person may be assigned to any shift to fill in for an absent employee. The employer will give an employee a minimum of four calendar days notice before changing the employee's schedule.

Interpretation: An "indiscriminate" schedule change would include, for example, requiring a Monday-to-Friday employee to work a Saturday instead of a weekday to avoid overtime premium, even if more than 7 days notice is given. The same would be true of a shift worker with a shift schedule, where that schedule was changed in a similar way to avoid overtime premium.

Section 2. Overtime: Employees shall receive time and one-half their regular hourly rate for hours of work in excess of 8 consecutive hours worked (except where employees have mutually agreed to trade shifts) and in excess of 40 straight time hours worked in any work week (except where double-time applies). There shall be no pyramiding of overtime. Shift work employees on continuous operation shall receive double their regular rate for hours worked in excess of 48 hours in any week and other

employees shall receive double their regular rate for work on Sunday. Employees may earn compensatory time in lieu of overtime up to 40 hours per year.

When an employee transfers into a different department, that employee shall be charged with the average number of overtime hours for the classification in the department into which the employee is transferring. Overtime will be divided as equally as possible among qualified employees of like classification. The supervisor will post a chart showing overtime hours in the calendar year to date including those hours available but not worked due to absence or other reasons. The qualified employee with the fewest overtime hours charged against him will be the first assigned to overtime. The City need not use an employee from a different shift. The City may assign weekend overtime to an employee on on-call status if the employee on on-call status is the lowest on overtime. Voluntary overtime will not be used to deny overtime to employees within their regular departments.

a. Voluntary Overtime: The City Manager or designee will keep a single voluntary overtime list for all employees who volunteer to work overtime outside of their regular department. Voluntary overtime will be offered first to the employee with the lowest number of voluntary overtime hours. This voluntary overtime list will be updated daily. The City shall provide the President of the Local Union a copy of each updated voluntary overtime list.

b. Call-in Procedures for Overtime

(1) When employees are needed for overtime after their regularly scheduled shift, Management shall call any and all employees in for the overtime assignment Monday through Friday at 11:59 p.m.

When employees are needed for overtime after their regularly scheduled shift, the assigned Wastewater employee shall call any and all employees in for the overtime assignment after supervisor approval from 12:00 a.m. Saturday until Sunday at 11:59 p.m.

(2) Regardless of the department the employee called in for overtime works for, he shall report directly to the department that the overtime assignment belongs and clock in and out at that department.

(3) If automated time clocks are not available at the department where the employee can clock in and out using his employee ID number or his fingerprint, Management shall make available blank time cards for use.

(4) The overtime list shall be maintained on a shared network drive and the AFSCME President shall have viewing access of the overtime list.

(5) Management shall update the overtime list daily Monday through Friday and shall update the list by 9:00 a.m. Monday morning after using the list on a

weekend. Because the overtime list cannot be updated from a weekend event, no grievance shall be filed for a passed over employee. In this situation, the Employer shall follow Section 2(c)(5).

(C). Employer and Employee Responsibilities

- (1) An employee is permitted to work 16 consecutive hours inclusive of his regular hours before he must be off for a period of eight hours with the only exception being an extreme emergency as approved by the City Manager.
- (2) When called in for overtime, the employee shall inform the Manager on duty or who is responsible for the overtime event how many hours he has available to work within his 16 hour allotted timeframe.
- (3) An employee's normal work hours shall take first priority over voluntary overtime.
- (4) If an employee is called as next in line on the overtime list and does not respond for any reason other than scheduled time off such as personal time, sick time or vacation, that number of hours of the overtime event shall be counted against the employee.
- (5) Should an employee inadvertently be passed on the overtime list, that employee shall be the next employee called for the next overtime event and will be eligible for the number of overtime hours he would have worked had he not been passed over.
- (6) All overtime shall be tracked by hours rather than number of events.

Section 3. Part-time, Seasonal and Temporary Employees: Part-time employees are defined as employees who work less than 30 hours per week.

Seasonal and temporary employees are defined as employees hired to work 6 months or less per calendar year (but in no case more than 6 consecutive months), except golf course employees hired to work nine months or less per calendar year (but in no case more than 9 consecutive months).

ARTICLE 7 **HOLIDAYS**

Section 1. 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. If the City voluntarily grants another bargaining unit an additional holiday, such holiday will also be recognized under this Agreement. An

additional holiday ordered by a conciliator will not be considered voluntarily granted by the City under the preceding sentence.

Section 2. For employees who normally work Monday through Friday, 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 section, the 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.

Section 3. 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 leave of absence with pay (including paid funeral leave under Article 9, Section 8), shall be considered as working their regular scheduled day for purposes of this Section.

Section 4. Eligible employees who are not scheduled to work on a designated holiday shall be paid for 8 hours of work at applicable straight time (holiday pay). Eligible employees who work on a designated holiday shall be paid their holiday pay, plus double their regular rate of pay for all hours actually worked. Only holiday hours actually worked will count toward overtime pay.

Section 5. Personal Leave Days: On January 1st, after one (1) full year of service with the City, each permanent employee actively at work will receive 5 personal leave days per year. Employees with less than one year's service with the City on January 1st shall receive a pro-rated amount of personal leave. Personal leave days can only be taken at a mutually agreeable date. The City's consent will not be unreasonably withheld. The City shall give the employee a copy of the denial or approval of request forms for use of personal leave days. Personal leave days not taken by the following January 1st will be forfeited. If the employee does not use any personal time within a calendar year then the employee may cash out three personal days per year.

ARTICLE 8 **VACATIONS**

Section 1. After one full year's service, each permanent employee will receive 2 weeks vacation with full pay, 3 weeks annual vacation with full pay after 8 years continuous service, 4 weeks annual vacation with full pay after 15 years continuous service and 5 weeks annual vacation with full pay after 25 years continuous service.

Vacations must be scheduled 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. In the case of retirement, resignation, disability, dismissal, or death, vacation credit will be prorated according to the terms listed below:

- (a) Employees entitled to 2 weeks shall be paid .8333 days for each full month worked beyond his anniversary date.
- (b) Employees entitled to 3 weeks shall be paid 1.25 days for each full month worked beyond his anniversary date.
- (c) Employees entitled to 4 weeks shall be paid 1.6667 days for each full month worked beyond his anniversary date.
- (d) Employees entitled to 5 weeks shall be paid 2.0833 days for each full month worked beyond his anniversary date.
- (e) For vacations requested after the January scheduling period, the City shall give an employee a copy of the approval or denial of the employee's request for vacation time within 10 working days.

Subject to scheduling requirements and approval by the City, department seniority shall determine which employees have first choice of vacation days (including vacation time which falls on a holiday), provided such choices are made during the month of January in the year the vacation date is selected. After January, department seniority shall no longer control and the first to apply shall have first choice. If the City cancels an employee's scheduled vacation with less than 30 days notice, and without the employee's agreement, the employee will receive an extra \$.50 per hour for time worked during a period of canceled vacation.

An employee's request to change that schedule or to add unscheduled vacation will be considered only if at least one week's notice is given and will be granted as scheduling permits.

Section 2. The City Manager may, in special and meritorious cases, permit an employee to accumulate and carry over vacation leave to the following anniversary year. Written notice of this will be given to the Local President.

Vacation not used within the current entitlement period will be forfeited, unless approved for carryover to the next entitlement period by the City Manager.

An employee may not take more than 3 weeks of vacation at any one time, except an employee who is retiring may use up to 6 weeks of vacation immediately before his retirement date. The City Manager may, in special and meritorious cases, permit an employee to take additional available weeks of vacation at the same time.

Section 3. An employee who is entitled to a vacation of two or more weeks per year may convert up to forty (40) hours of vacation to cash. The employee must notify the City at least two weeks before he wishes the payment and no later than November 15 of each calendar year.

Section 4. No employee will be denied a vacation requested during the January seniority scheduling period because the employee's supervisor has scheduled vacation for the same time period.

Section 5. An employee may receive the employee's direct deposits for a vacation period the payday before the employee's scheduled vacation by submitting a written request to the accounting department at least two weeks before that payday.

ARTICLE 9 SICK LEAVE

Section 1. Accumulation and Use of Sick Leave. Permanent employees shall accumulate sick leave credits on the basis of 10 hours for each completed month of service. 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. Unused sick leave shall be cumulative up to and including 1440 hours for use as 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 the 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.

Probationary employees shall become eligible to receive paid sick leave after completion of 60 calendar days of employment.

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 granted paid sick leave up to one year's credit (120 hours) when needed and requested.

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. The City shall give the employee a copy of the approved or rejected absence slip. The Union agrees to support the City in its efforts to control the misuse of sick leave.

Section 2. Conversion of Sick Leave to Cash.

(A) Annual Conversions

An employee who has accumulated four hundred eighty (480) hours sick leave pay may convert hours in excess of four hundred eighty (480) hours, up to forty (40) hours to

cash per year. An employee who has received more than twenty-four (24) hours of unexcused absences during the year ending October 31st shall not be eligible to convert sick leave to cash for that year. The conversion will be on the basis of one hour of sick leave for each hour of pay at the employee's rate for the pay period ending on the last Sunday in October of each year. The conversion can be made in November and the employee must request conversion no later than November 30th of the calendar year. Sick leave converted to cash is sick leave that was earned in prior years.

(B) Conversion on Termination of Employment

Accumulated sick leave up to 960 hours will be payable upon termination of employment (except discharge for any conviction of theft or felony offense) on the following formula:

Less than 8 years service, no conversion.

8 years to 15 years of service, one (1) hour's pay for each three (3) hours of accumulated sick leave.

16 years to 25 years service, one (1) hour's pay for every two (2) hours of accumulated sick leave.

Over 25 years of service, one (1) hour's pay for every one (1) hour of accumulated sick leave.

(C) Conversion on Retirement or Death

There shall be payable to an employee, upon retirement in accordance with the provisions of the Public Employees Retirement System of Ohio 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 PERS benefits, payment for all accumulated sick leave up to and including 1440 hours (720 hours for employees hired after September 15, 2003). 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.

Conversion of unused sick leave credited to employees who receive retirement or death benefits shall be on the basis of one (1) hour for each one (1) hour accumulated up to the applicable maximum. Conversion of unused sick leave credited to employees who are permanently laid off shall be on the basis on one (1) hour for each one (1) hour accumulated up to a maximum of 960 hours (480 hours for employees hired after September 15, 2003).

Contributions to PERS will be made on sick leave converted to cash should PERS require contributions. PERS will determine if contributions are to be included in the calculation of average wage.

(D) Conversion for New Employees

For employees hired after September 15, 2003, 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 any theft or felony offense), on the same conversion formula applicable to employees hired before the effective date of this Agreement. Upon retirement, the employee shall also be paid for accumulated sick time, at the current hourly rate, for hours earned above 720 hours up to 1560 at the rate of 1 for 3, for a combined total of up to 1000 hours.

For employees hired after October 1, 2011, unused sick time shall be cumulative up to and including 480 hours for retirement and death benefits, and shall be cumulative up to an including 480 hours upon other termination of employment (except for dismissal for conviction of any theft or felony offense), on the same conversion formula applicable to employees hired before October 1, 2011. 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.

Section 3. Attendance Rules

Good attendance is a requirement, not an option. The following rules shall cover attendance.

(A) **Excused Absences:** Absences covered by the Family and Medical Leave Act shall be excused. The following absences shall also be excused. Necessary absence for medical or dental appointments scheduled in advance for the employee or the employee's immediate family will be excused if the employee has given the City full advance notice and has cooperated fully in arranging the date and time of the appointment to be as little in conflict as possible. A doctor's certificate is required for verification if the employee is absent for 3 work days or more. Absence due to compensable injury or to a disability accompanied by hospital admission will be excused. Necessary absence for illness or injury of an employee or the employee's immediate family will be excused providing the employee properly notifies the City of the absence, presents satisfactory medical evidence showing the employee was unable to work (in the case of an absence of three or more days or when required by the City) or that an immediate family member was treated and the employee was needed to care for the family member. Paid funeral leave, paid jury duty, paid holidays, paid vacations, paid personal leave days, military leave, and absence covered by formal leave of absence will be excused.

(B) **Unexcused Absences:** Unexcused absence of more than five (5) days of scheduled work in any 12 months is excessive. All unexcused absence over five (5) full days of scheduled work in 12 months, except as excused under paragraph (A), will be handled as follows:

- 6th day written warning
- 7th day 3 day suspension
- 8th day discharge

An absence of less than eight (8) hours will count pro rata.

(C) Attendance Credit: An employee with 9 or more consecutive months of perfect attendance will have a cushion of one unexcused absence before being counted. An employee with 12 consecutive months within an individual calendar year commencing January 1 of perfect attendance will receive 8 hours pay at the employee's regular rate of pay. Perfect attendance is defined as paid time off or regular hours worked, excluding sick time, but not time off covered by the FMLA.

(D) Notification: To notify properly of absence, an employee shall notify the City as far in advance as possible, but no later than the start of his shift. The only exception to this is where an employee is unable to give such notification, in which case, the employee shall notify the City as soon as possible. If an employee is unable to reach any other working number in advance of his starting time, he shall call the number designated by each department and leave specific details of the expected absence.

Failure to notify properly of absence:

1st day: written warning

Within a 12-month rolling period, 2nd occurrence: 3 day suspension

Within a 12-month rolling period, 3rd occurrence: discharge

(E) Tardiness: Tardiness on more than two (2) days in any 12 month rolling period is excessive, and will be handled as follows:

- 3rd day first written warning
- 4th day final written warning
- 5th day 3 day suspension
- 6th day discharge

Section 3. Sick Leave Donation

- A. All available time (sick time, personal and vacation time) is to be exhausted before being eligible to receive donations of sick time.
- B. The recipient will receive donated hours on an as required, hourly basis only.
- C. 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.
- D. 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.
- E. Hours donated will be used in the order in which they are received.

Section 4. Injury Pay: If an employee 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 employee shall continue to receive his full weekly rate of pay from the City for the first 6 months following the date of injury. Such payments shall take the place of the employee's receipt of temporary total disability payments from the Bureau of Workers' Compensation. The City may require the employee to perform any duties within the limitations of such injury or illness.

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.

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 selected and paid for by the City. If the employee does not agree with the results of the City's examination, he 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.

Section 5. Satisfactory medical evidence is required whenever sick leave is requested for three days or more. The City may require satisfactory medical evidence when sick leave is requested for less than three days if the employee has been absent on sick leave without satisfactory medical evidence on five days within a calendar year. Sick leave is to be used only for illness or injury; dishonesty in connection with sick leave is just cause for disciplinary action.

Section 6. Satisfactory medical evidence is medical evidence that supports the use of sick leave. It may include a note from a doctor, a chiropractor, a nurse-practitioner or other health care provider. To provide a uniform interpretation across departments, whether medical evidence is satisfactory will be determined by the Director of Human Resources, subject to the grievance and arbitration procedure.

Section 7. 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. An employee working on the second or third shift shall be excused from their scheduled work hours when he/she serves five or more hours on jury duty.

Section 8. Funeral Leave: An employee shall be paid for 8 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, child, grandparent, grandchild, brother or sister (including 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 acceptable to the City is required before payment of funeral leave. Examples of proof acceptable to the City include, but are not limited to one of the following: memorial service program, newspaper obituary, memorial card, or documentation provided by a funeral home.

ARTICLE 10 **LEAVE OF ABSENCE**

Section 1. 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.

Section 2. An employee who has exhausted FMLA leave and accumulated sick leave benefits may be granted a medical leave of absence without pay by the City Manager for up to a maximum of one year. 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.

Section 3. The City shall grant military leave and reinstatement as required by law.

Section 4. The City Manager may require an employee to submit to a medical examination by a physician selected by the City before the employee is granted a leave of absence, granted an extension, or permitted to return to work. Any such medical examination will be paid for by the City. A copy of the medical report will be furnished when requested by the employee.

Section 5. No more than two (2) employees may be granted a leave to attend Union conventions or similar functions, subject to the following conditions. Such leaves must be scheduled as far in advance as the employee has knowledge of the proposed absence. All such leaves are subject to their being reasonable in length, frequency and impact upon the City, and the City may deny such leaves if they are not reasonable in any of these respects. Employees may use vacation time for such leaves, or may take such leaves without pay if, and only if, no vacation time is available.

ARTICLE 11 **INSURANCE**

Section 1. Health Insurance.

(a) Benefits Offered. The City will offer health insurance benefits throughout the term of this Agreement as federal and state law requires. 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.

The City shall select the carrier for the HDHP annually after consulting with the Insurance Committee. The City will maintain comparable coverage for the duration of this Agreement. Comparable coverage shall mean that the City shall solicit quotes annually from up to three carriers and request standard products which most closely match the plan design then in effect. Exact match of plan design need not be obtained.

Bargaining unit employees shall be offered the same benefits on the same terms applicable to the City's unrepresented employees.

(b) HSA Reimbursement. An employee may be reimbursed up to a maximum of \$400 if on a family plan and \$200 for a single plan for 2014 and up to a maximum of \$1,000 on a family plan and \$500 on a single plan 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 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.
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.

Reimbursement for 2015 and 2016

Eligible Activity	Amount Reimbursed	Special Conditions
Biometric Screening Event	\$400	Eligible for reimbursement once each calendar year.
Health Risk Assessment	\$100	Eligible for reimbursement once each calendar year.
Wellness Coaching	\$100	Wellness Coaching is as indicated by the Health Risk Assessment. Eligible for reimbursement once each calendar year.
Registering on health insurance website	\$100	Eligible for reimbursement once each calendar year.
Flu Shot	\$100	Must be received at the City. Eligible for reimbursement once each calendar year.
Exercise	\$100	90 minutes of physical activity per week for each 8 week period completed. Forms must be completed and turned in to Human Resources. The forms are available at HR
BP of less than 130/80 Cholesterol of less than 200 mg BMI of less than 25	\$200	To qualify for reimbursement, the employee must meet two of the three categories.

Prescription Medications	\$100	Employee must switch from brand medication to generic. Must begin only in January and continue for the calendar year. Eligible for each prescription changed.
Prescription Medications	\$50	Employee must switch from brand medication to generic. Must be for a consecutive six month period. Eligible for each prescription changed.
Cessation Program	\$100	Employee must complete a program as approved by the HR department and successfully have stopped smoking for a consecutive 6 month period. Employee will be subject to random testing to verify continued success. Eligible for reimbursement only one time during employee's tenure and at conclusion of 6 month period.

(c) Insurance Committee. The Union shall designate 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.

(d) Cost Sharing. For the 2014, 2015 and 2016 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 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 of \$2,000 for those eligible for family coverage and \$1,000 for individual coverage.

Section 2. Life Insurance. The City shall provide and pay the necessary premium for group life insurance in the amount of \$50,000 for each employee covered by this Agreement.

Section 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 12

SENIORITY, LAYOFF, CALLBACKS AND PROMOTIONS

Section 1. Seniority or length of service means the employee's length of service with the City since his last date of hire, except as otherwise provided in this Article.

All new full-time employees shall be considered probationary employees for a probationary period of 180 days worked from the date of their employment. Any probationary employee may be discharged at any time during said period and such discharge shall not be subject to review or the grievance procedure. No seniority shall accrue until an employee has been accorded regular permanent status, however, at the completion of the probationary period, the employee's seniority shall date back to the date of employment. The new hire probationary period may be extended only by mutual consent of the Union and the City.

For the purpose of this Agreement, there shall be three types of seniority:

1. Job Seniority: Described as the total length of active service in a specific job classification as a permanent employee. (When an employee is regularly assigned to more than one classification, then job seniority shall run with the highest classification regardless of pay level).
2. Department Seniority: Described as the total length of service presently within a department of the City since the employee's first day of employment with that department.
3. City Seniority: Described as the total length of service with the City since the employee's first day of employment with the City regardless of classification or department or division.

Section 2. 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 classification of the employment in which reduction shall be made and 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. Within each affected classification, all part-time and seasonal employees shall be laid off before probationary employees and all probationary employees before permanent employees. The City shall discuss any proposed layoff with the Union before taking such action. When an employee has been removed from his classification, he may displace another employee (including a seasonal, part-time, or temporary employee) in an equal or lower paying job classification if the employee to be displaced has less seniority. When an employee displaces another employee under this Section, he must be able to perform the work required during a trial period for the first sixty days worked if this is a position he has not previously held. If at any time during this trial period, the employee fails to perform satisfactorily, the City may remove him from the job and shall then place him otherwise in accordance with the provisions of this Section. If an employee cannot otherwise retain a full-time job under this Section and is subject to layoff, he shall be entitled to displace the least senior employee in a classification for which he is presently qualified.

The use of part-time employees or outside contractors for performance of work which has been or could be performed by employees shall be at the discretion of the City provided such action does not result in the layoff of any employee in the bargaining unit.

When an employee bumps down into another classification, he shall receive pay at the step in his new classification which is closest to, but not higher than, the employee's previous pay rate.

Section 3. Call Back: When there is a callback, those who have been laid off shall, for a period of time not to exceed their length of seniority, be eligible to be called back to work on the same principles as are applied in cases of layoff, if they are still available. If any employee called back notifies the City within 20 calendar days (from when the City sends him notice by registered letter) that he is not immediately available, his name shall be placed upon re-employment eligibility lists for future employment, where it shall remain for a period of 24 months at which time, if not available, it will be dropped from the list. Employees on layoff shall be recalled to their previous jobs in the bargaining unit prior to the hiring of new employees for such jobs.

If after having been laid off, an employee is notified by the City to return to work on a specified date (which shall be not less than 2 weeks after notice is received by registered letter at his last known address), he has 20 days from receipt of notice to notify the City of his intention to return, after which time the City is no longer obligated to re-hire said employee.

Section 4. Reinstatement: Any employee who resigns voluntarily may be reinstated upon application to any position in the same class and salary if there is a need for his services within 2 years after the date of his resignation upon the recommendation of the supervisor and at the discretion of the City Manager.

Section 5. Job Bidding: In the event of a vacancy within the bargaining unit, a notice shall be posted for three (3) working days on the bulletin boards of all departments in the bargaining unit, and in such other locations as the Human Resources Director determines necessary, advising employees of this vacancy. The Human Resources Director shall send a copy of the notice to the President of the Local Union. If an employee wishes to be considered for a permanent transfer to such vacancy, he shall fill out a request for transfer with the City within three (3) days of the date of the posting.

When a vacancy occurs, the City will interview all employees who have filed a request for transfer to that vacancy. The City shall consider the length of service, the quality of the work record and the ability to perform the work required. To be qualified for transfer to the vacancy, the employee must satisfy the minimum posted requirements, must have received no discipline during the last 6 months, and no suspension during the last 12 months. A disqualification based on discipline less than a suspension may be waived at the discretion of the Director of Human Resources for the purpose of increasing the number of qualified candidates.

The most qualified applicant shall be entitled to the vacancy. If two or more employees are equally qualified, then the most senior employee shall receive the vacancy. Department Seniority will take precedence over City Seniority. If there are no qualified employees, the City may interview and hire an outside applicant.

An employee transferring to another job shall be on a trial period for the first sixty days worked. The trial period may be extended up to another sixty days worked by mutual consent of the employee and the City. If at any time during the trial period, the employee fails to make satisfactory progress or the employee elects not to remain on the job, the City may remove him and return him to his former job, or, if in the judgment of the City this would be disruptive, return him to such other job as would create a minimum of disruption.

The City need not consider the request for transfer if that employee has been given a transfer to a classification or has been removed from a job including an employee initiated removal, within the last 12 months. This rule shall not apply in the event a job classification is added.

Employees who are promoted to a higher rated classification shall receive an increase in their wage rate and will be assigned to the lowest step in the pay range of the new classification that results in a wage increase. Employees who are transferred to a lower rated classification shall have a step wage rate in the new classification that results in the least reduction in their wage rate.

Section 6. Supervisory Work: It is recognized that the primary responsibility of a supervisor is to supervise. However, the parties agree that supervisors may perform bargaining unit work so long as this does not cause layoffs or reductions in the bargaining unit. It is understood that the performance of such work by a supervisor shall be for the purpose of supplementing or assisting bargaining unit personnel, such as assisting in the completion of a job duty when the employees are short handed due to illness, injury or other reason, or assisting in an emergency, or providing training. It is further agreed that supervisors shall not perform bargaining unit work for the sole purpose of circumventing overtime call-ins for bargaining unit members.

ARTICLE 13 **LABOR-MANAGEMENT AND SAFETY COMMITTEE**

In the interest of sound industrial relations, a joint committee of no less than four, nor more than eight members, half of whom shall be from Management and half of whom shall be from the Union, will convene quarterly (or at other times mutually agreed to by the parties) for the purpose of discussing subjects of mutual concern, including a review of grievances. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect in the solution of common problems. The City will prepare a written summary of all issues discussed at Labor-Management and Safety Committee meetings within 10 days of the meeting.

ARTICLE 14 **DISCIPLINE, DEMOTION AND DISCHARGE**

Section 1. Discipline: The City shall impose no discipline or discharge on an employee without just cause. 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 grievances will start at Step 1 in the normal way. This shall be applied uniformly to all departments. Disciplinary actions by the City shall include but are not limited to reprimands, suspension without pay, demotions, or discharge. These disciplinary actions may be initiated by the immediate supervisor or department head. All such actions shall be reduced to writing and copies shall be submitted to the employee, Union steward and local president and all involved supervisory levels.

Section 2. If an employee receives a verbal warning (on the form marked and attached hereto as Exhibit "A") which is placed in his personnel folder, such verbal warning shall be removed at the expiration of ninety (90) days from the date of infraction. However, if the employee receives a second verbal warning within 90 days from the first verbal warning for the same offense, both verbal warnings shall be kept for an additional 90 days from the date of the second verbal warning.

If an employee receives a written warning (on the form marked and attached hereto as Exhibit "B") which was placed in his personnel folder, such written warning shall be removed at the expiration of 180 days from the date of infraction. However, if the employee receives a second written warning within 180 days from the first verbal warning for the same offense, both verbal warnings shall be kept for an additional 180 days from the date of the second written warning.

If an employee receives a written warning for an unexcused absence (on the form marked and attached hereto as Exhibit "C") which is placed in his personnel folder, such written warning shall be removed at the expiration of 1 year from the date of infraction unless if in a one year rolling period, the employee has a second unexcused absence then the written warning shall be maintained for a period of eighteen months from the date of the second unexcused absence offense.

Warnings removed from the employee's personnel file may be maintained by the City in a separate file for record keeping and documentation purposes.

Section 3. When an employee is to be discharged, given disciplinary layoff, an oral or written reprimand, or an investigation is being conducted which may result in disciplinary action, he/she shall be entitled to have a steward present, except where immediate action is required, as in situations endangering personnel, and a steward or officer is not available, in which case the employee may be suspended pending a meeting with the steward present. The employee may waive, in writing, the right to have a steward present.

ARTICLE 15 **GRIEVANCE PROCEDURE**

Section 1. There shall be an earnest and honest effort to settle differences and disputes promptly. An aggrieved employee shall first take up his grievance with his immediate supervisor. Upon the request of either of them, a steward shall be present. If any controversy or difference arises between an employee and the City with respect to the interpretation or application of this Agreement or the rights, obligation or liabilities of the parties hereunder with reference to this Agreement, then such controversy or difference shall be handled as follows:

Step 1: The employee or employees will present the grievance in writing on forms provided by the Union to the department supervisor within 5 work days of the time the employee becomes aware of the alleged grievance or could reasonably be assumed to have been aware of the alleged grievance. The employee shall be accompanied by a Union representative except as provided by law. Class grievances must be filed within 5 work days of the alleged cause for grievances. The Union will be entitled to be represented by the steward and management by the immediate supervisor, unless waived by the other side. The supervisor will schedule a meeting within 5 work days after the grievance has been presented to him. The supervisor will reply to the grievance within 5 work days of the meeting. If the employee does not refer the

grievance to the next step of the grievance procedure within 5 work days after receipt of the decision rendered in this step, it shall be considered to have been satisfactorily resolved.

The grievance, as prepared in Step 1, shall be prepared in 5 copies by the grievant and given to the department supervisor under Step 1. The department supervisor shall make distribution of said copies as follows:

Retain one and deliver to:

1 Copy	Department Head
1 Copy	City Manager
1 Copy	Personnel
1 Copy	Local President

The 6th copy shall be retained by or forwarded to the employee or his representative.

If, through inadvertence, a copy is not distributed pursuant to the above, it shall not prejudice the grievance.

Step 2: The grievance, along with all correspondence, shall be submitted to the Department Head who shall investigate the grievance and schedule a grievance meeting within 5 work days. The Union will be entitled to be represented at the meeting by the steward and the chief steward and management by the immediate supervisor and the department head unless waived by the other side. Both the employee and management shall have the right to present such witnesses as are necessary for a complete airing of the grievance. At this step and subsequent steps, the employee may have up to four witnesses appear at the hearing. The department head shall reply to the grievance within 7 work days after the grievance meeting. If the grievance is not referred to the next step within 5 work days after receipt of the reply from the Department Head, it shall be presumed to have been satisfactorily resolved. If the department head fails to schedule the grievance meeting within 5 work days of its being submitted to him, the employee may, at his option and upon written notification delivered to the City Manager, take the grievance directly to Step 3.

Step 3: The grievance, with all correspondence, shall be submitted to the City Manager and/or his designated representative. The City Manager or his designated representative shall investigate the grievance and schedule a grievance meeting within five work days of receipt of the grievance. The Union will be entitled to be represented by the steward, chief steward, local Union president and the staff representative, unless waived by the other side. The City Manager or the designated representative shall reply to the grievance in writing within 7 work days after the grievance hearing. The grievance shall be considered to have been satisfactorily resolved unless a written notice of a request to arbitrate is received by the City Manager within 10 days after receipt of his reply to the grievance.

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 4: Arbitration Procedure. After the delivery of the intent to arbitrate, either the City or the Union may request the appointment of an arbitrator by the Arbitration Mediation Service from Cincinnati, Ohio under its voluntary rules for labor matters. Nothing that happens after this Agreement expires shall give rise to any right under this Agreement nor shall it be subject to arbitration, except that no employee shall be deprived of any benefit vested under the terms of this Agreement and a claim of deprivation of contractually vested benefits shall continue to be subject to arbitration after the expiration of this Agreement. A date for arbitration hearing shall be set as soon as possible in accordance with the availability of the arbitrator and the needs of the City and the Union. The decision of the arbitrator shall be final and binding on all parties.

Section 2. Sharing of Costs: The City and the Union shall share equally in the expense of the arbitration.

Section 3. Time Limits: It is understood that the time limits imposed in this Article may be extended at any step by mutual consent. Similarly, any step in the grievance procedure may be eliminated by mutual consent.

Section 4. Arbitrator's Scope of Authority: The arbitrator shall have no power to add or subtract from or modify any of the terms of this Agreement. His sole authority and responsibility shall be to render an award on the matters presented to him.

Section 5. Duplicate Redress: Any matter subject to appeal to the Civil Service Board shall not be subject to the grievance procedure unless the employee waives, in writing, the right to appeal to the other agencies. Section 32 of the Charter of the City of Piqua also provides a grievance procedure which is hereby interpreted as the grievance procedure set forth in this Article 14.

Section 6. In any case when a decision of the appropriate Management representative is not given at Step 2 or Step 3 of the grievance procedure within the limits specified or within the period that may have been extended by mutual agreement, the grievance may be taken to the next step of the grievance procedure.

Section 7. The City will schedule all third step grievance meetings at a time when both the Ohio Council 8 Staff Representative and the grievant can attend.

Section 8. Any grievance that remains unresolved at step 3 may, by agreement of the parties, be submitted to a mediator. If the parties agree to mediate a grievance, step 4 and its time limits will be stayed until either party gives the other written notice that the party is withdrawing from the mediation effort. The following rules will apply to grievance mediation:

- a) The parties shall mutually select the mediator;
- b) The Local President or alternate appointed by him, will receive pay for regular working time lost for actual attendance at a mediation;
- c) Each party may select up to 4 persons to attend the mediation.
- d) Mediation efforts will be informal in nature and shall not include written opinions from the mediator unless mutually requested by the parties. If a grievance which has been mediated proceeds to arbitration, there shall be no reference in the arbitration proceeding to the fact that a mediation was held;
- e) Fees and expenses of the mediator shall be shared equally by the parties.

ARTICLE 16
WAIVER

Since both sides had the chance to bring up any appropriate subject in negotiations for this Agreement, they both give up the right to require the other to bargain about anything during the life of this Agreement.

The only exceptions are:

- 1. Bargaining for a new contract to succeed this one under Article 23;
- 2. Negotiations under Article 18, Effect of Laws;
- 3. Article 5: Wages in 2011; and
- 4. Article 11: Health insurance benefits for 2012.

ARTICLE 17
SENIORITY ROSTER

Section 1. Each quarter the City shall provide to the President of the Local Union a roster of all bargaining unit employees. It shall be in order of length of service with the City and shall legibly state the employee's name, job classification, pay range, pay step, and the date the employee was placed in that pay step.

Section 2. Each quarter the City will provide to the President of the Local Union a roster of all seasonal and part-time employees. It shall contain name, job classification, pay rate, and date employed by the City.

ARTICLE 18
EFFECT OF LAWS

This Agreement is subject to all applicable laws, regulations, or provisions of the United States and State of Ohio, and, except for negotiable subjects, is subject to the City of Piqua Charter, general ordinances, resolutions, and Civil Service rules and regulations. All provisions of this Agreement shall, where reasonably possible, be interpreted to comply with applicable laws, provisions, ordinances, regulations and judicial decisions under them.

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

If any provision of this Agreement is contrary to the law or any authority set forth above, it shall be of no further force and effect, but the remainder of this Agreement shall remain in full force and effect. The City and the Union shall meet promptly, upon the request of either, to negotiate a lawful replacement provision. These negotiations shall be in good faith, but the replacement provision itself shall not be subject either to arbitration or to impasse procedures.

ARTICLE 19
NEGOTIATION PAY

If meetings to negotiate a successor agreement are held during the working hours of the Local Union's President, Vice President, Chief Steward and Chapter Chair, such employees shall not suffer any loss in pay for time spent attending such meetings. If the President or Vice President is on any shift other than the first shift, he/she shall be assigned to the first shift on those working days on which negotiations are held.

ARTICLE 20
AMERICANS WITH DISABILITIES ACT AND
FAMILY AND MEDICAL LEAVE ACT
COMPLIANCE

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

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

ARTICLE 21
EMPLOYEE NOTIFICATION

Employees are required to keep the City informed of their current address, telephone number, operator's license, commercial driver's license status and dependency status.

ARTICLE 22
DRUGS AND ALCOHOL

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

Section 1. Use of Alcohol and Drugs.

- A. Employees shall not possess, sell, distribute 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, and reports this to the on-duty supervisor as required in subparagraph C or D above, the on-duty supervisor will make a determination as to fitness for duty.

Section 2. Dependency Treatment.

- A. Employees are urged to request assistance with any drug or alcohol problem before disciplinary action is necessary. If an employee advises the City of a drug or alcohol problem, the employee will be urged to receive counseling and, if necessary, will be permitted to take accrued paid sick leave or vacation to receive the recommended treatment. If an employee has exhausted accrued paid sick leave and vacation, he may apply for an unpaid personal leave of absence for the period of time necessary to receive the recommended treatment, which application shall not be unreasonably denied.

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

Section 3. Testing Procedure.

- A. Drug and/or alcohol testing will be conducted when there is a reasonable suspicion that an employee is using or possessing controlled substances or alcohol, or abusing a controlled substance at work, or is working or reporting to work under the influence of illegal drugs, alcohol or an abused controlled substance. Reasonable suspicion may be based upon, but is not limited to, unexplained and excessive absence, a reliable report, reporting to work with the odor of alcohol or marijuana on an employee, unusual behavior such as slurred speech or lack of coordination, or the possession of drug paraphernalia.
- B. The City shall identify to the employee and the employee's union representative the basis for reasonable suspicion. The City may withhold the names of persons who have provided information if the City identifies facts and circumstances which independently provide a basis for reasonable suspicion.
- C. Drug and/or alcohol testing also will be conducted when an employee is involved in an on-duty accident or other on-duty incident which results in physical harm or property damage.
- D. Testing will require that the employee provide a urine, blood, breath or saliva 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 discharge.
- E. All test samples will be given at a licensed testing facility 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.
- F. When testing is done on blood, urine or saliva samples, a minimum of three samples will be collected. One sample will be sent to the lab of the City's

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

Section 4. Rehabilitation and Counseling.

- A. An employee who tests positive for drugs or alcohol under this Article shall be given one opportunity for rehabilitation, 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, if available. This leave may be conditioned upon receipt of reports that the employee is cooperating and making reasonable progress in the treatment program.
- D. Within 45 days of entering the treatment program the employee must provide satisfactory medical evidence that he has completed the program and is fit to return to work and must pass another drug/alcohol screen. This time limit can be extended based on satisfactory medical evidence that a longer time is justified. However, no period longer than 6 months total from the date of the original positive test will be permitted. Failure to meet these conditions will result in termination of employment. Accrued sick leave up to a maximum of 60 calendar days and accrued vacation may be used for this leave; otherwise this leave will be unpaid.
- E. The treatment program must be provided by a facility accredited by the Joint Commission on the Accreditation of Hospitals and/or licensed through an appropriate state agency.
- F. Any employee who successfully completes a drug/alcohol program as described above and successfully passes an alcohol/drug screen shall be reinstated to his former position without loss of time in grade.

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

Section 5. Drug-Free Workplace Program.

The City shall adopt policies for the administration of this Article consistent with the requirements of the Ohio BWC Drug-Free Workplace Program.

Section 6. CDL Testing.

The City shall continue to maintain an alcohol and drug testing policy in compliance with Federal Highway Administration regulations. This Article supplements the City's existing CDL alcohol and drug testing policy.

Section 7. Appeal.

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

ARTICLE 23
DURATION

This Agreement will be in effect from January 1, 2014, through 11:59 P.M. December 31, 2016, and will then terminate. Upon the request of either party, negotiations for a new Agreement will begin 90 days before that date, and the parties will try to conclude negotiations by 45 days before that date.

CITY OF PIQUA

OHIO COUNCIL 8 AMERICAN
FEDERATION OF STATE, LOCAL
& MUNICIPAL EMPLOYEES,
AFL-CIO, AND ITS LOCAL # 984

Gary A. Huff, City Manager

Stacy M. Wall, Law Director

Elaine Barton, HR Director

Cynthia Holtzapple, Finance Director

Amy Welker, Health & Sanitation Dir.

Dave McIntosh, Union Rep.

Mike Thompson, President

Date signed _____

Date signed _____

Effective January 1, 2014		SCHEDULE B						
CLASS CODE	CLASSIFICATION	PAY						
		RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
140	METER READER	14	17.79	18.14	18.57	19.01	19.40	19.87
143	METER READER WORKING SUPERVISOR	18	18.57	19.01	19.40	19.81	20.38	20.88
701	LABORER	10	17.07	17.44	17.78	18.14	18.57	19.01
703	REFUSE COLLECTOR	12	17.44	17.78	18.14	18.57	19.01	19.40
704	STREET DIVISION WORKING SUPERVISOR	28	20.87	21.42	21.98	22.60	23.22	23.87
709	SANITATION DEPARTMENT WORKING SUPERVISOR	29	21.00	21.64	22.29	22.98	23.72	24.48
711	REFUSE DRIVER	16	18.14	18.57	19.01	19.40	19.81	20.38
712	EQUIPMENT OPERATOR I	14	17.78	18.14	18.57	19.01	19.40	19.87
713	EQUIPMENT OPERATOR II	18	18.57	19.01	19.40	19.81	20.38	20.88
714	EQUIPMENT OPERATOR III	22	19.40	19.81	20.37	20.88	21.42	21.98
716	GOLF COURSE WKG. SUPV. GOLF TURF MAINTENANCE	29	21.00	21.64	22.29	22.98	23.72	24.48
718	WORKER I	12	17.44	17.78	18.14	18.57	19.01	19.40
719	WORKER II	16	18.14	18.57	19.01	19.40	19.81	20.38
720	PARKS DEPT. WKG. SUPV.	28	20.87	21.42	21.98	22.60	23.22	23.87
721	PARKS MAINTENANCE WKR. WATER PLANT	16	18.14	18.57	19.01	19.40	19.81	20.38
801	OPERATOR	18	18.57	19.01	19.40	19.81	20.38	20.88
802	OPERATOR I	22	19.40	19.81	20.37	20.88	21.42	21.98
803	OPERATOR II	26	20.37	20.88	21.42	21.98	22.60	23.22
804	OPERATOR III WATER SERVICE	28	20.88	21.42	21.98	22.60	23.22	23.87
805	REPRESENTATIVE I	18	18.57	19.01	19.40	19.81	20.38	20.88
807	REPRESENTATIVE II	22	19.40	19.81	20.37	20.88	21.42	21.98
815	WATER PLANT MECHANIC	18	18.57	19.01	19.40	19.81	20.38	20.87
817	WATER PLANT MAINTENANCE WORKING SUPERVISOR	28	20.87	21.42	21.98	22.60	23.22	23.87
819	WATER PLANT OPERATOR III AND WORKING SUPERVISOR WASTEWATER PLANT	29	21.00	21.64	22.29	22.98	23.72	24.48
830	OPERATOR	18	18.57	19.01	19.40	19.81	20.38	20.88
831	OPERATOR I	22	19.40	19.81	20.37	20.88	21.42	21.98
832	OPERATOR II	26	20.37	20.88	21.42	21.98	22.60	23.22
833	OPERATOR III	28	20.88	21.42	21.98	22.60	23.22	23.87
835	LABORATORY TECHNICIAN	28	20.88	21.42	21.98	22.60	23.22	23.87
838	INDUSTRIAL PRETREATMENT COORDINATOR	28	20.88	21.42	21.98	22.60	23.22	23.87
839	MAINTENANCE WORKER	16	18.14	18.57	19.01	19.40	19.81	20.38

CLASS CODE	CLASSIFICATION	PAY							
		RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	
	UNDERGROUND UTILITIES								
820	MAINTENANCE WORKER	18	18.57	19.01	19.40	19.81	20.38	20.88	
821	MAINTENANCE WORKER I	22	19.40	19.81	20.37	20.88	21.42	21.98	
822	MAINTENANCE WORKER II	26	20.37	20.88	21.42	21.98	22.60	23.22	
823	MAINTENANCE WORKER III	28	20.88	21.42	21.98	22.60	23.22	23.87	
840	UNDERGROUND UTILITIES	29	21.00	21.64	22.29	22.98	23.72	24.48	
	WORKING SUPVSR								
859	SHIFT OPERATOR	34	22.60	23.22	23.87	24.58	25.16	25.99	
868	ELECTRICIAN I	24	19.87	20.37	20.88	21.42	21.98	22.60	
869	ELECTRICIAN II	28	20.88	21.42	21.98	22.60	23.22	23.87	
871	INSTRUMENT TECHNICIAN	28	20.88	21.42	21.98	22.60	23.22	23.87	
872	MASTER ELECTRICIAN	34	22.60	23.22	23.87	24.58	25.16	25.99	
877	STOREKEEPER	22	19.40	19.81	20.37	20.88	21.42	21.98	
882	ELECTRIC METER TECH.	22	19.40	19.81	20.37	20.88	21.42	21.98	
883	ELECTRIC SERVICE WKR.	18	18.57	19.01	19.40	19.81	20.38	20.88	
884	APPRENTICE ELEC. LN. WKR.	22A	18.14	18.57	19.01	19.81	20.38	20.88	
			STEP G	STEP H					
			21.42	22.00					
886	LINE WORKER II	28	20.88	21.42	21.98	22.60	23.22	23.87	
888	JOURNEYMAN LINE WKR**	37A	23.90	24.58	25.16	25.79	26.43	27.09	
889	JOURNEYMAN LINE Crew Leader	38A	25.99	26.77	27.44	28.12	28.83	29.55	

Effective January 1, 2015		SCHEDULE B						
CLASS CODE	CLASSIFICATION	PAY						
		RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
140	METER READER	14	18.15	18.51	18.94	19.39	19.79	20.27
143	METER READER WORKING SUPERVISOR	18	18.94	19.39	19.79	20.21	20.79	21.30
701	LABORER	10	17.41	17.79	18.14	18.51	18.94	19.39
703	REFUSE COLLECTOR	12	17.79	18.14	18.51	18.94	19.39	19.79
704	STREET DIVISION WORKING SUPERVISOR	28	21.29	21.85	22.42	23.05	23.69	24.35
709	SANITATION DEPARTMENT WORKING SUPERVISOR	29	21.42	22.07	22.73	23.44	24.20	24.97
711	REFUSE DRIVER	16	18.51	18.94	19.39	19.79	20.21	20.79
712	EQUIPMENT OPERATOR I	14	18.14	18.51	18.94	19.39	19.79	20.27
713	EQUIPMENT OPERATOR II	18	18.94	19.39	19.79	20.21	20.79	21.30
714	EQUIPMENT OPERATOR III	22	19.79	20.21	20.77	21.30	21.84	22.42
716	GOLF COURSE WKG. SUPV. GOLF TURF MAINTENANCE	29	21.42	22.07	22.73	23.44	24.20	24.97
718	WORKER I	12	17.79	18.14	18.51	18.94	19.39	19.79
719	WORKER II	16	18.51	18.94	19.39	19.79	20.21	20.79
720	PARKS DEPT. WKG. SUPV.	28	21.29	21.85	22.42	23.05	23.69	24.35
721	PARKS MAINTENANCE WKR. WATER PLANT	16	18.51	18.94	19.39	19.79	20.21	20.79
801	OPERATOR	18	18.94	19.39	19.79	20.21	20.79	21.30
802	OPERATOR I	22	19.79	20.21	20.77	21.30	21.84	22.42
803	OPERATOR II	26	20.77	21.30	21.84	22.42	23.06	23.69
804	OPERATOR III	28	21.30	21.84	22.42	23.06	23.69	24.35
	WATER SERVICE							
805	REPRESENTATIVE I	18	18.94	19.39	19.79	20.21	20.79	21.30
807	REPRESENTATIVE II	22	19.79	20.21	20.77	21.30	21.84	22.42
815	WATER PLANT MECHANIC	18	18.94	19.39	19.79	20.21	20.79	21.29
817	WATER PLANT MAINTENANCE WORKING SUPERVISOR	28	21.29	21.85	22.42	23.05	23.69	24.35
819	WATER PLANT OPERATOR III AND WORKING SUPERVISOR	29	21.42	22.07	22.73	23.44	24.20	24.97
	WASTEWATER PLANT							
830	OPERATOR	18	18.94	19.39	19.79	20.21	20.79	21.30
831	OPERATOR I	22	19.79	20.21	20.77	21.30	21.84	22.42
832	OPERATOR II	26	20.77	21.30	21.84	22.42	23.06	23.69
833	OPERATOR III	28	21.30	21.84	22.42	23.06	23.69	24.35
835	LABORATORY TECHNICIAN	28	21.30	21.84	22.42	23.06	23.69	24.35
838	INDUSTRIAL PRETREATMENT COORDINATOR	28	21.30	21.84	22.42	23.06	23.69	24.35
839	MAINTENANCE WORKER	16	18.51	18.94	19.39	19.79	20.21	20.79

CLASS CODE	CLASSIFICATION	PAY								
		RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
	UNDERGROUND UTILITIES									
820	MAINTENANCE WORKER	18	18.94	19.39	19.79	20.21	20.79	21.30		
821	MAINTENANCE WORKER I	22	19.79	20.21	20.78	21.30	21.85	22.42		
822	MAINTENANCE WORKER II	26	20.78	21.30	21.85	22.42	23.06	23.68		
823	MAINTENANCE WORKER III	28	21.30	21.85	22.42	23.05	23.68	24.35		
840	UNDERGROUND UTILITIES	29	21.42	22.07	22.74	23.44	24.19	24.97		
	WORKING SUPVSR									
859	SHIFT OPERATOR	34	23.06	23.69	24.35	25.07	25.66	26.51		
868	ELECTRICIAN I	24	20.27	20.77	21.30	21.84	22.42	23.06		
869	ELECTRICIAN II	28	21.30	21.84	22.42	23.06	23.69	24.35		
871	INSTRUMENT TECHNICIAN	28	21.30	21.84	22.42	23.06	23.69	24.35		
872	MASTER ELECTRICIAN	34	23.06	23.69	24.35	25.07	25.66	26.51		
877	STOREKEEPER	22	19.79	20.21	20.77	21.30	21.84	22.42		
882	ELECTRIC METER TECH.	22	19.79	20.21	20.77	21.30	21.84	22.42		
883	ELECTRIC SERVICE WKR.	18	18.94	19.39	19.79	20.21	20.79	21.30		
884	APPRENTICE ELEC. LN. WKR.	22A	18.51	18.94	19.39	20.21	20.79	21.30		
			STEP G	STEP H						
			21.84	22.44						
886	LINE WORKER II	28	21.30	21.84	22.42	23.06	23.69	24.35		
888	JOURNEYMAN LINE WKR**	37A	24.38	25.07	25.66	26.30	26.96	27.63		
889	JOURNEYMAN LINE Crew Leader	38A	26.51	27.31	27.99	28.68	29.40	30.14		

Effective January 1, 2016		SCHEDULE B						
CLASS CODE	CLASSIFICATION	PAY	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
		RANGE						
140	METER READER	14	18.51	18.88	19.32	19.78	20.18	20.67
143	METER READER WORKING SUPERVISOR	18	19.32	19.78	20.18	20.61	21.20	21.72
701	LABORER	10	17.76	18.14	18.50	18.88	19.32	19.78
703	REFUSE COLLECTOR	12	18.14	18.50	18.88	19.32	19.78	20.18
704	STREET DIVISION WORKING SUPERVISOR	28	21.72	22.29	22.87	23.51	24.16	24.84
709	SANITATION DEPARTMENT WORKING SUPERVISOR	29	21.85	22.51	23.19	23.90	24.68	25.47
711	REFUSE DRIVER	16	18.88	19.32	19.78	20.18	20.61	21.20
712	EQUIPMENT OPERATOR I	14	18.50	18.88	19.32	19.78	20.18	20.67
713	EQUIPMENT OPERATOR II	18	19.32	19.78	20.18	20.61	21.20	21.72
714	EQUIPMENT OPERATOR III	22	20.18	20.61	21.19	21.72	22.28	22.87
716	GOLF COURSE WKG. SUPV. GOLF TURF MAINTENANCE	29	21.85	22.51	23.19	23.90	24.68	25.47
718	WORKER I	12	18.14	18.50	18.88	19.32	19.78	20.18
719	WORKER II	16	18.88	19.32	19.78	20.18	20.61	21.20
720	PARKS DEPT. WKG. SUPV.	28	21.72	22.29	22.87	23.51	24.16	24.84
721	PARKS MAINTENANCE WKR. WATER PLANT	16	18.88	19.32	19.78	20.18	20.61	21.20
801	OPERATOR	18	19.32	19.78	20.18	20.61	21.20	21.72
802	OPERATOR I	22	20.18	20.61	21.19	21.72	22.28	22.87
803	OPERATOR II	26	21.19	21.72	22.28	22.87	23.52	24.16
804	OPERATOR III WATER SERVICE	28	21.72	22.28	22.87	23.52	24.16	24.84
805	REPRESENTATIVE I	18	19.32	19.78	20.18	20.61	21.20	21.72
807	REPRESENTATIVE II	22	20.18	20.61	21.19	21.72	22.28	22.87
815	WATER PLANT MECHANIC	18	19.32	19.78	20.18	20.61	21.20	21.72
817	WATER PLANT MAINTENANCE WORKING SUPERVISOR	28	21.72	22.29	22.87	23.51	24.16	24.84
819	WATER PLANT OPERATOR III AND WORKING SUPERVISOR WASTEWATER PLANT	29	21.85	22.51	23.19	23.90	24.68	25.47
830	OPERATOR	18	19.32	19.78	20.18	20.61	21.20	21.72
831	OPERATOR I	22	20.18	20.61	21.19	21.72	22.28	22.87
832	OPERATOR II	26	21.19	21.72	22.28	22.87	23.52	24.16
833	OPERATOR III	28	21.72	22.28	22.87	23.52	24.16	24.84
835	LABORATORY TECHNICIAN	28	21.72	22.28	22.87	23.52	24.16	24.84
838	INDUSTRIAL PRETREATMENT COORDINATOR	28	21.72	22.28	22.87	23.52	24.16	24.84
839	MAINTENANCE WORKER	16	18.88	19.32	19.78	20.18	20.61	21.20

CLASS CODE	CLASSIFICATION	PAY						
		RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
	UNDERGROUND UTILITIES							
820	MAINTENANCE WORKER	18	19.32	19.78	20.18	20.61	21.20	21.72
821	MAINTENANCE WORKER I	22	20.18	20.61	21.19	21.72	22.29	22.87
822	MAINTENANCE WORKER II	26	21.19	21.72	22.29	22.87	23.51	24.16
823	MAINTENANCE WORKER III	28	21.72	22.29	22.87	23.51	24.16	24.83
840	UNDERGROUND UTILITIES	29	21.85	22.51	23.19	23.91	24.68	25.47
	WORKING SUPVSR							
859	SHIFT OPERATOR	34	23.52	24.16	24.84	25.57	26.17	27.04
868	ELECTRICIAN I	24	20.67	21.19	21.72	22.28	22.87	23.52
869	ELECTRICIAN II	28	21.72	22.28	22.87	23.52	24.16	24.84
871	INSTRUMENT TECHNICIAN	28	21.72	22.28	22.87	23.52	24.16	24.84
872	MASTER ELECTRICIAN	34	23.52	24.16	24.84	25.57	26.17	27.04
877	STOREKEEPER	22	20.18	20.61	21.19	21.72	22.28	22.87
882	ELECTRIC METER TECH.	22	20.18	20.61	21.19	21.72	22.28	22.87
883	ELECTRIC SERVICE WKR.	18	19.32	19.78	20.18	20.61	21.20	21.72
884	APPRENTICE ELEC. LN. WKR.	22A	18.88	19.32	19.78	20.61	21.20	21.72
			STEP G	STEP H				
			22.28	22.88	0.00	0.00	0.00	0.00
886	LINE WORKER II	28	21.72	22.28	22.87	23.52	24.16	24.84
888	JOURNEYMAN LINE WKR**	37A	24.87	25.57	26.17	26.83	27.50	28.19
889	JOURNEYMAN LINE Crew Leader	38A	27.04	27.86	28.54	29.26	29.99	30.74

RESOLUTION NO. R-14-14

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL WORKERS, INC. (AFSCME), OHIO COUNCIL 8, LOCAL 984 (CLERICAL)

WHEREAS, the City of Piqua and the American Federation of State, County and Municipal Workers, Inc. ("AFSCME"), Ohio Council 8, Local #984 (Clerical) 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 American Federation of State, County and Municipal Workers, Inc. ("AFSCME"), Ohio Council 8, Local #984 for the clerical collar unit and for the terms as substantially attached hereto from January 1, 2014 through December 31, 2016.

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

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

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____

REBECCA J. COOL
CITY COMMISSION CLERK

AGREEMENT
BETWEEN
THE CITY OF PIQUA
AND
LOCAL NO. 984 AND
OHIO COUNCIL 8, AFSCME
(CLERICAL – TECHNICAL)
1/01/14 - 12-31-16

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ARTICLE 1
COOPERATION

Section 1 The City of Piqua ("City") and Local No. 984 and Ohio Council 8, AFSCME, ("Union") mutually agree to use their best efforts to serve the citizens of the City and the public in general, to achieve a better understanding, mutual respect and fair dealing among the City, the Union and the employees included in the bargaining unit, and to insure the efficient and uninterrupted delivery of services of the City to its citizens. The officers of the City and the Union accept their responsibilities as guardians of the public trust. The City and the Union intend to benefit the public with the terms of this Agreement. The male pronoun in this Agreement refers to both men and women.

Unless otherwise specified, the authorized representative of the City of Piqua for the purpose of this Agreement is the City Manager, the Human Resources Director and any other agent of the City appointed by the City Manager in his absence. When the City Manager designates someone in authority in his absence, he shall notify the Union in writing of the designation.

ARTICLE 2
RECOGNITION

Section 1 The City recognizes the Union as the sole and exclusive bargaining agent for, and this Agreement covers, all regular full-time and regular part-time clerical and technical employees of the City, excluding all police and fire department employees, management-level employees, professional employees, confidential employees, and supervisors as defined in the Act. The excluded confidential employees include the secretary to the City Manager, the secretary to the Assistant City Manager, the secretary to the Finance Director, the secretary to the Utilities Director and City Engineer, the secretary to the Power System Director, the secretary to the Human Resources Director, the secretary to the Water System Superintendent, the Clerk to the City Commission, the secretary to Law Director, and the secretary to the Health and Sanitation Director.

Section 2 During the period this Agreement is in effect, the City will deduct regular union dues from the wages of employees who individually and voluntarily authorize and direct such deductions on forms approved by the City and supplied by the Union. The authorization and direction shall be irrevocable for a period of one year or for the remaining period of the applicable collective bargaining agreement between the City and the Union, whichever shall be shorter, and shall be automatically renewed and irrevocable for successive periods of one year or for the period of each succeeding applicable collective bargaining agreement between the City and the Union, whichever shall be shorter, unless written notice to revoke such authorization is given by the employee to the City not more than 40 days nor less than 10 days prior to the expiration of any such one-year period, or the expiration of any such collective bargaining agreement. The Union shall hold the City harmless from any liability arising out of any

action taken by it or omitted by it in compliance with or in an attempt to comply with the provisions of this Article. Union dues shall be transmitted to the Union by the City within 10 days from the date the deduction was made.

Section 3 All employees, who do not become members in good standing of the Union, shall pay a fair share fee to the Union effective 60 days from the employee's date of hire as a condition of employment. The fair share fee amount shall be certified to the City by Ohio Council 8 or the Secretary-Treasurer of the Local Union, in writing, but shall not be an amount larger than the dues amount paid by members, as provided in Ohio Revised Code 4117.09(C). Deductions of the fair share fee from any earnings of the employee shall be automatic and shall not require written authorization for payroll deduction. Payment to the Union of fair share fees shall be made in accordance with procedures for delivery of regular dues deductions as provided in this Agreement.

Section 4 Assurance of Legal Compliance: Ohio Council 8 and Local 984 each assure the City and promises that they will comply with all applicable substantive and procedural legal requirements in connection with the Fair Share clause (Article II, Section 3) as determined by the United States Supreme Court. This includes a notice to all Fair Share fee payers at least once a year, giving them all information required and providing Fair Share fee payers procedures for contesting their share as required by applicable law.

Annually, upon issuance, Ohio Council 8 and Local 984 will provide the City with a copy of the Fair Share Fee notice. They will also provide to the City, upon request, any additional information which is relevant and necessary for the City to determine compliance with the law and to carry out the City's obligations on behalf of its employees, to assure their constitutional rights as between the City and its employees. The failure of the Union to carry out their obligations does not relieve the City of the responsibility it must bear by law towards those employees. The City will take all steps required by law to carry out those responsibilities.

As between the Union and the City, the Union will reimburse the City for any losses it incurs by reason of the Union's failure to carry out their obligations under the Fair Share Fee clause.

ARTICLE 3

NO STRIKE - NO LOCKOUT

There will be no strikes of any kind, including sympathetic strikes, during this Agreement, whether for foreseeable or unforeseeable reasons. "Strike" includes any work stoppage, slowdown, picketing, or any other concerted activity, or attempt at concerted activity, which would interrupt or limit the performance of services. Neither the Union nor any employee will encourage, authorize, participate in or condone any strike.

The Union will use its best efforts to prevent any violation of this Section and to terminate any violation should one occur.

If a violation of this Section occurs, the Union will publicly denounce the strike, and will provide the City with written notice that the strike is not authorized, is in violation of this Agreement, and is not to be honored. If the Union carries out its obligations under this Section, it shall have no financial liability for any such violation.

The City shall have the right to discharge, demote, suspend, or in place of suspension to cause the forfeiture of a like number of days of paid vacation or holidays, or otherwise discipline employees for violation of this Section. Employees so disciplined shall have recourse to the grievance and arbitration procedure, but the discipline imposed shall not be overturned unless the employee is found innocent of any violation, and the arbitrator shall have no authority or jurisdiction to reduce or modify discipline, except upon such a finding of innocence.

In the event of a claim by the City of a violation of this Section, written or electronic notice shall be given to the Union. The City may seek appropriate court relief or may at its option request the Federal Mediation and Conciliation Service to appoint an arbitrator to hear and decide the claim on an emergency basis. The hearing shall be held within 48 hours or as soon after that as possible. The parties may not file and the arbitrator shall not receive post-hearing briefs with respect to the issuance of an immediate restraining order. The arbitrator shall rule from the bench and, if he finds that this Section has been violated, he shall immediately issue an award prohibiting continuation or resumption of the strike. The arbitrator shall have the authority to continue the hearing and to request post-hearing briefs with respect to the issue of damages.

The City agrees that it will not lockout or prevent employees from performing their regularly assigned duties.

ARTICLE 4 **UNION BUSINESS**

Section 1 The Union shall certify in writing to the City the names of the steward(s).

These certifications shall be kept current by the Union at all times and they shall be verified on an annual basis.

Section 2 When an employee is to be discharged, given disciplinary layoff, or an oral or written reprimand, a steward shall be present upon the request of the employee or the supervisor, except where immediate action is required, as in situations endangering personnel, and a steward or officer is not available, in which case the employee may be suspended pending a meeting with the steward present. The

supervisor shall advise the employee of the rights under this Section which may be waived by signing a release and presenting it to a steward.

Section 3 All Union business shall be conducted on the employee's own time, and not on the time paid for by the City. The only exception will be grievance meetings between the City and the Union representative specified in the grievance procedure (but not including arbitrations), where both the City and the Union agree to hold such meetings during working hours, discipline or discharge meetings conducted under Section 2 above, and such necessary time (not to exceed 15 minutes per shift) spent in drafting, investigating, and filing grievances, in which cases employees shall be paid for regularly scheduled hours which are lost through necessary attendance at such meetings or in connection with such activities. This 15 minutes may be extended an additional 15 minutes by supervision; neither a Union officer nor a supervisor shall take improper advantage of the other. No City equipment, including printing equipment, radios, and City transport, shall be used for Union business, except that such limited use of vehicles or communications equipment as may be necessary to enable Union representatives to perform legitimate Union functions during working hours not otherwise prohibited, shall not violate this general prohibition. Employee Union officials shall seek permission from their own supervisor, or another member of management if the immediate supervisor is not available, before leaving their place of work to process a grievance. The local President, or an alternate appointed by him/her, will receive pay for regular working time lost for actual attendance at an arbitration.

Section 4 A Union representative (non-City employee or City employee on own time) may visit the premises at reasonable times during working hours for the purpose of observing compliance with this Agreement. He/she shall first contact the appropriate supervisor and have that supervisor's consent. He/she shall not in fact interfere with any City operations and shall comply with all conditions placed by the supervisor on his/her visit.

Section 5 Bulletin Boards: The City will provide a glass enclosed bulletin board with a lock in the Annex Building at the Finance Department for the exclusive use of the Union. The Union shall keep all keys to this board. Neither the Union nor anyone else will use the bulletin board to bad-mouth the City.

ARTICLE 5

WAGES

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

Section 2 Steps: Each of the various pay ranges in the Appendix shall be divided into five steps, A through E. 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 3 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.

Section 4 Overtime: Employees shall receive time and one-half their regular rate for hours of work in excess of eight in any one day (except where employees have mutually agreed to trade shifts) and in excess of 40 straight time hours worked in any week. Employees shall receive double their regular rate for work on Sunday. There shall be no pyramiding of overtime.

Section 5 Flextime: (a) A flextime schedule is defined as a schedule mutually agreed to by the City and an employee under which the employee works a schedule different from the traditional eight hours a day, five days a week schedule. Examples include: (a) working ten hours a day Monday through Thursday, with no work on Friday; (b) working nine hours a day Monday through Thursday and four hours on Friday; or (c) working ten hours a day Monday through Wednesday and five hours a day on Thursday

and Friday. These examples are for illustration only and are not intended to be the only flextime schedules possible under this agreement.

(b) If the City and an employee mutually agree upon a flextime schedule, 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 (except where double time applies).

Section 6 Work Week and Pay Period: The normal work week shall consist of eight hours per day, five days per week, Monday through Friday, except where other scheduling normally applies. The lunch period may be used as flex time with prior supervisor approval. 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 various departments.

The pay period is from 12:01 A.M. on Monday through 12:00 midnight the following Sunday. 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.

No continuous outside work shall be required when the temperature is 10 degrees F or below, except during emergencies. This provision shall apply to all departments. Even in emergency circumstances, employees shall be permitted to warm themselves at reasonable intervals.

Section 7 New or Changed Jobs: In the event that a new job is created, or an existing job is so changed as to necessitate a change in wage rate, the City shall establish a temporary rate and shall promptly proceed to meet with the Union to negotiate a permanent rate. The Union shall be given advance notification of the job. If no agreement can be reached within 30 days, the City shall decide on the rate in effect, provided, however, that any revision of this rate later agreed upon (including any individual rate adjustment made as a result of negotiations for the next contract) shall be fully retroactive. In no event shall the establishment or revision of wage rates be subject to the grievance or arbitration procedure.

Section 8 Part-time, Seasonal and Temporary Employees:

Part-time employees are employees who regularly work an average of less than 30 hours per week.

Seasonal and temporary employees are employees who are hired without an expectation of long term employment, including (a) students employed for any length of time while still in school or through co-op programs, and (b) employees who work six

months or less per calendar year (but in no case more than six consecutive months). Such employees are not covered by this Agreement.

Section 9 Uniforms: The City will either rent or purchase 11 uniforms and two jackets each for the engineering technicians and traffic signal technician. These employees must wear their uniforms at work and will not wear them at any other time except going to and coming from work. The City shall reimburse an employee classified as an Engineering Technician or a Traffic Signal Technician for one pair of approved work boots each year, up to \$120, upon receiving a receipt from the employee.

Section 10 When an employee is temporarily performing a higher rated job for four hours or more, the employee shall receive pay at his next higher step for the time worked in the temporary job for the full shift.

The next higher step for an employee who has a wage rate of Step E for his/her classification is 105% of his/her current wage rate.

Section 11 Personal Cars: Employees who are requested by their supervisor to use their personal car in the performance of their duties will be compensated. Monthly mileage reports must be filed and approved before payment will be made. No employee shall be required to use his/her personal car in the performance of his/her duties.

Section 12 Call-In Pay: Call-in pay is for work performed by an employee who has been recalled to duty at a time disconnected with the employee's normal work day or shift. Employees so recalled Monday through Saturday shall be compensated with a minimum of two hours pay at time and one-half, and two hours at double time on Sunday. If more than two hours are required to complete the work for which the employee was called in, such employee shall be compensated for the hours actually worked at time and one-half their regular rate, except where double time applies.

Section 13 Section 12 of this Article does not apply to work performed at a time disconnected with an employee's normal work day or shift if such work is a regularly scheduled or routine part of the employee's job.

Section 14 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.

ARTICLE 6

HOLIDAYS

Section 1 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 2 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 3 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, 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 4 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 double their regular rate of pay for all hours actually worked.

Section 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 the following year, provided that seniority vacation requests made under Article 7, Section 3 shall have priority over and shall supersede previously scheduled personal leave days. Personal leave days not take by the following January 1st 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. If the employee does not use any personal time within a calendar year then the employee may cash out three personal days per year.

ARTICLE 7 **VACATIONS**

Section 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 8, Section 4. No employee shall receive more than six (6) week's vacation credit in one year.

It is agreed that any person hired as a full-time employee by the City of Piqua will be given credit for prior service with other political subdivisions of the State of Ohio for

the purpose of determining the amount of vacation the person will receive as an employee of the City of Piqua. Such prior service, if any, will be recognized after one year of employment with the City of Piqua.

Section 2 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 3 Subject to scheduling requirements and approval by the City, department seniority shall determine which employees have first choice of vacation days, provided such choices are made during the month of January for the selection period of January through the next January. Requests made after February 1 shall be granted on a first to apply shall have first choice basis. Requests for vacation after the January vacation scheduling period will be returned to the employee within five (5) working days of submission. If the City cancels an employee's scheduled vacation, scheduled 30 or more days in advance, with less than 30 days notice, and without the employee's agreement, the employee will receive an extra \$.50 per hour for time worked during the period of canceled vacation.

Any unused vacation not covered by a choice made in January may be scheduled by supervision, such schedules to be posted during the month of February. Requests to change that schedule or to add unscheduled 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 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 5 The City Manager may, in special and meritorious cases, permit an employee to accumulate and carry over two (2) weeks vacation leave to the following anniversary year. Vacation taken in any one continuous period shall not be in excess of four (4) weeks.

Section 6 An employee who is entitled to a vacation of two 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 and such request is made no later than November 15 of each calendar year .

ARTICLE 8 **SICK LEAVE**

Section 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.

Section 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. Attendance provisions are contained in Article 11.

Section 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. The City also reserves the right to require a medical examination by a physician designated by the City as a condition for granting sick leave pay, under the procedures described in Article 9, Section 4. 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 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. This conversion will be on the basis on one day of cash or vacation for one day of sick leave as long as such request is made no later than November 15 of each calendar year.

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 5 Conversion Upon Termination or Permanent Layoff: Employees with eight years of service or more, except for 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 Section 6 below. Sick leave will be converted on the basis of the following formula:

Employees with eight to 15 years of service may receive one (1) hours pay for each three (3) hours accumulated and unused sick leave.

Employees with 16 to 25 years of service may receive one (1) hours pay for each two (2) hours accumulated and unused sick leave.

Employees with over 25 years of service may receive one (1) hours pay for each one (1) hour accumulated and unused sick leave.

This payment may be made weekly or in a lump sum at the option of the City's Department of Finance.

Section 6 Conversion Upon Retirement or Death:

(A) 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 leave up to and including 1440 hours (720 hours for employees hired after November 13, 2003). 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.

Conversion of unused sick leave credited to employees who receive retirement or death benefits shall be on the basis of one (1) hour for each one (1) hour

accumulated up to the applicable maximum. Conversion of unused sick leave credited to employees who are permanently laid off shall be on the basis on one (1) hour for each one (1) hour accumulated up to a maximum of 960 hours (480 hours for employees hired after the date of this Agreement).

Contributions to OPERS will be made on sick leave converted to cash should OPERS require contributions. OPERS will determine if contributions are to be included in the calculation of average wage.

(B) Conversion for New Employees

For employees hired after November 14, 2003, unused sick leave 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 discharge for conviction of any theft, theft related offense or felony), on the same conversion formula applicable to employees hired before November 14, 2003. Upon retirement, the employee shall also be paid for accumulated sick leave, at the current hourly rate, for hours earned above 720 hours up to 1560 hours at the rate of 1 for 3, for a combined maximum total of 1000 hours.

For employees hired after November 1, 2011, unused sick time shall be cumulative up to and including 480 hours for retirement and death benefits, and shall be cumulative up to an 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 formula applicable to employees hired before November 1, 2011. 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.

Section 7 Sick Leave Donation:

- a. All available time (sick time, personal and vacation time) is to be exhausted before being eligible to receive donations of sick time.
- b. The recipient will receive donated hours on an as required, hourly basis only.
- c. 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.
- d. 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.
- e. Hours donated will be used in the order in which they are received.

ARTICLE 9 **INJURY PAY**

Section 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. Any payment by the City shall not act as or be construed as an admission of liability or waiver to any defenses it may have should litigation be pursued.

Section 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, but the total payment for time worked and medical treatment shall not exceed eight hours.

Section 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 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 10 **LEAVE OF ABSENCE**

Section 1 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 2 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 9, Section 4 as a condition for reinstatement.

Section 3 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 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 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 6 Union Leave: No more than one employee may be granted leave to attend Union conventions, or similar functions, subject to the following conditions. Such leaves must be scheduled as far in advance as the employee has knowledge of the proposed absence. All such leaves are subject to their being reasonable in length, frequency, and impact upon the City, and the City may deny any such leaves if they are not reasonable in any of these respects. Employees may use vacation time for such leaves, or may take such leaves without pay if, and only if, no vacation time is available.

Section 7 Military Service: Employees who enter the military services of the United States will be afforded all rights applicable by law.

Section 8 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 11
ATTENDANCE

Section 1 Attendance: Good attendance is a requirement, not an option. The following rules shall cover attendance.

Section 2 Notice of Absence: To notify properly of an absence, an employee shall notify the City as far in advance as possible, but no later than the start of his/her shift. The only exception to this is where an employee is unable to give such notification, in which case, the employee shall notify the City as soon as possible. If an employee is unable to reach any other working number in advance of his/her starting time, he/she shall call the number designated by each department and leave specific details of the expected absence.

Failure to notify properly of absence within a twelve month period:

1st day.....written warning
2nd day.....3 day suspension
3rd day.....discharge

Section 3 Absence: (a) Unexcused absence of more than 2 full days of scheduled work in any rolling 12 months is excessive. All absence over 2 full days of scheduled work in a rolling 12 month period, except as excused under paragraph (b) will be handled as follows:

3rd day..... 1st written warning
4th day..... final written warning
5th day..... 3 day suspension
6th day..... discharge (at the City's discretion)

An absence of less than eight (8) hours will count pro rata.

(b) Excused Absences: Absences covered by the Family and Medical Leave Act shall be excused. Necessary absence for medical or dental appointments scheduled in advance do not count towards discipline if the employee has given the City full advance notice and has cooperated fully in arranging the date and time of the appointment to be as little in conflict as possible. Necessary absence for medical and dental appointments in the event of an illness do not count towards discipline. Necessary absence for illness

or injury of an employee or the employee's immediate family will be excused providing the employee properly notifies the City of the absence, presents satisfactory medical evidence showing the employee was unable to work (in the case of an absence of three or more days or when required by the City) or that an immediate family member was treated and the employee was needed to care for the family member. Paid funeral leave, paid jury duty, paid holidays, paid vacations, paid personal leave days, military leave, and absence covered by formal leave of absence do not count toward discipline. Absence due to compensable injury or to a disability accompanied by hospital admission will not be counted toward discipline. An unscheduled absence due to illness when an employee properly notifies of the absence will be treated as an excused absence and will not be counted toward discipline.

Satisfactory medical evidence is required whenever sick leave is requested for three days or more. The City may require satisfactory medical evidence when sick leave is requested for less than three days if the employee has been absent on sick leave without satisfactory medical evidence on 40 hours within a calendar year. The employee will be put on written notice following the 40th hour that each subsequent absence during that year will require satisfactory medical evidence as a condition of receiving sick pay. Sick leave is to be used only for illness or injury; dishonesty in connection with sick leave is just cause for disciplinary action.

Satisfactory medical evidence is medical evidence that supports the use of sick leave. It may include a note from a doctor, a chiropractor, a nurse-practitioner or other health care provider. In the case of an ill dependent, a note from the day care provider or school may be satisfactory medical evidence. Pre-approved absences of less than a day for medical appointments will not require a note. To provide a uniform interpretation across departments, whether medical evidence is satisfactory will be determined by the Director of Human Resources, subject to the grievance and arbitration procedure

Examples: (1) An employee is ill on January 4, January 11, February 4, February 6, and February 11 without satisfactory medical evidence. These absences are excused. The City then gives the employee written notice that each subsequent absence will require satisfactory medical evidence. This notice is only for the employee's information and is not a disciplinary action. The employee is then absent on March 4 and March 11 without satisfactory medical evidence. These two absences are unexcused. The employee is then absent on March 17 without satisfactory medical evidence. This will be the employee's third unexcused absence in a rolling 12-month period and will result in a first written warning under Section 3(a) above.

(c) An employee with 12 or more consecutive months of perfect attendance will have a cushion of one unexcused absence before being counted.

Section 4 Tardiness: Unexcused tardiness of two or more occurrences in the preceding twelve months is excessive. All unexcused tardiness over two occurrences in preceding twelve months will be handled as follows:

Third occurrence.....written warning
 Fourth occurrence.....final written warning
 Fifth occurrence.....3 day suspension
 Sixth occurrence.....discharge

Tardiness is defined as reporting to work more than one (1) minute and up to one (1) hour after a scheduled starting time at the start of a shift or after a lunch period. A tardiness becomes an absence when the duration is more than one hour and the entire period shall be handled under the attendance provision.

Any pre-arranged, prior notice, or emergency related lateness with supervisory approval will be an excused tardiness. Any excused tardiness will not be counted. Proper notification of an absence or tardiness is required.

Make up time shall be permitted if adequate work is available by using up to one hour of the lunch period, plus 30 minutes prior to or at the end of the shift up to a maximum of 1 ½ hours a day. This shall only apply during the same day and with approval by the supervisor.

ARTICLE 12
INSURANCE

Section 1. Health Insurance.

(a) Benefits Offered. The City will offer health insurance benefits throughout the term of this Agreement including dependent coverage as federal and state law requires. 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 HAS 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.

The City shall select the carrier for the HDHP annually after consulting with the Insurance Committee. The City will maintain comparable coverage for the duration of this Agreement. Comparable coverage shall mean that the City shall solicit quotes annually from up to three carriers and request standard products which most closely

match the plan design then in effect. Exact match of plan design need not be obtained. Bargaining unit employees shall be offered the same benefits on the same terms applicable to the City's unrepresented employees.

(b) HSA Reimbursement. An employee may be reimbursed up to a maximum of \$400 if on a family plan and \$200 for a single plan for 2014 and up to a maximum of \$1,000 on a family plan and \$500 on a single plan 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 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.
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.
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Reimbursement 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	\$200	To qualify for reimbursement, the

130/80 Cholesterol of less than 200 mg BMI of less than 25		employee must meet two of the three categories.
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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.

(c) Insurance Committee. The Union shall designate 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.

(d) Cost Sharing. For the 2014, 2015 and 2016, 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 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 of \$2,000 for those eligible for family coverage and \$1,000 for individual coverage.

Section 2. Life Insurance. The City shall provide and pay the necessary premium for group life insurance in the amount of \$50,000 for each employee covered by this Agreement.

Section 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 13

SENIORITY, LAYOFF, CALLBACKS, AND PROMOTIONS

Section 1 City seniority means the employee's length of service with the City since his/her last date of hire, regardless of classification or department or division. Department seniority means the employee's length of service in a department of the City since his/her most recent date of employment with that department. The departments for departmental seniority purposes are: Finance, Utilities Business Office, Income Tax, Information Technology, Engineering, Distribution and Power Plant, Street Department, Traffic Department and Health Department.

Section 2 Probationary Period: Employees are on probation during the first 120 days worked of their employment. During that time, they may be disciplined, suspended or terminated and such discipline, suspension or termination shall not be subject to review or the grievance procedure. The probationary period shall be extended only by mutual agreement of management and the union. Employees have no seniority while on probation, but if kept beyond that period, they have seniority from the most recent date of hire. A part-time employee shall not be required to serve another probationary period if he/she becomes a full-time employee in the same classification and department, with the same job duties.

Section 3 Seniority shall be forfeited for the following reasons:

- a. failure to report to work within 20 calendar days after receipt of or attempted delivery of notification of recall sent to the last address supplied by the employee to the City;
- b. absence due to leave or layoff for 12 consecutive months;
- c. voluntary quit;
- d. discharge for just cause;
- e. failure to report at the end of a leave of absence or vacation without justifiable reason; or
- f. failure to report to work for three consecutive work days without calling in, unless the employee can prove that circumstances prevented him/her from calling in.

Section 4 It is recognized that employees may wish to advance their careers through transfer and promotion to other classifications. The City will provide and pay for training and development opportunities. The City will determine the number of employees to be trained for each classification. The City will be guided in its determination by the number of anticipated vacancies, availability of training opportunities, and the cost of training. If an employee wishes to be considered for a permanent transfer or promotion to another job, he/she shall fill out a request for transfer with the City. When a vacancy occurs, the City shall consider all qualified bargaining unit employees who have requested transfer to the vacant position. If there is more than one qualified applicant, then the City will consider the length of service, the quality of the work record and the ability to perform the work required of each applicant. The senior qualified bargaining unit employee based on department seniority shall be entitled to the vacancy unless a junior employee is more qualified, based on fitness and ability and past job performance. If none of the qualified applicants are currently employed in that department, then the senior qualified employee based on City seniority shall be entitled to the vacancy, unless a junior employee is more qualified. If there are no qualified applicants, the City may fill the vacancy as it sees fit. Employees may file multiple requests for transfers for separate jobs at the same time, and may cancel a request at any time by written notice to the City.

An employee transferring to another job shall be on a trial period for the first sixty (60) days worked. The trial period may be extended up to another sixty (60) days worked by mutual consent of the employee and the City. If at any time during the trial period, the employee fails to make satisfactory progress, the City may remove him/her and return him/her to his/her former job, or, if in the judgment of the City this would be disruptive, to such other job as would create a minimum of disruption.

The City need not consider the request for a lateral or downward transfer if that employee has, at his/her own request, been given a lateral or downward transfer within the last 12 months. "Lateral or downward" means transfer to a job with equal or lower pay. An employee on a leave of absence may submit a request for a transfer.

Section 5 Seniority Roster: Each quarter the City shall furnish the Union a roster of all bargaining unit employees. It shall be in order of length of service with the City and shall legibly state the employee's name, job classification, pay range, pay step, and the date the employee was placed in that pay step.

Section 6 Reinstatement: Any employee who resigns voluntarily may be reinstated upon application to any position in that same class and salary if there is a need for his/her services within two (2) years after the date of his/her resignation upon the recommendation of the supervisor and at the discretion of the City Manager. Former employees who are reinstated under this Section are new employees for purposes of this Agreement, including without limitation, the probationary period required by Section 2 of this Article and no seniority credit is given.

Section 7 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 classification of the employment in which reduction shall be made and 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. Within each affected classification, all seasonal employees shall be laid off before probationary employees and all probationary employees before permanent employees. Part-time clerical contract employees will be laid off prior to the layoff of full-time clerical employees in the bargaining unit. The City shall discuss any proposed layoff with the Union before taking such action. When an employee has been removed from his/her classification, he/she may displace another employee (including a seasonal, part-time, or temporary employee) in an equal or lower paying job classification if the employee has less seniority. When an employee displaces another employee under this Section, he/she must be able to perform the work required without further training other than orientation. He/she shall be on a trial period for the first sixty (60) days worked if this is a position he/she has not previously held. If at any time during this trial period the employee fails to perform satisfactorily, the City may remove him/her from the job and shall then place him/her otherwise in accordance with the provisions of this Section.

Section 8 Call Back: When there is a callback, those who have been laid off shall, for a period of time not to exceed their length of seniority, be eligible to be called back to work on the same principles as are applied in cases of layoff, if they are still available. Eligible employees on a layoff shall be recalled to jobs in the bargaining unit for which they are qualified, prior to the hiring of new employees for such jobs.

ARTICLE 14
GRIEVANCE PROCEDURE

Section 1 A grievance is a claim that the City has violated this Agreement. There shall be an earnest and honest effort to settle differences and disputes promptly. An aggrieved employee shall first take up his grievance with his/her immediate supervisor. Upon the request of either of them, a steward shall be present. If any controversy or difference arises between an employee and the City with respect to the interpretation or application of this Agreement or the rights, obligation or liabilities of the parties here under with reference to this Agreement, then the controversy or difference shall be handled as follows:

Step 1: The employee or employees will present the grievance in writing on forms provided by the Union to the department supervisor within 5 work days of the time the employee becomes aware of the alleged grievance or could reasonably be assumed to have been aware of the alleged grievance. The employee shall be accompanied by a Union representative except as provided by law. Class grievances must be filed within 5 work days of the alleged cause for the grievances. The Union will be entitled to be represented by the steward and management by the immediate supervisor, unless waived by the other side. The supervisor will schedule a meeting within five (5) work days of the conclusion of the meeting. If the employee does not refer the grievance to the next step of the grievance procedure within 5 work days after receipt of the decision rendered in this step, it shall be considered to have been satisfactorily resolved.

The grievance, as prepared in Step 1, shall be prepared in 5 copies by the grievant and given to the department supervisor under Step 1. The department supervisor shall make distribution of said copies as follows:

Retain one and deliver to:

- 1 Copy – Department Head
- 1 Copy – City Manager
- 1 Copy – Personnel

The 5th copy shall be retained by or forwarded to the employee or his/her representative.

If, through inadvertence, a copy is not distributed pursuant to the above, it shall not prejudice the grievance.

Step 2: The grievance, along with all correspondence, shall be submitted to the Department Head who shall investigate the grievance and schedule a grievance meeting within 5 work days. The Union will be entitled to be represented at the meeting by the Chapter Chairperson (or the Chief Steward) and management by the immediate supervisor and the department head unless waived by the other side. Both the employee and management shall have the right to present such witnesses as are

necessary for a complete airing of the grievance. The department head shall reply to the grievance in writing within 7 work days after the grievance meeting. If the grievance is not referred to the next step within 5 work days after receipt of the reply from the Department Head, it shall be presumed to have been satisfactorily resolved. If the department head fails to schedule the grievance meeting within 5 work days of its being submitted to him, the employee may, at his option and upon written notification delivered to the City Manager, take the grievance directly to Step 3.

Step 3: The grievance, with all correspondence, shall be submitted to the City Manager and/or his designated representative. The City Manager or his designated representative shall investigate the grievance and schedule a grievance meeting within five work days of receipt of the grievance. The Union will be entitled to be represented by the Chapter Chairperson, (or Chief Steward), local Union president and the staff representative, unless waived by the other side. The City Manager or the designated representative shall reply to the grievance in writing within 7 work days after the grievance hearing. The grievance shall be considered to have been satisfactorily resolved unless a written notice of a request to arbitrate is received by the City Manager within 10 days after receipt of his reply to the grievance.

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 4: Mediation: The parties may mutually agree to use the mediation procedure through the Federal Mediation and Conciliation Service (FMCS) to resolve any differences before proceeding to arbitration. Mediation shall be non-binding upon the parties unless the parties mutually agree otherwise. If the grievance is not resolved through mediation, the Union may refer the grievance to the arbitration procedure. If not referred to the arbitration procedure within 10 calendar days after receipt of the mediator's recommendation rendered in this step, the grievance shall be considered settled. Use of the mediation step shall not impair the parties' right to arbitrate a grievance.

Step 5: Should the grievance remain unresolved at the preceding step, a written notice of intent to proceed to arbitration shall be served upon the City Manager by the Union within ten (10) working days.

Step 6: Arbitration Procedure: After the delivery of the intent to arbitrate, either the City or the Union may request the appointment of an arbitrator by the Arbitration Mediation Service from Cincinnati, Ohio under its voluntary rules for labor matters. Nothing that happens after this Agreement expires shall give rise to any right under this Agreement nor shall it be subject to arbitration, except that no employee shall be deprived of any benefit vested under the terms of this Agreement and a claim of deprivation of contractually vested benefits shall continue to be subject to arbitration after the expiration of this Agreement. A date for arbitration hearing shall be set as soon as possible in accordance with the availability of the arbitrator and the needs of

the City and the Union. The decision of the arbitrator shall be final and binding on all parties.

Section 2 Sharing of Costs: The City and the Union shall share equally in the expense of the arbitration.

Section 3 Time Limits: It is understood that the time limits imposed in this Article may be extended at any step by mutual consent. Similarly, any step in the grievance procedure may be eliminated by mutual consent.

Section 4 Arbitrator's Scope of Authority: The arbitrator shall have no power to add or subtract from or modify any of the terms of this Agreement. His sole authority and responsibility shall be to render an award on the matters presented to him.

Section 5 Duplicate Redress: Any matter subject to appeal to the Civil Service Board shall not be subject to the grievance procedure unless the employee waives, in writing, the right to appeal to the other agencies. Section 32 of the Charter of the City of Piqua also provides a grievance procedure which is hereby interpreted as the grievance procedure set forth in this Article 14.

Section 6 In any case when a decision of the appropriate Management representative is not given at Step 2 or Step 3 of the grievance procedure within the limits specified or within the period that may have been extended by mutual agreement, the grievance may be taken to the next step of the grievance procedure.

ARTICLE 15

MANAGEMENT RESPONSIBILITIES

Section 1 The management and direction of the affairs of the City are retained by the City. This includes, but is by no means limited to the planning, direction and control of operations; the selection, transfer, assignment, and layoff of employees; the termination of employees for just cause; the securing of the revenues of the City; the exercise of all functions of government delegated to the City by the Constitution and the statutes of the State of Ohio and the City Charter; the determination as to what services the City shall perform and the size and composition of the work force; the determination of the tools, equipment, machinery, and methods to be used; the determination as to whether and to what extent work required shall be performed by employees covered by this Agreement; the contracting for the performance of such work as the City deems advisable; the making and enforcement of reasonable rules; the establishment of operation and work standards; the scheduling of work; the temporary transfer of employees between jobs, shifts and departments in order to maintain efficient or economical operations; and the assignment of job duties in accordance with requirements determined by the City.

Section 2 The City retains all management rights, including those enumerated above, except to the extent this Agreement specifically and expressly provides to the

contrary. These rights may be exercised without prior consultation with the Union. Should the City fail to exercise any of its rights, or exercise them in a particular way, it shall not be deemed to have waived its rights or to be precluded from exercising them in some other way.

Section 3 This Article, and any other provisions in this Agreement relating to management rights, are solely intended to supplement the rights of management set forth in Section 4117.08 of the Ohio Rev. Code. This is not a waiver of the City's right to refuse to bargain about any and all of the rights contained in Section 4117.08.

ARTICLE 16 **LABOR-MANAGEMENT AND SAFETY COMMITTEE**

Section 1 In the interest of sound industrial relations, a joint committee of no less than four, nor more than six members, half of whom shall be from Management and half of whom shall be from the Union, will convene from time to time for the purpose of discussing subjects of mutual concern, including a review of grievances. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect in the solution of common problems. A request for a Labor-Management meeting is to be addressed to the City Manager.

Section 2 Employees and supervisors may meet to discuss and develop solutions to subjects of mutual concern or to improve relationships.

ARTICLE 17 **WAIVER**

Since both sides had the chance to bring up any appropriate subject in negotiations for this Agreement, they both give up the right to require the other to bargain about anything during the life of this Agreement.

The only exceptions are:

- a. Bargaining for a new contract to succeed this one under Article 25;
- b. Negotiations under Article 18, Effect of Law;
- c. Article 5: Wages in 2011; and
- d. Article 11: Health insurance benefits for 2012.

ARTICLE 18
EFFECT OF LAW

This Agreement is subject to all applicable laws, regulations, and provisions of the United States and State of Ohio, and, except for negotiable subjects, is subject to the City of Piqua Charter, general ordinances, resolutions, and Civil Service Rules and Regulations. All provisions of this Agreement shall, where reasonably possible, be interpreted to comply with applicable laws, provisions, ordinances, regulations and judicial decisions under them.

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

If any provision of this Agreement is contrary to the law or any authority set forth above, it shall be of no further force and effect, but the remainder of this agreement shall remain in full force and effect. The City and the Union shall meet promptly, upon the request of either, to negotiate a lawful replacement provision. These negotiations shall be in good faith, but the replacement provision itself shall not be subject either to arbitration or to impasse procedures.

ARTICLE 19
DISCIPLINE, DEMOTION, DISCHARGE

Section 1 Discipline and Discharge: The City shall impose no discipline or discharge on an employee without just cause. 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 grievances will start at Step 1 in the normal way.

This Article shall be applied uniformly to all departments. Disciplinary actions by the City shall include (but are not limited to) reprimands, suspension without pay, or demotions, in addition to discharge. These disciplinary actions may be initiated by the immediate supervisor or department head. All such actions shall be reduced to writing and copies shall be submitted to the employee, Union and all involved supervisory levels. The City will apply the principles of progressive discipline where appropriate. Progressive disciplinary steps may include, but are not necessarily limited to, oral reprimand, written reprimand, suspension or discharge. Depending upon the circumstances of the offense and the employee's work record, an employee's misconduct, even if a first offense, may result in more serious disciplinary action than an oral reprimand, up to and including discharge. All such action shall be reduced to writing and a copy shall be submitted to the employee, union steward and local president and all involved supervisors.

Section 2 If an employee receives a verbal warning (on the form marked and attached hereto as Exhibit "A") which is placed in his/her personnel folder, such verbal warning shall be removed at the expiration of ninety (90) days from the date thereof, if there has been no further discipline of similar or like offense within the 90 days. However, if the employee receives a second verbal warning within 90 days from the first verbal warning for the same offense, both verbal warnings shall be kept an additional 90 days from the date of the second verbal warning.

If an employee receives a written warning (on the form marked and attached hereto as Exhibit "B") which is placed in his/her personnel folder, such written warning shall be removed at the expiration of 180 days from the date thereof, if there has been no further discipline of similar or like offense within the 180 days. However, if the employee receives a second written warning within 180 days from the first written warning for the same offense, both written warnings shall be kept an additional 180 days from the date of the second written warning.

ARTICLE 20 **COMPENSATORY TIME**

Compensatory time shall be at the applicable rate as described in Article 5, Section 4 of this Agreement. Employees who have worked overtime for which they are entitled pay at the applicable rate as described in this Agreement, may accumulate compensatory time off up to 26.7 hours worked (40 hours time off) in lieu of pay at the overtime rate, at their request and with their supervisor's approval. Compensatory time off may be taken at a time requested by the employee and approved by the supervisor.

ARTICLE 21 **NON-DISCRIMINATION**

Section 1 The City shall not practice any form of discrimination against its employees on the basis of Union membership. The City shall treat its employees in the bargaining unit who are Union members neither more or less favorably than it treats its employees in the bargaining unit who are not Union members.

Section 2 The City and the Union and each employee in the bargaining unit will cooperate to abide by all applicable laws and regulations forbidding discrimination on account of age, sex, race, color, creed, national origin, disability, or Union activity.

Any complaint of discrimination may be subject to the grievance procedure as set forth in Article 14.

Section 3 Notwithstanding any other provision of this Agreement, the City may reassign a disabled employee or restructure a disabled employee's job in order to reasonably accommodate the disabled employee. The City shall confer with the Union in advance of such reassignment or restructuring in an attempt to agree upon a reasonable accommodation. If no agreement is reached, the Union may grieve the

reassignment or restructuring. If such grievance proceeds to arbitration, the issue for the arbitrator shall be whether the reassignment or restructuring is a reasonable accommodation under the Americans with Disabilities Act or Ohio Revised Code 4112.

ARTICLE 22
MISCELLANEOUS

Employees are required to keep the City informed of their current address, telephone number, operator-commercial driver's license number and status, and dependency status.

ARTICLE 23
AMERICANS WITH DISABILITIES ACT AND
FAMILY AND MEDICAL LEAVE ACT COMPLIANCE

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

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

ARTICLE 24
NEGOTIATION PAY

The City will pay for up to four employees for time during regular work hours to attend meetings to negotiate a successor agreement.

ARTICLE 25
DURATION

This Agreement will be in effect from January 1, 2014, through 11:59 P.M. December 31, 2016, and will then terminate. Upon the request of either party, negotiations for a new Agreement will begin 90 days before that date and the parties will try to conclude negotiations by 45 days before that date.

CITY OF PIQUA

OHIO COUNCIL 8
AMERICAN FEDERAL OF STATE, COUNTY
& MUNICIPAL EMPLOYEES, AFL-CIO, AND
its LOCAL # 984

Gary A. Huff, City Manager

David McIntosh, Union Rep.

Stacy M. Wall, Law Director

Mike Thompson, President

Elaine Barton, HR Director

Candi Etter

Cynthia Holtzapple, Finance Director

Amy Welker, Health and Sanitation Dir.

Date Signed _____

Date Signed _____

FINANCE DEPARTMENT

CASH HANDLING POLICY

The establishment of this policy is designed to set reasonable standards for the handling and balancing of cash and resolution of cash shortages or overages. It applies to those City employees handling cash as a normal part of their employment and who retain sole control of their cash through the balancing process, including use of locked cash drawers.

Effective November 1, 2006, affected employees are required to have a balancing proficiency minimum of 90 percent, and a 12-month variance total no larger than \$100. For the purposes of this policy, amounts of less than \$1.00 shall not be included in the 12-month variance total.

Ninety percent proficiency is defined as balancing a minimum of 90 percent of days worked. Measurement of 90 percent proficiency shall be based on each completed month. For new hires, this policy shall be in effect beginning with the second month worked.

Consistent balancing is important to ensure that customer transactions are being handled accurately. Amounts of less than \$1.00 will not be included in the 90% proficiency minimum; however, they will continue to be documented, and employees should continue their efforts to review and resolve any out of balance amounts of less than \$1.00. If proficiency drops to 75% or below when including amounts less than \$1.00, disciplinary action may result as stated in the "Failure in Proficiency/Variance" section of this policy.

To facilitate accuracy in the handling of cash and balancing of daily amounts, these procedures are to be followed:

Only that person responsible for her/his cash drawer shall place money or check into or give change from that drawer. During periods the employee is absent from the area for lunch, breaks, etc. the cash drawer shall be locked with the key retained by the employee.

Should, for any reason, need for another cashier arise, another cash drawer shall be opened for that purpose. In the event checks for the correct amount only are taken by a third person, those stubs and checks shall be held separate for review by the returning employee before entry into her/his cash drawer.

Cash Balancing

Upon arrival of time to balance daily receipts, the employee shall remove her/his cash drawer and applicable cash control documents to the designated area and summon an authorized second person from the Accounting Division. Both shall take part in the counting and balancing procedure.

If the counts shows the employee to be in balance, the employee and designated Accounting Division person shall initial the edit listing or appropriate document, a receipt will be issued, and the money shall be given to the custody of the Accounting Division representative.

Balancing During Absence

On the day before scheduled absence, the employee shall, before leaving the office, remove her/his cash drawer and applicable cash control documents and follow the same procedure as outlined above.

In the event of an unscheduled absence, the appropriate manager will remove the employee's cash drawer and applicable cash control documents to the designated area and summon an authorized second person from the Accounting Division or the accounting manager before unlocking the cash drawer. The authorized person from Accounting or the accounting manager shall take part in the counting and balancing procedure.

If the count shows the employee to be in balance, the authorized accounting personnel will initial the edit listing or appropriate document and issue a receipt; the money shall remain in the custody of the Accounting Division.

If the counting and balancing procedure shows an overage or shortage which cannot be found through diligent effort, the appropriate manager shall verify the shortage or overage and also initial the edit listing or appropriate document. The employee shall attempt to locate the shortage or overage upon her/his return to the office.

Cash Imbalances

If the counting and balancing procedure shows an overage or shortage and cannot be found through diligent effort, the appropriate manager shall verify the shortage or overage and also initial the edit listing or appropriate document.

In the event a second employee has not yet started the balancing procedure, the

Accounting Division representative will assume custody of the out-of-balance money and documents. The employee shall resume work to enable the second employee and Accounting Division designee to balance.

The employee shall attempt to locate the shortage before the money is transmitted to the bank for deposit. Any such out-of-balance condition later identified as a non-cash shortage shall not be counted under this policy.

Outside Agency Errors

Should the cashier find an error in deposit slips turned in by a bank or other outside agent collecting moneys for the City, the appropriate manager shall be notified. The error shall be verified and the outside agent contacted. Any temporary shortage resulting from a delay in transmission of a corrected or additional deposit slip shall not count as a cashier variance under this policy.

Failure in Proficiency/Variance

In the event an employee falls below a proficiency of 90 percent in balancing monthly, or drops to 75 percent proficiency or below monthly inclusive of all out of balance amounts, or experiences a variance of more than \$100 during a continuing 12 month period, she/he shall be subject to the following action:

- First occurrence Verbal warning
- Second occurrence Written warning
- Third occurrence 3 day suspension
- Fourth occurrence Discharge

If the total accumulated variance exceeds \$100 during a continuing 12 month period, the employee will be required to make restitution to the City for the total amount.

Effective January 1, 2014

Class Code	Classification Title	Pay Range	Step A	Step B	Step C	Step D	Step E
105	Clerk Typist	21	13.90	14.46	15.13	15.71	16.40
107	Secretary I	26	16.43	17.24	18.08	18.89	19.79
126	Clerk Cashier	21	13.90	14.46	15.13	15.71	16.40
130	Account Clerk I *	25	15.94	16.61	17.42	18.27	19.05
131	Account Clerk II *	26	16.89	17.58	18.42	19.26	20.19
132	Account Clerk III *	27	18.50	19.61	20.18	20.78	21.44
135	Accountant III	32	20.78	22.17	22.84	23.58	24.44
201	Engineering Tech. I	24	14.19	14.81	15.49	16.09	16.77
202	Engineering Tech. II	31	20.19	21.45	22.17	22.84	23.58
205	Engineering Tech III	32	20.78	22.17	22.84	23.58	24.44
301	Computer Prog./Opr.	31	20.19	21.45	22.17	22.84	23.58
305	Programmer/Analyst	34	21.45	22.86	23.53	24.27	25.08

*Account Clerks I, II, and III who achieve a two-year degree will receive an education stipend of 10% of their base salary. **This stipend will only apply to those employees who are currently pursuing their degree. It will not be afforded to employees hired after November 14, 2003.**

Effective January 1, 2015

Class Code	Classification Title	Pay Range	Step A	Step B	Step C	Step D	Step E
105	Clerk Typist	21	14.18	14.75	15.43	16.02	16.73
107	Secretary I	26	16.76	17.58	18.44	19.27	20.19
126	Clerk Cashier	21	14.18	14.75	15.43	16.02	16.73
130	Account Clerk I *	25	16.26	16.94	17.77	18.64	19.43
131	Account Clerk II *	26	17.23	17.93	18.79	19.65	20.59
132	Account Clerk III *	27	18.87	20.00	20.58	21.20	21.87
135	Accountant III	32	21.20	22.61	23.30	24.05	24.93
201	Engineering Tech. I	24	14.47	15.11	15.80	16.41	17.11
202	Engineering Tech. II	31	20.59	21.88	22.61	23.30	24.05
205	Engineering Tech III	32	21.20	22.61	23.30	24.05	24.93
301	Computer Prog./Opr.	31	20.59	21.88	22.61	23.30	24.05
305	Programmer/Analyst	34	21.88	23.32	24.00	24.76	25.58

*Account Clerks I, II, and III who achieve a two-year degree will receive an education stipend of 10% of their base salary. **This stipend will only apply to those employees who are currently pursuing their degree. It will not be afforded to employees hired after November 14, 2003.**

Effective January 1, 2016

Class Code	Classification Title	Pay Range	Step A	Step B	Step C	Step D	Step E
105	Clerk Typist	21	14.46	15.05	15.74	16.34	17.06
107	Secretary I	26	17.10	17.93	18.81	19.66	20.59
126	Clerk Cashier	21	14.46	15.05	15.74	16.34	17.06
130	Account Clerk I *	25	16.59	17.28	18.13	19.01	19.82
131	Account Clerk II *	26	17.57	18.29	19.17	20.04	21.00
132	Account Clerk III *	27	19.25	20.40	20.99	21.62	22.31
135	Accountant III	32	21.62	23.06	23.77	24.53	25.43
201	Engineering Tech. I	24	14.76	15.41	16.12	16.74	17.45
202	Engineering Tech. II	31	21.00	22.32	23.06	23.77	24.53
205	Engineering Tech III	32	21.62	23.06	23.77	24.53	25.43
301	Computer Prog./Opr.	31	21.00	22.32	23.06	23.77	24.53
305	Programmer/Analyst	34	22.32	23.79	24.48	25.26	26.09

*Account Clerks I, II, and III who achieve a two-year degree will receive an education stipend of 10% of their base salary. **This stipend will only apply to those employees who are currently pursuing their degree. It will not be afforded to employees hired after November 14, 2003.**

RESOLUTION NO. R-15-14

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A
COLLECTIVE BARGAINING AGREEMENT WITH
THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION**

WHEREAS, the City of Piqua and the Ohio Patrolmen's Benevolent Association 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 Ohio Patrolmen's Benevolent Association for the deputy police chiefs and lieutenants 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
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
1/1/2014 – 12/31/2016**

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This Agreement is between the City of Piqua, Ohio (the City) and the Ohio Patrolmen's Benevolent Association (the Union).

ARTICLE 1. COVERAGE.

Section 1. Recognition. The City recognizes the Union as the exclusive bargaining representative for all Deputy Chiefs and Lieutenants, but excludes the Chief. This Section is solely for the purpose of granting exclusive recognition and defining the coverage of this Agreement, and nothing else is intended or is to be inferred from this Section. Whenever a specific reference is not made to Deputy Chief or Lieutenant in this Agreement, the terms "member" or "employee" will be utilized to generally refer to all bargaining unit members.

Section 2. Dues Checkoff. During the term of this Agreement, the City will deduct regular and uniform dues for the Union for each member who authorizes that deduction in writing and provides it to the City. The authorization shall be lawful and shall be revocable by a written notice to the City. The City will promptly forward checked-off dues to the Union each month. The Union will indemnify the City and hold it harmless from any liability in complying with this Section or attempting to comply with this Section.

Section 3. Fair Share Fee. All members who do not become members in good standing of the Union shall pay a fair share fee to the Union effective 60 days from the officer's date of hire as a condition of employment. The fair share amount shall be certified to the City by an authorized representative of the Union, in writing, but shall not be an amount larger than the dues amount paid by members, as provided in Ohio Revised Code 4117.09(C). Deductions of the fair share fee from any earnings of the member shall be automatic and shall not require written authorization for payroll deduction. The City will promptly forward fair share fees to the Union each month. The Union will indemnify the City and hold it harmless from any liability in complying with this Section or attempting to comply with this Section.

ARTICLE 2. MANAGEMENT RIGHTS.

- A. The City reserves and retains the right to direct, manage and control the affairs of the City and its employees, except to the extent this Agreement specifically provides to the contrary.
- B. This includes, but is not limited to:
 - 1. the exercise of all functions of government granted to the City by the constitution and the statutes of the State of Ohio and the Charter of the City of Piqua;
 - 2. the securing of revenues of the City;
 - 3. the determination from time to time as to what services the City shall perform;

4. the establishment or continuation of policies, practices, or procedures for the conduct of its affairs and from time to time, the change or abolition of such practices or procedures;
5. the purchasing and maintaining of adequate and safe equipment;
6. the determination of the tools, equipment, machinery, and methods to be used;
7. the selection, transfer, assignment and layoff of employees;
8. the termination of probationary employees, and the termination for just cause of other employees;
9. making, amending, and enforcing reasonable work rules and regulations;
10. the determination of the number of hours per day or other period any operation may be carried on, and the times for the performance of such operations;
11. the determination of the starting and stopping times for each job and shift;
12. the selection and determination of the number and the types of employees required;
13. the establishment of training programs and upgrading requirements for employees;
14. the establishment and the changing of work schedules and assignments;
15. establishing and changing job content;
16. determining what jobs are to be created, retained or discontinued and how they are to be filled;
17. the determination of the size and composition of the work force; and
18. taking such other measures that the City or its management may determine to be necessary for the orderly and efficient operation of the work force.

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

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

ARTICLE 3. NO STRIKE - NO LOCKOUT.

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

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

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

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

ARTICLE 4. COOPERATION.

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

ARTICLE 5. DISCHARGE AND DISCIPLINE.

Section 1. Just Cause. The City has a right to discharge or discipline members for just cause, and to discharge or discipline probationary employees with or without just cause.

Section 2. Probationary Employees. All new members shall be probationary for one year after their date of initial appointment. The City has the right to terminate or layoff

probationary employees for any reason, except to the extent provided otherwise in Article 6, Section 3. Such action shall not be subject to the grievance procedure or arbitration, or to any recourse under this Agreement.

Section 3. Forms of Discipline. Forms of disciplinary action are:

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

Disciplinary action may begin at any step that is consistent with the principles of progressive discipline and just cause. Counseling shall not be considered disciplinary action.

Section 4. Old Discipline. Previous disciplinary actions shall not be used to increase the severity of the penalty in any pending action according to the following schedule of time limits:

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

Section 5. Personnel Files. Any member may review that member's personnel records at any reasonable time upon written request. This includes both the member's official personnel file (maintained by the Human Resources Director) and the member's development file (maintained by the Chief of Police). If a member believes that any material in the member's file is inaccurate or unfavorable, the member may place a signed and dated statement of rebuttal or explanation in the file. In responding to a third party's request for an member's personnel file and/or development file, the City will comply with all applicable legal requirements. The City will make a reasonable effort to notify the member of the request before responding to the request or as soon as practicable afterwards.

Section 6. Investigations.

- A. The City and the Union recognize the need for a process whereby management can effectively maintain the honesty and integrity of the organization through a discipline process that is not so complex and vague in its wording that it is unenforceable and yet maintains just protection, dignity and generally recognized rights of the member. The following procedure shall apply only to those instances whereby suspension, demotion, discharge or the filing of criminal charges is likely to occur.
- B. Members shall be informed of the general nature of an incident prior to any interrogation and shall be informed whether the investigation focuses upon the filing of criminal charges or internal discipline.

- C. Before a member may be charged with insubordination for failure to answer questions or for failure to participate in an investigation, he shall be advised that such conduct, if continued, shall constitute the basis for such a charge. During interrogations where suspension, demotion, discharge or the filing of criminal charges is likely to occur, the member shall be notified of his right to have a representative present. The representative may be a Union representative or an attorney. If the member desires to have a representative present, he shall be given reasonable opportunity to consult with the representative before the interrogation begins.
- D. Management shall have the right to require members to submit written reports of incidents under investigation. However, the member shall retain the right to simultaneously submit to the Union a copy of such report. Should such a report submitted show that the officer has committed a crime, said report may not be used in any criminal proceeding against the member. The report may be used by the City or the Union in taking action or defending said member with respect to discharge or discipline.
- E. A copy of any tapes (audio or video) or transcripts made of discipline hearings held before the Chief of Police or City Manager shall be made available to the Union upon request for the purpose of defending a member in the case of discipline or discharge.
- F. Any member who has been the subject of an investigation shall be informed, in writing, of the outcome at the conclusion of the investigation. The City shall conduct all internal investigations in an expeditious manner, consistent with recognized investigative techniques, and shall not engage in unwarranted delays. The member under investigation shall have the right to approach the City directly or through his representative to ascertain the status of the investigation. The member shall be offered a pre-disciplinary hearing with the Chief of Police before a suspension, demotion or discharge is issued.
- G. This Section shall not be interpreted to require a pre-disciplinary hearing or any of the other procedures specified by this Section in cases of disciplinary action based on a member's arrest or conviction for a felony offense. If the arrest is followed by acquittal or dismissal of charges, and the Department intends to impose further discipline, the Department will conduct a pre-disciplinary hearing within two weeks of the acquittal or dismissal.

Section 7. Press Releases. There shall be no press releases regarding the member under investigation until the investigation is completed and the member is either charged or cleared. The Department will not voluntarily release, for a period of 24 hours, the name(s) of any member(s) involved in deadly force incidents (intentional or accidental) wherein a citizen or citizens have been severely injured or killed, provided that the Department and the City shall remain free to satisfy their legal obligations under the Public Records Act and any other applicable laws.

Section 8. Duty to Public and Officer. The first principle in any internal investigation is the Department's duty to the public, the second is the duty to provide fair procedures to any member involved. Any failure of the City to comply with this Article shall not invalidate any disciplinary action or make any evidence inadmissible. Those restrictions are covered by federal law.

Section 9. Conditions of Employment. As a minimum condition of continued employment, any member must obtain and continuously maintain, within one year of employment, the following:

- A. certification as a police officer for the State of Ohio;
- B. certification of firearms and other OPOTC required annual training; and
- C. certification in CPR.

Lieutenants must also continuously maintain certification by the Ohio Department of Health on alcohol breath testing devices authorized by the Department and certification as an operator of speed measurement devices.

The City will schedule members for required training in obtaining certification in the above enumerated specialties. The City will pay any necessary overtime and fees required for these certifications.

ARTICLE 6. GRIEVANCE AND ARBITRATION.

Section 1. Definition. A grievance is a claim that the City has violated this Agreement. The City can answer and process a grievance in accordance with the terms of this Article without waiving the City's right to challenge the validity or arbitrability of the grievance. All time limits for processing grievances shall be calendar days; however, if a time limit is less than seven days, Saturdays, Sundays and holidays shall not be included.

Section 2. Procedure. All grievances shall be handled exclusively as set forth in this Article. Any settlement reached at any step in accordance with 4117.03(A)(5) shall be final and binding on the grievant, the City, and the Union. If a grievance is not filed or appealed on time, it shall be considered dropped. If the City does not answer on time, the grievant, at his option, may elect to have the matter considered at the next step without delay. All time limits may be extended by mutual agreement. A member may withdraw any grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

Section 3. Steps. The City and the Union shall cooperate to provide for the prompt adjustment of grievances in a fair and reasonable manner, with a minimum of interruption of work schedules. Every reasonable effort shall be made by both the City and the Union to resolve grievances at the earliest step possible. To carry this out, the following procedure shall be followed:

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

Step 1. In order for a grievance to be arbitrable the aggrieved employee must present his signed grievance in writing to the Chief of Police (or the person he has designated in writing to take his place in the grievance procedure) within 7 calendar days of the occurrence of the incident giving rise to the grievance. This may be extended to 7 calendar days after the employee became aware of the incident, or, if earlier, the date the employee should have become aware of it, using reasonable diligence, but in no case may a grievance be filed more than 30 days after the occurrence. The Chief of Police (or designate) shall schedule a meeting with the grievant and his representatives, if any, within 7 calendar days after receipt of the grievance. The Chief of Police (or designate) shall investigate and respond in writing to the grievance within 7 calendar days following the meeting.

Step 2. If the grievance remains unsettled, the employee must, if he wishes to proceed further, appeal it in writing, signed, to the City Manager (or the person designated in writing for these purposes) within 10 calendar days after the Chief's response. The City Manager or his designee shall schedule a meeting between the parties within 30 calendar days. The City Manager (or designee) shall have 14 calendar days following the meeting in which to respond.

Step 3 - Arbitration. If the grievance is not settled in step 2, the Union may then appeal the decision to arbitration. To do so, the Union will notify the City Manager of its intent to arbitrate within 15 calendar days of the answer of the City Manager. Either the City or the Union may then request the appointment of an arbitrator by the American Arbitration Association pursuant to its rules. The arbitrator shall have no power to add to, subtract from, or modify the Agreement in any way, but shall instead be limited to the application of the terms of this Agreement in determining the dispute. The arbitrator shall also have no power to determine any jurisdictional disputes between employees covered by the Agreement and employees outside the coverage of the Agreement, and shall have no power to rule on anything that happens before the initial effective date of this Agreement or after the termination date of this Agreement. The arbitrator shall promptly hear the matter and shall render his decision within 30 days from the arbitration hearing. His decision shall be final and binding upon the parties to this Agreement. This grievance and arbitration procedure shall be the sole and exclusive remedy for all claimed violations of this Agreement and shall be in lieu of all rights under state and local civil service rules. Each party shall pay one-half of any docket fee and of the cost of the arbitrator, but each party shall bear its own expenses.

Section 4. Multiple Grievances. No more than one grievance shall be placed before an arbitrator at any one hearing and in no instance shall there be multiple (two or more) grievances heard by any arbitrator unless the City and the Union agree to waive this Section.

Section 5. Content. In order to be arbitrable, all grievances must contain the following information and must be filed using the grievance form mutually agreed to by the parties:

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

Section 6. Class Grievance. A grievance may be brought by any member of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a situation affecting each member in the same manner, one member selected by such group may process the grievance as a class action grievance, provided such employee desiring to be included in such class action grievance signs the grievance. If more than one employee is involved in a grievance or a group of similar grievances, one of them shall be selected as spokesman.

Section 7. Union Grievances. The Union, through its representative, may file grievances claiming violations of the recognition clause, the dues deduction clause, or any other contract right which accrues solely to the Union as a labor organization and not to individual employees. Such grievances shall initially be filed at Step 2 within the time limits for filing Step 1.

Section 8. Attendance. The member filing the grievance may attend Steps 1 and 2 of the grievance procedure without loss of pay as a result of attendance during regularly scheduled working hours. For a class action grievance or a group of similar grievances, this protection against loss of pay will extend only to the spokesman. The member's representative (if a City employee) may also attend without such loss of pay at Steps 1 and 2. If the grievance is mutually scheduled on a non-working day, the member filing the grievance and the representative shall not be entitled to any pay.

Section 9. Visits of Union Representatives. A representative of the Union shall have access to the City's premises for the purposes of administering this contract with the consent of the City. The City will not unreasonably withhold such consent. The representative must first contact the Chief of Police and make the necessary arrangements for the place of the visit and the duration of the visit. The representative shall act in accordance with the terms of the consent and shall in no case interfere with any work.

ARTICLE 7. LEAVES OF ABSENCE.

Section 1. Leave for Personal Reasons. An member, upon written application, may be granted up to 30 days of unpaid personal leave of absence at the discretion of the City when such leave of absence is for justifiable reason, and this request will not be unreasonably denied. If, however, the employee accepts employment elsewhere without the consent of the City during the leave of absence, he shall be considered to have terminated his employment. If an employee accepts employment elsewhere, with City consent, and is retained on leave of absence, he shall receive no coverage under the health and welfare program of the City and shall receive no retroactive increase for his prior service unless re-employed without a break in service.

Section 2. Leave of Absence Due to Illness or Injury. An employee who is unable to work due to illness, injury, or other disability for a period in excess of 14 days must request a leave of absence in writing before the end of 14 days. The City may require a medical examination by a physician designated by the City as a condition of granting or continuing the leave or reinstatement. If the employee disagrees with the finding of the City's physician he may undergo a medical examination by a physician of his choice, at his expense. The employee's physician shall prepare a written report with a copy to the City. If the findings of the City's physician and the employee's physician are in conflict, a third physician will be chosen by the two physicians to provide a third opinion, at the City's expense. The findings of the third physician shall be final and binding on the City, the Union and the employee. In no event shall the leave for illness or injury extend for more than 1 year from the day the employee last worked, or, if less, for a period of time equal to the employee's seniority at the beginning of the leave, unless an extension is granted in the sole discretion of the City Manager, based on a medical opinion that the employee's return to work is imminent. Female employees will be granted a leave of absence for disabilities due to pregnancy on the same basis as leaves are granted for other disabilities. During the period of any leave under this section, the City may request an updated medical examination at the City's expense.

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

Section 3. Military Service. Employees who enter the military service of the United States will be afforded all applicable rights by law.

Section 4. Unpaid. All leave is unpaid unless otherwise specifically provided (for example, sick leave, injury leave and funeral leave).

Section 5. Ineligibility for Overtime. Employees on any form of leave of absence, paid or unpaid, are not subject to call-ins and work assignments and are not eligible for overtime or premium pay, except court time related to Piqua Police Department cases filed by or involving that employee on behalf of the City of Piqua.

ARTICLE 8. HEALTH AND SAFETY.

Section 1. Health and Safety Cooperation Between City and Union. The City will maintain provisions for the health and safety of all its employees as required by applicable law. The Union and all employees will cooperate with the City on all matters pertaining to health and safety. A joint labor-management health and safety committee shall be established which may consist of two Union representatives, the Human Resources Director and the Chief. The committee will be co-chaired by one of the Union representatives and the Chief. The committee's general responsibility will be to provide recommendations for a safe and healthful workplace by identifying hazards and recommending means to abate such hazards. The committee may meet quarterly or at times mutually agreed upon. Bargaining unit employees serving on the committee shall not suffer a loss in pay for time spent in committee meetings during their regularly scheduled shift. The Union may at any time bring a safety concern to the attention of the Chief or the City Manager.

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

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

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

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

Section 6. Physical Fitness and Wellness Program. It is recognized that each member is responsible for his physical fitness and will diligently strive to meet his/her standards. The physical fitness requirements for graduation from the Ohio Peace Officer Basic Training Program will be the basis of any mandatory standards applied. The standards used are attached by addendum, which shall be the standards in effect on the date of execution of the agreement.

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

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

Section 7. Medical Examinations. The City will provide comprehensive medical examinations, at the City's expense, to determine if the member is able to perform the essential job functions established by the Chief of Police. The Chief of Police will select the doctor(s) to perform the examinations. The content of the examination will be based on the recommendation of the doctor consistent with a member's essential job functions. The examination may include a stress EKG at the member's request. The City will provide for testing of each member, annually. Any member who attends an examination during the member's regularly scheduled working hours, with the approval of the Chief of Police, shall do so without loss of pay.

ARTICLE 9. DRUGS AND ALCOHOL.

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

Section 1. Use of Alcohol and Drugs.

- A. Employees shall not possess, sell or use alcohol or controlled substances while on the job, including meal periods.
- B. Employees shall not work or report to work under the influence of alcohol or controlled substances, except as provided in subparagraph C or D below.
- C. Employees must report to their supervisors when they are experiencing a reaction to a prescription or over-the-counter drug which may affect their ability to do their job.
- D. Employees called into work due to manpower shortage, emergency or other similar incident will report to the supervisor on duty any usage of alcohol.
- E. If an employee is called into work after consuming alcohol or is reporting to work when experiencing a reaction to a prescription or over-the-counter drug which may affect his ability to do his job, the employee is not to report to work but is to notify his immediate superior as to the reason why as identified in this paragraph. No drug test will be administered if subparagraph C or D applies. The on-duty supervisor will fill out and retain a form documenting his determination, with a copy to be filed with the Chief.

Section 2. Dependency Treatment.

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

Section 3. Testing Procedure.

- A. Drug and/or alcohol testing will be conducted when there is a reasonable suspicion that an employee is using or possessing controlled substances or alcohol, or abusing a controlled substance at work, or is working or reporting to work under the influence of illegal drugs, alcohol or an abused controlled substance. Reasonable suspicion may be based upon, but is not limited to, unexplained and excessive absence, a reliable report, reporting to work with the odor of alcohol or marijuana on an employee, unusual behavior such as slurred

speech or lack of coordination, the unauthorized possession of drug paraphernalia, or involvement in an on-duty accident or other on-duty incident which results in serious physical harm or the use of deadly force. An employee who uses deadly force while off duty will also be tested but will not be considered on the job or at work for purposes of Section 1 of this Article.

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

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

Section 4. Rehabilitation and Counseling.

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

Section 5. Appeal.

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

ARTICLE 10. EFFECT OF LAW.

Section 1. If any provision of this Agreement is in conflict with any applicable federal law or regulation, that provision shall no longer be effective, but the remainder of this Agreement shall continue in full force and effect. The same is true with respect to any state law or regulation which cannot be subordinated to this Agreement. In such an event, the City and the Union may meet and confer on an alternative provision:

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

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

Section 2. The City, the Union and each employee will cooperate fully to abide by, and will abide by, all applicable laws and regulations prohibiting discrimination on account of race, color, religion, sex, national origin, unionization, age, disability or veteran status. The City may reassign a disabled employee or restructure a disabled employee's job in order to reasonably accommodate the disabled employee. The City shall notify the Union of such reassignment or restructuring in advance of its implementation. Such reassignment or restructuring shall not be overturned in arbitration provided that the arbitrator finds that the reassignment or restructuring was made in good faith for the purpose of meeting the City's obligations under the Americans with Disabilities Act or Ohio Revised Code 4112. Any claim that the City violated this Section is not subject to the grievance and arbitration procedure in this Agreement. Any claim that the City has violated this Section is not subject to the grievance and arbitration procedure in this Agreement.

ARTICLE 11. NON-BARGAINING UNIT JOB DUTIES.

Section 1. The City may assign non-bargaining unit duties to bargaining unit employees without prejudice to the City's right to later remove those non-bargaining unit job duties from bargaining unit employees.

Section 2. Bargaining Unit Work/Special Duty. Except in emergency circumstances, overtime opportunities for work requiring a Police Lieutenant which is normally performed by a Police Lieutenant shall be offered to a Police Lieutenant who normally performs the work before it may be offered to an Officer-in-Charge or other lower ranking police officers, except in those cases when an Officer-in-Charge is already

regularly scheduled to work and assigned either OIC duties or Acting Lieutenant's duties.

Extra-duty overtime work assignments contracted with the Piqua Police Department by other entities will be available in a fair and equitable manner to Police Lieutenants as determined by the Chief of Police.

In the event that no Police Officer and/or Police Lieutenant is able to work an extra-duty or grant reimbursed overtime assignment, paid for through funds by sources outside of the City of Piqua, a Deputy Police Chief may be assigned to work such projects with the approval of the Chief of Police, outside of and in addition to his regular work hours. The compensation for such an assignment will be the Deputy Police Chief's currently hourly rate of pay.

ARTICLE 12. HOURS OF WORK AND OVERTIME.

Section 1. No Guarantee. This Article is solely to provide a basis for the calculation of overtime and is not a guarantee of minimum or maximum hours of work or schedules of work to any officer or to any group of members. The City shall continue its current practice with respect to the inclusion of paid time off in the calculation of overtime hours worked. Overtime means additional time over the normal full-time amount; trading regular work with another member is not overtime.

Section 2. Scheduling. Before any subsequent change to a work schedule that does not provide for 12 hour shifts, the City will give the Union at least 60 days notice of the proposed change, and will offer to meet and confer with the Union about it. Those members working a 12 hour shift will be provided with consecutive days off and consistency in scheduling when this is reasonably possible. The normal straight time work schedule shall include 160 hours in a 28-day cycle.

Section 3. Pyramiding. No member shall receive premium pay under more than one provision of this Agreement for the same hours worked. Any hours worked for which more than one premium rate is payable under this Agreement shall be compensated at the highest premium rate applicable to such hours under this Agreement.

Section 4. Scheduled Overtime - Time and One-Half Pay. A Lieutenant shall receive time and one-half his regular rate of pay for all scheduled overtime. Any Lieutenant that is scheduled to report to the Police Department during other than his regular scheduled hours shall receive time and one-half his regular rate of pay.

Section 5. Emergency Overtime Pay. Any Lieutenant that is called to work without advance notice and at a time outside his scheduled shift, other than a holiday, shall receive a minimum of four hours of pay at time and one-half rate, except that if his scheduled shift starts within four hours of the emergency call in time, he shall be paid at a time and one-half rate only for hours actually worked before the start of his shift.

Any Lieutenant who is called to work under the conditions set forth under this Section on a holiday recognized in Article 15 Section 1 of this Agreement shall be paid at a rate

of 2 times his regular rate of pay for a minimum of 4 hours, except that if his regular scheduled shift starts within 4 hours of the emergency overtime call-in time, he shall be paid at the double-time rate only for those hours actually worked before the start of his shift. For the purposes of this Section, "holiday" shall be limited to those days listed under Article 14, Section 1, of this Agreement. Prior to the end of the four hour period, should the Lieutenant decide that he is no longer needed to perform the duties for which he was called in, may be released from duty. In that event the Lieutenant shall be paid the current overtime rate for the time actually worked.

The calculation of time worked will start when the Lieutenant arrives at the police building or other site plus 15 minutes to compensate for travel and preparation time. The Lieutenant is required to complete outstanding reports.

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

Section 7. Special Circumstances - Overtime. Should any Lieutenant while off duty perform a police function of arrest or provide necessary assistance to the Department or another member off duty, he shall be paid at time and one-half his regular rate of pay for a minimum of ½ hour, provided:

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

Section 8. Court Overtime. Any member required to appear in court at a time outside his regularly scheduled hours, shall be paid at time and one-half his regular rate for a minimum of two and one-half hours (2.5). Court overtime shall include required appearances in court, pretrial conferences, required meetings with a prosecutor and official civil or criminal hearings. It is each member's responsibility to ascertain if he will be required to appear in court.

Members shall make every effort to complete all case preparation at least one day prior to the scheduled court appearance. Court 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 9. Jury Duty. Any member required to serve on a jury before a court empowered by law to require such service shall be excused from scheduled duty for the time required for such service during duty hours and shall be paid. Any compensation for jury duty performed during scheduled duty hours received by the officer shall be

signed over to the City. Members must report for duty whenever released from jury service. The hours spent on jury duty shall be applied toward the member's next regular duty tour if within 8 hours of release from jury duty.

Section 10. Time Between Shifts. Each member shall be given a minimum of eight hours between regularly scheduled hours, training hours included, with the exception of mandatory court appearances, performing BAC testing certification, yearly time changes and in cases of emergencies or when officers volunteer for additional time or trade a shift.

Section 11. Yearly Time Changes. A Lieutenant shall be paid at overtime rate for the one extra hour worked on the hour of the fall time change to Eastern Standard Time. The Lieutenant shall be charged with one hour of straight time pay or other accumulated time if scheduled to work on the hour in spring when Daylight Savings time takes effect.

Section 12. Documentation. If the City denies or modifies any part of a request for overtime pay under this Article, the City shall notify the Lieutenant of its decision within seven working days of the denial or modification. The Lieutenant must comply with Department regulations concerning the documentation of the overtime scheduled.

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

- A. The Lieutenant requesting the exchange and the Lieutenant agreeing to work for the requesting Lieutenant must be capable of performing the other Lieutenant's primary assigned duties.
- B. That the exchange must be an exchange of one scheduled work period for another scheduled work period within the same 28 day work schedule. There will be no exchange of accumulated holidays, personal days, vacation days, or other accumulated time off. However, this does not preclude a Lieutenant from using accumulated time off on the date of the exchange if manpower permits and with the approval of the appropriate Deputy Chief. For payroll purposes in duty exchange situations, payroll will be submitted reflecting what officers actually worked and officers shall be paid for the actual day(s) they work, not what is reflected on the original pre-duty exchange schedule. Lieutenants working recognized holidays, in a duty exchange situation, shall receive the time and one-half holiday premium pay.
- C. Lieutenants requesting an exchange/standby shall submit such request to the appropriate Deputy Chief, explaining in general terms the reasons for the exchange request, no less than three (3) calendar days in advance of the date of the proposed exchange
- D. Once a Lieutenant agrees to standby for another Lieutenant, that Lieutenant providing the standby is responsible for reporting for duty at the agreed time, and performing all assigned duties of the Lieutenant for whom he is standing by,

provided he is capable of performing those duties. If a Lieutenant who had agreed to stand by for another Lieutenant is unable to report for duty at that time due to illness, that amount of sick time will be deducted from the Lieutenant who agreed to furnish the standby.

- E. A Lieutenant requesting another member to stand by for him may make other arrangements for repayment of this time to the member, provided there is no exchange of accumulated holidays.

ARTICLE 13. WAGES.

Section 1. Hourly Wage Rates. The straight time hourly wage rate of a member shall be increased 2% effective January 1, 2014; 2% effective January 1, 2015, and 2% effective January 1, 2016.

Effective no later than January 1, 2014, the wage rate for Lieutenants and Deputy Chiefs shall be as follows:

Wages 1/1/14

Rank	Step A 0 – 12 mos	Step B 13 – 24 mos	Step C 25 – 36 mos	Step D 37 – 48 mos	Step E 49 – 60 mos	Step F > 60 mos
Lieutenant	\$35.16	\$35.51	\$35.87	\$36.22	\$36.59	\$36.95
Deputy Chief	\$40.65	\$41.05	\$41.46	\$41.88	\$42.30	\$42.72
DC Christy	\$44.83	\$45.28	\$45.74	\$46.19	\$46.66	\$47.12

Wages 1/1/15

Rank	Step A 0 – 12 mos	Step B 13 – 24 mos	Step C 25 – 36 mos	Step D 37 – 48 mos	Step E 49 – 60 mos	Step F > 60 mos
Lieutenant	\$35.86	\$36.22	\$36.58	\$36.95	\$37.32	\$37.69
Deputy Chief	\$41.46	\$41.87	\$42.29	\$42.72	\$43.14	\$43.58
DC Christy	\$45.73	\$46.19	\$46.65	\$47.12	\$47.59	\$48.06

Wages 1/1/16

Rank	Step A 0 – 12 mos	Step B 13 – 24 mos	Step C 25 – 36 mos	Step D 37 – 48 mos	Step E 49 – 60 mos	Step F > 60 mos
Lieutenant	\$36.58	\$36.95	\$37.31	\$37.69	\$38.06	\$38.45
Deputy Chief	\$42.29	\$42.71	\$43.14	\$43.57	\$44.01	\$44.45
DC Christy	\$46.65	\$47.11	\$47.58	\$48.06	\$48.54	\$49.03

Members will be placed in the appropriate step based on time in rank.

Section 2. Exempt status. Deputy Police Chiefs shall be paid on a salary basis and are exempt employees of the City of Piqua for overtime, FLSA matters and other related matters. In addition to their pre-determined salary, they will be eligible for equal time off on an hour-for-hour basis for time worked in excess of forty-five (45) hours per week, upon approval of the Chief of Police or City Manager. Deputy Police Chiefs may accrue a maximum of two hundred forty (240) hours of compensatory time, on an hour-for-hour basis, at any one time. Hours worked over 45 per week, after reaching the maximum two hundred forty (240) hour limit, will not be counted as compensatory time. Payment in lieu of compensatory time off shall not be granted.

Section 3. Work in Higher Grade If a Police Lieutenant is assigned and works as an Acting Deputy Chief due to a vacancy or extended absence of a Deputy Police Chief for at least five (5) full consecutive duty days, the Police Lieutenant shall be entitled to receive a pay rate equal to the lowest Deputy Chief's wage rate for those hours actually worked in such a capacity. Furthermore, the Police Lieutenant remains an overtime-eligible employee. The designation of Acting Deputy Police Chief for any period of less than five (5) consecutive full duty days will be made without additional compensation. The selection of the Police Lieutenant to be assigned as the Acting Deputy Police Chief shall be made by the Chief of Police. A Police Lieutenant assigned as the Acting Deputy Police Chief shall be responsible to perform all those duties of the Deputy Police Chief and/or all other duties as assigned by the Chief of Police. The Chief of Police has the sole discretion in determining the need for such a temporary Acting Deputy Chief assignment.

If a Deputy Police Chief is assigned and works as the Acting Chief of Police for at least five (5) full consecutive duty days, the Deputy Police Chief shall be entitled to receive the lowest base rate of pay for the Chief of Police for those hours actually worked in such a capacity. If Deputy Police Chief Christy is assigned and works as the Acting Chief of Police for at least five (5) full consecutive duty days, he shall be entitled to receive 3% above his current pay step. The designation of an Acting Chief of Police, for any period of less than five (5) consecutive full duty days, will be made without additional compensation. The selection of the Deputy Police Chief to be assigned as

the Acting Chief of Police shall be made by the Chief of Police. A Deputy Police Chief appointed as the Acting Chief of Police shall be responsible to perform all the duties of the Chief of Police and/or all other duties as assigned by the Chief of Police. The Chief of Police has the sole discretion in determining the need for such a temporary assignment.

Section 4. Evaluations. Step raises will be given as provided by applicable City Ordinance or personnel regulations. Each member's performance will be rated by the Chief of Police prior to the anniversary date and approved by the City Manager. A Lieutenant or Deputy Chief must receive an overall rating of satisfactory or better to receive a step increase. A member who receives a rating of less than satisfactory may request reevaluation after ninety (90) days from the date of their less-than-satisfactory performance rating.

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

Section 5. Payroll Deductions. The City agrees to deduct from the wages of any officer, upon his written authorization, any monetary amount for the following:

- A. One authorized Credit Union.
- B. U.S. Savings Bonds.
- C. United Appeal.
- D. Ohio Patrolmen's Benevolent Association
- E. Police Department Training Center - Building Fund
- F. Deferred Compensation Program.
- G. Ohio Tuition Trust Authority.
- H. Any other payroll deduction program permitted by the City.

The member's authorization may be revoked at any time.

ARTICLE 14. HOLIDAYS AND PERSONAL LEAVE HOURS.

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

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

Section 2. Holiday Pay/Accumulation. All Lieutenants assigned to patrol shall be given their choice of either eight (8) hours straight time pay or eight (8) hours accumulated time off for the designated holiday. Lieutenants working assignments other than patrol

will be scheduled off on all holidays recognized in Article 14, Section 1, unless with the prior approval of the Chief of Police exigent circumstances exist that require the member to work on that holiday. In such instance Article 14, Sections 2 and 4 apply.

Deputy Police Chiefs shall normally be scheduled off on holidays and receive 8 hours holiday pay.

Lieutenants and Deputy Chiefs may accumulate a maximum of 120 hours of holiday.

Section 3. Holiday Time Off and Overtime. The City and the Union acknowledge that given the nature of police work, some members must work on holidays. They also acknowledge the desirability of permitting members to not work on holidays when this is reasonably possible. Therefore, the City and the Union agree that holiday work will be scheduled as follows:

- A. The Chief shall determine manpower requirements on holidays.
- B. All members assigned to patrol whose regularly scheduled work days fall on a holiday shall work that holiday, unless on a leave described elsewhere in this Agreement.
- C. To the extent that the City's manpower requirements for the holiday exceed the number of members regularly scheduled to work that holiday, the Chief shall solicit volunteers to work that holiday.
- D. To the extent that the number of volunteers is insufficient to satisfy the City's manpower requirements, the Chief shall select the members required to work the holiday by reverse order of seniority among the members reasonably available to work.
- E. This procedure shall apply to both regular duty and scheduled overtime duty, but shall not apply to emergency call-ins on the day of the holiday necessitated by absences, emergencies or other unforeseen situations arising on the day of the holiday.
- F. Lieutenants shall be paid double time for all overtime hours worked on designated holidays, but the Chief of Police reserves the authority to establish reasonable rules to control and manage such overtime.

Section 4. Holiday Work - Premium Pay. All Lieutenants who are assigned to work a designated holiday shall be paid at time and one-half their regular rate of pay for regularly scheduled hours worked. The holiday is designated as the date that the shift begins. In the event it becomes necessary to require a member to work a holiday when he has been previously scheduled off and now scheduled to work on that holiday, the City shall pay the officer at the rate of 2 times the regular rate of pay, if the Lieutenant receives less than 60 days notice in advance of said holiday.

In the event a Deputy Police Chief is required and receives prior authorization by the Chief of Police to work a holiday, or extra hours during a pay week which includes a holiday, compensation shall be applied according to the regular and holiday hours as indicated on the schedule below: (only 1 step applies and no pyramiding is permitted)

WEEKLY SCHEDULE	DEFINITION OF HOURS	BENEFIT EARNED
A	Regular hours worked + holiday pay totals 40 hours or less	No additional compensation
B	Regular hours worked + holiday pay totals 40 to 47.9 hours	One hour of holiday pay or holiday accumulation for each excess hour below 48 hours (HW or HE)
C	Regular hours worked + holiday pay totals 48 hours	Total of 12 hours of holiday pay or holiday accumulation (HW or HE) instead of the hours described above
D	Regular hours worked + holiday pay totals 48.1	Total of 12 hours of holiday pay or holiday accumulation (HW or HE) instead of the hours described above plus 1 hour comp time for each hour worked over 48 (CF)

Section 5. Holiday Work - Leaving Early. Members who work less than the entire holiday shall receive premium pay only for the portion of the holiday actually worked.

Section 6. Personal Leave Hours. Lieutenants and Deputy Chiefs shall be given 48 hours of personal leave annually on January 1st of each year. The personal leave hour(s) may be used at the Lieutenant's or Deputy Chief's discretion and upon approval of a supervisor for family or personal business, legal or other matters. The time off may be taken in hourly increments. In extraordinary or emergency circumstances, a personal leave request of at least a full duty day may be approved by the Chief of Police or his designee after the final schedule for the next 28 days has been issued without regard to the operational needs of the department. Such requests are limited to one per shift or section duty shift. Any personal leave not utilized in the calendar year in which it

is earned shall not be carried over. A Lieutenant or Deputy Chief may convert up to a maximum of 24 hours of personal leave each calendar year to pay at any time during the year but no later than November 15th.

Lieutenants and Deputy Chiefs shall accumulate additional personal time annually for the completion of any of the following professional development training courses: STEP, PELC, CLEE, Northwestern University SPSC, FBI National Academy or other courses approved by the Chief of Police. Lieutenants and Deputy Chiefs shall accumulate 12 hours of personal time annually for each course completed up to 24 additional personal hours per year per Lieutenant or Deputy Chief.

ARTICLE 15. VACATIONS.

Section 1. Eligibility. Lieutenants and Deputy Chiefs, other than Deputy Chiefs Christy, Grove, and Steiner, who have been continuously employed for one or more years shall be eligible for vacation according to the following schedule. Deputy Chief Christy will have a maximum accumulation limit of 400 hours while Grove and Steiner will have a maximum accumulation limit of 320 hours.

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

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

Each member may convert ninety-two (92) hours of vacation leave, annually, to a cash payment by notifying the City at least two weeks in advance of the date that the member desires the payment. Any cash out shall be taken no later than November 15 of each calendar year. The cash payment shall be calculated by multiplying the number of hours converted by the member's regular hourly rate of pay.

Each Lieutenant or Deputy Chief shall be allowed to carry over unused vacation time into the next year subject to maximum accumulation limits.

Section 2. Vacation Scheduling and Request to Use Accrued Leave Procedures. The vacation scheduling period for full weeks of vacation or more (full week is defined as a request that includes at least seven consecutive days of accumulated paid leave including regular days off regardless of the number of hours and may include holidays and personal leave) shall be from January 1 to December 31. Vacation time will, insofar as operational requirements permit, be granted at those times requested by a Lieutenant or Deputy Chief. Vacation requests shall be submitted beginning December 1 for the following calendar year and shall be received no later than December 31 with such requests being scheduled by seniority. In order to treat all members fairly, no more than three full weeks of vacation may be selected by an individual Lieutenant or Deputy Chief during the sign-up period for the annual seniority vacation scheduling or for the period June 1 through September 1. If more Lieutenants or Deputy Chiefs, within a watch or section or job classification than can be accommodated, choose a particular week, seniority will be the basis upon which preference is granted during the sign up period. In extraordinary circumstances the request for vacation for Lieutenant or Deputy Chief may be approved by the Chief or his designee prior to the seniority request deadline, if the seniority rights to that specific time period are waived in writing by the affected more senior Lieutenants or Deputy Chiefs.

After the sign up period, vacation, holiday, and/or personal leave requests of at least one full duty day shall be granted on a first-come, first-served basis, so long as the request meets the operational requirements of the Department. For Lieutenants working a patrol schedule, such requests shall not normally be granted after the final schedule for the next 28 days is issued, but this may be waived on a case-by-case basis by the appropriate Deputy Chief.

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

ARTICLE 16. SICK LEAVE.

Section 1. Sick Leave Credit. All members shall earn sick leave credit on the basis of ten (10) hours for each month of service. Unused sick leave shall be cumulative without limit. Sick leave shall be charged on the basis of one (1) hour for each hour off.

Section 2. Sick Leave Usage. Sick leave may be used as provided in this Agreement for absence due to illness, birth, injury, treatment of illness or injury, exposure to contagious disease to the officer and, where it reasonably necessitates the member's absence, for illness, birth, injury, treatment of illness or injury, exposure to contagious disease to the member's spouse, sons and daughters, parents (natural, step, or in-law), and other relatives living in the member's household.

Section 3. Sick Leave Conversion. Upon request and provided that the member has a minimum accumulated balance of 480 hours from the City of Piqua, a member may convert forty (40) hours of accumulated sick leave to salary (cash) payment, annually, at the regular rate of pay, by November 15th of each calendar year.

Section 4. Additional Conversion. A member may convert an additional forty (40) hours of sick leave for a total of eighty (80) hours, annually, if the member has used no more than 48 hours of sick leave in the past twelve (12) months and the member's sick leave balance after conversion still exceeds nine hundred sixty hours (960). The conversion must be no later than November 15 of each year.

ARTICLE 17. INJURY LEAVE.

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

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

ARTICLE 18. FUNERAL LEAVE.

Section 1. Funeral Leave. All members shall be granted three (3) scheduled working days funeral pay to arrange for and/or attend the funeral of a member of his immediate family. For the purpose of this Section a member's immediate family shall include father, mother, brother, sister, spouse, child, mother-in-law, father-in-law, daughter-in-law, son-in-law, stepmother, stepfather, grandmother, grandfather, grandchild, and any other relative residing in his household.

Section 2. Supplemental Funeral Leave - Immediate Family. In the event of the death of the member's father, mother, brother, sister, spouse or child, the employee, upon giving notice, shall have the right to take up to an additional three (3) scheduled working days of sick pay. Such additional time shall be charged to the employee's accumulated sick hours.

Section 3. Supplemental Funeral Leave - Out of State. Should a death or burial in the immediate family occur in a city more than one hundred miles or out of the State of Ohio an additional two (2) scheduled working days for travel shall be granted and paid and charged to the officer's accumulated sick hours.

Section 4. Funeral Leave - Legal Affairs. All members may take two (2) scheduled working days to attend the funeral and reserve a day to attend to legal matters made necessary by the death, but such time provided herein shall be taken within two (2) calendar weeks after the date of burial.

Section 5. Funeral Leave - Other Relatives. One (1) scheduled working day of funeral pay shall be granted to attend the funeral of a member's foster mother, foster father, aunt, uncle, first cousin, niece, nephew, sister-in-law, and brother-in-law. Where a special filial relationship exists between the member and relative for whom he would normally be granted one scheduled working day of funeral pay, three (3) scheduled working days of funeral pay will be granted upon the furnishing of an affidavit to the Chief of Police setting forth the facts of the special relationship.

ARTICLE 19. UNIFORMS AND EQUIPMENT.

Section 1. Member's Uniform, Clothing and Equipment Allowance. Effective January 1, 2011, on January 1st of each year, all Lieutenants and Deputy Chiefs shall be given a \$550 clothing allowance. All Lieutenants and Deputy Chiefs may purchase uniform, clothing (no more than one pair of athletic shoes per year) and equipment needs for duty as authorized by the Chief of Police and shall maintain their initial issue uniform out of this allowance. Any unused portion of a Lieutenants or Deputy Chiefs clothing allowance will be carried over to the next calendar year in addition to the authorized uniform allowance of that next calendar year. The City will provide the Union a report showing each member's uniform balance on a semi-annual basis.

Lieutenants and Deputy Chiefs may use uniform allowance credit balances for higher education expenses annually and/or purchase an approved off-duty handgun once every five years, both subject to the policies and procedures as established by the Chief of Police regard minimum uniform allowance balances

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

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

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

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

Section 2. Duty Weapon - Retirement. Upon retirement with 20 or more years of service to the Piqua Police Department or other qualifying retirement (i.e., disability), the City shall offer to sell the retiring member, the duty service weapon issued to him or one off-duty weapon purchased under Section 1, above, for the sum of \$1.00. Upon retirement with less than 20 years of service to the Piqua Police Department, the City shall offer to sell the retiring member, the duty service weapon issued to him or one off-duty weapon purchased under Section 1, above, for the lower of trade-in or wholesale value. The member must also execute an agreement on a form provided by the City indemnifying the City from liability claims which may arise from the employee's ownership and future use of the firearm.

ARTICLE 20. EDUCATIONAL BENEFITS.

Section 1. Education Benefits. The City seeks the benefits that derive from a highly educated police force. Provided that the money is available and the funds have been budgeted, the City will pay for all tuition, books, and any other related expenses for college level courses applicable to one associate's and one bachelors degree only in the areas of Police Science, Police Administration, Criminal Justice, Law Enforcement, Criminology, Public Administration, Business Administration, Behavioral Science, or other courses that directly relate to law enforcement and are approved by the Chief of Police at the time the fees are due, subject to a limitation of \$2,500 per member in any one calendar year. The course of instruction or class is subject to approval by the Chief and the member must obtain a passing grade. To be eligible for reimbursement, the degree must be earned while employed with the City of Piqua Police Department.

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

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

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

Section 2. Reimbursement of Benefits. The member must remain with the Piqua Police Department for three (3) years from the date of the completion of the course. Should the member voluntarily resign from the Piqua Police Department prior to this time limit, or be discharged for just cause, he shall reimburse the City in full except as provided below.

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

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

ARTICLE 21. TRAINING.

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

Section 2. Intra-Departmental, In-Service Training and Department Meetings. Any Lieutenant required to attend a training session or departmental meeting after required work hours will receive the regular overtime rate of pay. Any Lieutenant required to attend meetings or training sessions not continuous with his work schedule or on his regularly scheduled day off will receive scheduled overtime pay. Any scheduled meal periods shall not be compensable.

Section 3. In-Service Training at Outside Academies. When a Lieutenant is scheduled for training at an outside police academy or seminar, the work schedule of the Lieutenant may be adjusted in advance of the training to reflect reasonable travel time to and from the training site. The Lieutenant's regularly scheduled work day for training purposes shall not include meal periods, provided that the exclusion of the meal period shall not reduce the regularly scheduled work day below 8 hours. In the event that the officer's actual hours for travel, and classes, exceed the hours scheduled for the Lieutenant for that training seminar, the Lieutenant will be compensated with regular overtime for those hours in excess of the scheduled hours. Lieutenants will be allowed one compensated round trip per scheduled class week.

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

ARTICLE 22. MILEAGE EXPENSES - PRIVATE VEHICLES.

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

ARTICLE 23. SEVERANCE.

Any member who terminates his employment with the City for any reason shall have his termination pay computed in the following manner. He shall be paid for any vacation time earned in the year the officer terminates his employment, and any accumulated vacation, compensatory time up to 240 hours, and personal time off up to the maximum accumulation limit. The member shall also be paid for accumulated sick time up to 1440 hours, at the time of termination at the current hourly rate, with the exception of dismissal for conviction of a felony offense, on the following basis:

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

If the member dies, is permanently disabled during his employment as a City of Piqua Police Officer, or retires in accordance with the provisions of the Police and Fire Disability Retirement System, he shall receive payment for his full accumulation up to 1440 hours of sick time, compensatory time up to 240 hours, and all accumulated vacation time at the time of his death or retirement. A member may designate a beneficiary on a form and in the manner prescribed by the City.

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

ARTICLE 24. GROUP INSURANCE.

Section 1. Health Insurance.

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

For the 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) and for the 2015 and 2016 plan years, the City will fund 50% of employee HSA and HRA accounts (\$1,000 for individual coverage and \$2,000 for family coverage). Employee's HSA's will be funded 1/12th of the annual total each month. Employee HRA's will be funded entirely in January. Employees promoted during a plan year shall have the City's contribution to their HSA prorated based upon the number of full months employed by Piqua during that initial plan year. Health insurance shall run on the plan year or calendar year rather than the contract year if not a calendar year.

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

- (b) **Insurance Committee.** The Union shall designate up to two bargaining unit employees to represent the bargaining unit on the City's Insurance Committee. The Insurance Committee will meet periodically to (1) review the benefits being provided and the cost of those benefits and (2) to consider alternatives to maintain acceptable benefit levels at an acceptable cost to employees and the City. Any recommendation approved by a majority of the members of the Insurance Committee will be submitted to the City Manager for his consideration.

(c) Cost Sharing. For the 2014, 2015 and 2016 plan years, an employee will contribute 15% of the City's total cost of purchasing the employee's HDHP and funding the employee's HSA or HRA, by weekly payroll deduction. For the 2014 calendar year only, the employee shall receive \$375 for a family plan and \$145 for a single plan deposited in his HSA account in addition to the reimbursement amounts in section (d) below.

(d) Reimbursement Eligibility.

Employees shall be eligible for the 2014 plan year to receive reimbursement up to \$400 for employees having family coverage and \$200 for employees having single coverage. For the 2015 and 2016 plan years employees will be eligible to receive reimbursement up to \$1,400 for family coverage and \$700 for single coverage. 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 a similar program that allows for reduction in the health insurance premium based upon employee participation.

Upon completion of an eligible program, the employee shall notify the Human Resources Director who will submit the request for reimbursement.

All reimbursement checks will go to the employee's HSA (or HRA) account and not directly to the employee.

Reimbursement eligibility for 2014:

Eligible Activity	Amount Reimbursed	Special Conditions	Date Participated
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	See HR for forms Eligible for reimbursement more than once
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.	Submit statement from physician or form from biometric screening
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.	Submit pharmacy receipts indicating previous brand medication and new generic medication
Prescription Medications	\$50	Employee must switch from brand medication to generic. Must be for a consecutive six month period. Eligible for each prescription changed.	Submit pharmacy receipts indicating previous brand medication and new generic medication
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.	

Reimbursement eligibility for 2015 and 2016:

Eligible Activity	Amount Reimbursed	Special Conditions
Biometric Screening Event	\$400	Eligible for reimbursement once each calendar year.
Health Risk Assessment	\$100	Eligible for reimbursement once each calendar year.

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

		smoking for a consecutive 6 month period. Employee will be subject to random testing to verify continued success. Eligible for reimbursement only one time during employee's tenure and at conclusion of 6 month period.
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.

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

Section 2. Life Insurance. The City shall provide and pay the necessary premiums for group life insurance in the amount of \$100,000 for deputy chiefs and lieutenants.

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

Section 4. Reopener. Should the quotes received annually as required above 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 1. Application of Seniority. "Seniority" shall accrue to all employees in accordance with the provisions of this Article. Seniority, as defined in Section 2 of this Article, will apply wherever employee seniority rights are established in the terms and conditions of this Agreement.

Section 2. Definitions. Seniority shall be computed on the basis of uninterrupted length of continuous service with the City as a sworn officer.

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

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

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

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

ARTICLE 26. LAYOFF AND RECALL.

Whenever there is a reduction in the number of members due to lack of funds, lack of work, or other legitimate reasons, the City Manager shall determine the number to be laid off. Members shall be laid off at the time and in the number specified by the City Manager in reverse order of their seniority. Part-time and seasonal bargaining unit employees shall be laid off before probationary employees and all probationary employees before permanent employees. The City shall notify the Union before taking such action. When there is a recall, those who have been laid off shall, for a period of time not to exceed 36 months or their length of seniority, whichever is less, be eligible to be called back to work in the inverse order of their layoff. No new members shall be hired until all laid off members who are eligible for recall have been given the opportunity to return to work. Notice of recall shall be sent by certified mail, return receipt requested, to the last mailing address provided in writing by the member. The recalled member shall have ten calendar days following the date of receipt of the recall notice to notify the City of his intention to return to work and shall have fourteen calendar days following the receipt of the recall notice in which to report to duty, unless a different date for returning to work is specified in the notice.

ARTICLE 27. BULLETIN BOARD.

The City shall furnish one (1) cork (or other suitable material) bulletin board, at least three feet by five feet (3'x 5'), in the briefing room of the Police Department for the exclusive use of the OPBA bargaining unit members of the Police Department. This bulletin board will not be used for official departmental functions and will not be used to post derogatory materials concerning the City. Upon request of the Chief or his designee, the Union shall cause the immediate removal of any material posted in violation of this Article.

ARTICLE 28. CONTRACT COPIES.

The City shall provide an electronic copy of this Agreement to all members of the Police Department no later than 30 calendar days after the Agreement has been signed.

ARTICLE 29. UNION BUSINESS.

The Union is authorized to select one Director and two alternates to conduct approved Union business for the bargaining unit. The Union shall certify in writing to the City and the Chief of Police the names of the Director and two alternates. These certifications shall be kept current by the Union at all times. The Union will identify the members of its negotiation team at the time it provides the City with written notice of a desire to renegotiate terms of this agreement. No more than three (3) members shall be included on the Union's negotiation team. The negotiating team shall be compensated at their regular rate for their scheduled duty hours during which they attend negotiating sessions for a new contract. They shall not, however, be compensated for time spent beyond their regularly scheduled hours. At the end of the negotiating session, they shall return to their regular assignment if the session ends before the end of their regularly scheduled shift.

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

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

The Director and the alternates, upon giving reasonable notice, and upon authorization from the Chief, shall be allowed to use vacation, holiday or personal time off to attend OPBA meetings or OPBA training seminars. All expenses shall be the responsibility of the member attending the conference or seminar.

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

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

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 1. In the interest of sound employee relations, a joint committee may meet from time to time by mutual agreement upon a request by either party to discuss subjects of mutual concern.

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

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

Section 3. Union representatives attending Labor/Management meetings shall not suffer loss in their regular pay while attending any meetings provided for under this Article which are held during the employee's regular working hours. With the prior approval of the Chief of Police, Union representatives may confer with bargaining unit members in preparation for such meetings without a loss in their regular pay.

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

ARTICLE 32. TERM OF AGREEMENT.

Section 1. Effective Dates. The Agreement shall become effective on January 1, 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 2. No Contractual Obligations Outside Effective Dates. Notwithstanding anything else in this Agreement, no act, omission, or event occurring before the initial effective date or after the termination of this Agreement shall give rise to any rights or liabilities under this Agreement nor shall it be subject to arbitration.

Section 3. Negotiations for a New Contract. If the Union is entitled to continue to represent the employees, it shall present the City, in writing, its proposed changes for a successor Agreement no later than 60 days before the termination date of this Agreement (mentioned above). Both parties shall negotiate in good faith in an earnest effort to complete negotiations and fully conclude a new agreement before the termination date.

Signed at Piqua, Ohio this _____, 2014.

CITY OF PIQUA, OHIO

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION.

BY: _____
Gary A. Huff, City Manager

BY: _____

BY: _____
Stacy M. Wall, Law Director

BY: _____

BY: _____
Elaine G. Barton, HR Director

BY: _____

BY: _____
Bruce A. Jamison, Chief of Police

BY: _____

BY: _____
Cynthia A. Holtzapple, Finance Director

BY: _____

BY: _____