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AGREEMENT

BETWEEN

THE CITY OF PIQUA

AND

LOCAL UNION 252

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

AFL-CIO-CLC

1/1/2014 – 12/31/2016

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

Section 7. Overtime Under the Fair Labor Standards Act 15
Section 8. Relief at Emergency 15
ARTICLE 14. WAGES. 15
Section 1. Employee Ranks ..... **Error! Bookmark not defined.**
Section 2. Weekly Wage Rates ..... **Error! Bookmark not defined.**
Section 3. Paramedic Pay ..... **Error! Bookmark not defined.**
Section 4. Acting Officer ..... **Error! Bookmark not defined.**
Section 5. Evaluations ..... **Error! Bookmark not defined.**
ARTICLE 15. HOLIDAYS AND PERSONAL DAYS. 16
Section 1. Holidays 16
Section 2. Holiday Pay 16
Section 3. Eligibility 16
Section 4. Accumulation 17
Section 5. Personal Leave 17
ARTICLE 16. VACATIONS 17
Section 1. General ..... **Error! Bookmark not defined.**
Section 2. Physical Training (PT) Vacation Day(s) ..... **Error! Bookmark not defined.**
Section 3. Vacation Period ..... **Error! Bookmark not defined.**
Section 4. Vacation Selection ..... **Error! Bookmark not defined.**
Section 5. Partial Vacation Pay ..... **Error! Bookmark not defined.**
ARTICLE 17. SICK LEAVE. 19
Section 1. Sick Leave Credit and Use 19
Section 2. Sick Leave Accumulation and Payout 19
Section 3. Misuse of Sick Leave 20
Section 4. Voluntary Sick Leave Donation 20
ARTICLE 18. INJURY LEAVE. 21
ARTICLE 19. FUNERAL LEAVE. 21
ARTICLE 20. UNIFORMS AND EQUIPMENT. 21
Section 1. Required Clothing and Uniforms 21
Section 2. Reimbursement of Personal Property Loss or Damage 21
Section 3. SCBA Face Piece Prescription Lens Kits. 22
Section 4. Protection of Property and Equipment 22
ARTICLE 21. FITNESS FOR DUTY. ..... **Error! Bookmark not defined.**
Section 1. Physical Examinations ..... **Error! Bookmark not defined.**
Section 2. Examination Results ..... **Error! Bookmark not defined.**
Section 3. Physical Conditioning Equipment ..... **Error! Bookmark not defined.**
Section 4. Physical Conditioning and Testing ..... **Error! Bookmark not defined.**
Section 5. Non-compensable Time ..... **Error! Bookmark not defined.**
ARTICLE 22. TRAINING. 23
Section 1. Need for In-Service Training 23
Section 2. Intra-Departmental, In-Service Training and Department Meetings 23
Section 3. In-Service Training at Outside Academies 23
ARTICLE 23. PROMOTIONS AND APPOINTMENTS 24
Section 1. Appointments 24
Section 2. Promotions and Disqualification 24
Section 3. Paramedic 24
ARTICLE 24. WORK RULES. 25

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

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

ARTICLE 1. UNION RECOGNITION

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

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

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

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

ARTICLE 2. MANAGEMENT RIGHTS.

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

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

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

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

ARTICLE 3. NO STRIKE - NO LOCKOUT.

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

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

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

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

ARTICLE 4. COOPERATION.

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

ARTICLE 5. RESIDENCY REQUIREMENTS

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

ARTICLE 6. PROBATIONARY EMPLOYEES.

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

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

ARTICLE 7. GRIEVANCE AND ARBITRATION.

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

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

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

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

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

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

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

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

2. The grievance shall first be discussed orally with the employees immediate supervisor. The supervisor shall have seven (7) calendar days exclusive of designated City holidays to answer the grievance. If the supervisors answer does not resolve the grievance, the Union may take the grievance to the next step.

3. Within seven (7) calendar days exclusive of designated City holidays from the date of the supervisors answer the grievance may be presented in writing to the Fire Chief. To be arbitrable, a grievance must be filed at this step no later than 30 days after the grievance was filed with the Grievance Committee. The Fire Chief shall arrange for such meetings and make such investigation as he finds necessary and shall give a written answer within seven (7) calendar days exclusive of designated City holidays. If this answer does not resolve the grievance, the Union may take the grievance to the next step.

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

5. Should the grievance not be resolved by the City Manager, it will then be resolved through binding arbitration. The arbitration board will be made up of 3 members. Within five (5) days the Union and the City shall each appoint one member. These two shall select a third member. If within five (5) days after their appointment they are unable to select a third member, a third member shall be appointed through the rules of the American Arbitration Association.

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

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

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

ARTICLE 8. LEAVES OF ABSENCE.

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

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

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

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

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

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

ARTICLE 9. HEALTH AND SAFETY.

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

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

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

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

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

ARTICLE 10. DRUGS AND ALCOHOL.

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

Section 1. Use of Alcohol and Drugs.

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

Section 2. Dependency Treatment.

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

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

Section 3. Testing Procedure.

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

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

B. Upon request, the Fire Chief shall identify to the employee and his representative the basis for reasonable suspicion. The Fire Chief may withhold the names of persons who have provided information if the Fire Chief identifies facts and circumstances which independently provide a basis for reasonable suspicion.

C. Testing will require that the employee provide a urine and/or blood sample, or some other medically accepted procedure will be used. Any time an employee is requested to take a drug or alcohol test, the employee will be required to sign an authorization form permitting the physician or lab to conduct the test and release the results to the City and the employee. Refusal to sign the authorization form or to submit to a requested drug or alcohol test will be considered insubordination and will subject the employee to disciplinary action.

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

E. At any time prior to providing a sample of blood or urine, the employee will have the right to confer with an attorney or union representative as long as this does not result in the employee not being able to perform the test within the two hour period. To the extent possible, the sample must be provided within a 2 hour period after reasonable suspicion has been determined. The employee shall be granted a reasonable amount of time to change from the employee's uniform to civilian clothing.

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

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

Section 4. Rehabilitation and Counseling.

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

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

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

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

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

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

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

Section 5. Appeal.

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

Section 6. Search.

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

ARTICLE 11. EFFECT OF LAW.

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

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

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

ARTICLE 12. NO DISCRIMINATION.

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

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

ARTICLE 13. HOURS OF DUTY AND OVERTIME.

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

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

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

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

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

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

worked. If more than one callback occurs during the initial 2 hours and 40 minutes, no credit will be given for the second callback until the 2 hour and 40 minute period has expired. Payment at the rate of 1-1/2 or double time figures on 1/40th of the weekly salary. This time or pay shall be verified by the officer in charge.

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

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

ARTICLE 14. WAGES.

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

Section 2. Weekly Wage Rates. The weekly wage rates for firefighters shall be increased 2% effective January 1, 2014, 2% effective January 1, 2015, and 2% effective January 1, 2016. These weekly wage rates will be as follows:

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

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

Section 3. Acting Officer. The employee filling the position of any absent officer of the Fire Department shall receive a 7% pay increase. The 7% increase shall cease when the officer returns to his duties.

Section 4. Evaluations. Step raises will be given as provided by applicable City Ordinance or personnel regulations. Each firefighter's performance will be rated by their supervisor prior to the anniversary date and approved by the City Manager. A firefighter hired after Sept. 1st, 2004 must receive a rating of satisfactory or better to receive an increase from firefighter II through firefighter V (48 months). These ratings also shall be considered for placing probationary firefighters into permanent status and for lateral assignments.

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

ARTICLE 15. HOLIDAYS AND PERSONAL DAYS.

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

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

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

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

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

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

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

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

Section 5. Personal Leave. Each employee shall receive three 24-hour personal leave days on January 1st of each year. Personal leave not used by January 1st of the following year shall be forfeited. In extenuating circumstances with the Chief's permission a firefighter may sell up to 48 hours of personal leave at his hourly rate.

ARTICLE 16. VACATIONS.

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

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

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

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

weeks before the employee wishes the payment and no later than November 15 of each calendar year.

An employee who has accumulated 28 days sick leave shall be granted additional vacation at his request. The conversion will be the use of one sick day for one vacation day. In no case will more than three days additional vacation be granted in any calendar year under excess sick leave credits, and no employee shall receive more than 19 days vacation in one calendar year. Effective January 1, 2002, an employee who has accumulated 56 days sick leave may convert up to 56 hours of sick leave to cash by November 15 of each calendar year. The conversion will be hour for hour at the 56-hour rate. Sick leave converted to cash is sick leave that was earned in prior years.

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

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

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

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

Section 4. Vacation Selection. A vacation selection list shall be posted for each shift each calendar year in accordance with departmental policy. All vacation selections shall be completed by the date set by management's policy. The vacation leave shall be taken in three day units, except when the total vacation days are not divisible by three, the remaining day(s) may be scheduled as a single day. The vacation seniority list shall begin with the most senior employee and end with the least senior employee. The most senior employee shall select first choice of vacation (be it 1, 2, 3 or 4 weeks) depending on length of service, by that employee's first duty day after the vacation calendar requests begin. The next most senior employee shall select his first choice of vacation and so on down the list until all employees have selected their first choice. A firefighter shall have until the beginning of his next duty day if necessary to make a selection except no firefighter shall wait until the next duty day to make his selection if the delay conflicts with management policy on when the calendar shall be completed. This policy does not apply to single day requests. A firefighter shall not have more than four

consecutive weeks of vacation unless unanimously agreed to by the rest of the employees on that shift. In the event the above procedure is not complied with the employee in question loses first choice until the second round, at which time the employee may make both first and second choices.

The above procedures shall be repeated until all vacation selections have been completed for the vacation year as defined by policy.

After the vacation schedule is complete, vacation selections may be made, allowing two firefighters to be off at the same time and to select single vacation days or single PT vacation days, subject to approval by the Fire Chief and Shift Officers. A firefighter may only use either vacation days or PT vacation days in single allotments and shall not exceed three single days per calendar year. In no circumstance will a single day vacation request trump a week off. The request must be made a minimum of two duty days in advance. It is understood by the parties that all vacation selections are requests until approved by the Fire Chief. Approval will take place within a reasonable amount of time. An approved list will be posted on the bulletin board. It is also understood and agreed that in the event of extreme emergency or hardship, approved vacations may be cancelled. However an employee's first (week) choice will be guaranteed.

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

ARTICLE 17. SICK LEAVE.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 18. INJURY LEAVE.

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

ARTICLE 19. FUNERAL LEAVE.

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

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

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

ARTICLE 20. UNIFORMS AND EQUIPMENT.

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

Section 2. Reimbursement of Personal Property Loss or Damage. The City agrees to reimburse up to a maximum of $40.00 (forty dollars) toward repair or replacement of personal wrist watches damaged or destroyed while in the performance of duties,

excluding fire scenes, limited to one occurrence per eligible person during the life of this agreement.

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

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

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

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

ARTICLE 21. FITNESS FOR DUTY.

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

Section 2. Examination Results. Employees will be bound by the results of the examinations. Should the employee not agree with the findings of the doctor selected by the Fire Chief, the employee may within thirty days, obtain an opinion of another doctor. The employee will bear the full cost of this examination. The doctor selected by the employee must provide a complete report of the examination and findings to the departmental physician and the employee. In the event of a conflict in the opinions and finding of the two doctors, a third doctor will be selected by the two doctors. The cost of this examination will be paid by the City. The third doctor shall be furnished copies of the opinions and findings of the two doctors.

Should the City, after consultation with the department physician, and when applicable the report of the third doctor, judge an employee as being unable to perform his/her duties, the employee will be placed on a leave of absence. An employee placed on a leave of absence will have six months to have the medical condition corrected and to meet the required standards. Additional time may be granted by the City Manager upon

application. An employee will be terminated if the medical condition is not corrected and the employee is unable to perform essential duties and functions of the position.

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

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

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

The Single Standard General Population standards will be the basis for scoring. For an employee to pass the standard, the employee must meet or exceed the 50th percentile in each category. An employee who meets or exceeds the employee's physical fitness standard shall receive one day of additional vacation.

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

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

ARTICLE 22. TRAINING.

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

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

Section 3. In-Service Training at Outside Academies. When an employee is required to attend training at an outside academy or seminar, the work schedule of the employee may be adjusted in advance of the training to reflect reasonable travel time to and from the training site. The employee's weekly schedule may also be adjusted to a 40-hour

schedule consisting of five 8-hour days. In such a case, the employee's regularly scheduled work day for training purposes shall not include meal periods unless the exclusion of the meal period would reduce the regularly scheduled work day below 8 hours.

ARTICLE 23. PROMOTIONS AND APPOINTMENTS.

Section 1. Appointments. All vacancies and promotions shall be filled in accordance with Civil Service Rules and Regulations for the City of Piqua.

Section 2. Promotions and Disqualification. Appointments to the promoted ranks shall be made by promotion from the next lowest rank, providing the employee considered for the promotion is qualified for the position. No Firefighter classed employee shall be eligible to take a promotional examination unless he/she has served a total of sixty (60) months in a lower non-officer classification from the most recent date of hire to the Piqua Fire Department. If the person is disqualified by the Chief or City Manager, the reasons for such disqualification shall be presented in writing to the person so disqualified. A disqualification may constitute a grievance and be processed in accordance with Article 7.

A. Testing, scoring from the position of Firefighter to the next promoted rank shall be as follows:

    1. Written test - 50%
    2. Assessment Center - 50%
    3. Seniority points per O.R.C. 124.45

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

B. The City Manager shall make promotional appointments in order of their rank on the certified list with the highest score being first and so on.

C. Testing and scoring for assistant fire chief shall be governed by the City's Civil Service Rules.

Section 3. Paramedic. Appointment to Paramedic shall be based upon certification.

ARTICLE 24. WORK RULES.

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

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

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

ARTICLE 25. GROUP INSURANCE.

Section 1. Health Insurance.

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

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

   An employee may be reimbursed up to a maximum of $400 if on a family plan and $200 for a single plan each calendar year in 2014. An employee may be reimbursed up to a maximum of $1,000 if on a family plan and $500 for a single plan for each calendar year for 2015 and 2016. The employee and not the family member must participate in the below activities to be eligible for the reimbursement.

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

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

Reimbursement eligibility for 2014:

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

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

Reimbursement eligibility for 2015 and 2016:

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

Cholesterol of less than 200 mg BMI of less than 25		
Prescription Medications	$100	Employee must switch from brand medication to generic. Must begin only in January and continue for the calendar year. Eligible for each prescription changed.
Prescription Medications	$50	Employee must switch from brand medication to generic. Must be for a consecutive six month period. Eligible for each prescription changed.
Cessation Program	$100	Employee must complete a program as approved by the HR department and successfully have stopped smoking for a consecutive 6 month period. Employee will be subject to random testing to verify continued success. Eligible for reimbursement only one time during employee's tenure and at conclusion of 6 month period.

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

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

c) Cost Sharing. For the 2014, 2015 and 2016 plan years, an employee will

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

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

Section 2. Life Insurance. The City shall provide and pay the necessary premiums for group life insurance in the amount of $75,000.

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

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

ARTICLE 26. SENIORITY.

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

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

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

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

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

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

ARTICLE 27. LAYOFF AND RECALL.

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

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

ARTICLE 28. WAIVER.

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

ARTICLE 29. JOB REQUIREMENTS.

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

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

ARTICLE 30. UNION ACTIVITIES.

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

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

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

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

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

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

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

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

ARTICLE 32. LABOR/MANAGEMENT MEETINGS.

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

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

1. The administration of this Agreement;
2. Changes made by the City which affect bargaining unit employees;

3. Grievances which have not been processed beyond the final step of the grievance procedure, when such discussions are mutually agreed to in advance by the parties;
4. General information of interest to the parties;
5. Ways to increase productivity and to improve efficiency; and
6. Safety matters relating to employees.

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

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

ARTICLE 33. TERM OF AGREEMENT.

Section 1. Effective Dates. This Agreement shall become effective on January 1, 2014, and shall remain in full force and effect until 11:59 p.m., December 31, 2016. The parties shall continue in full force and effect all the terms and condition of this Agreement after expiration until a new agreement is signed or the statutory dispute settlement procedures are completed.

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

This Agreement is signed this 6th day of January, 2014.

CITY OF PIQUA, OHIO

By: Stacy M Wall

By: [illegible]

By: Elaine G. Barton

Michael Rinoller

Cynthia A Holtzapple

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO-CLC,

LOCAL

Local #252 PIQUA, OHIO

By: Robert A. Bloom

By: James D Dieling

By: