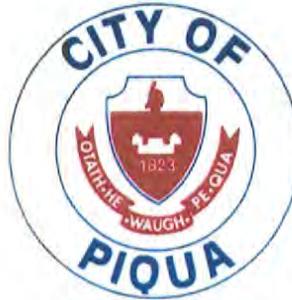




AGREEMENT BY AND BETWEEN

THE



13-MED-09-1062
1658-06
K30497
01/28/2014

CITY OF PIQUA

AND



THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.

CIVILIANS

CASE NUMBER 2013-MED-09-1062

JANUARY 1, 2014 THROUGH DECEMBER 31, 2016

AGREEMENT

BETWEEN

CITY OF PIQUA, OHIO

AND

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

JANUARY 1, 2014 THROUGH DECEMBER 31, 2016

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PREAMBLE

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

ARTICLE 1. RECOGNITION AND UNION SECURITY

Section 1.1 Recognition

The City recognizes the Union as the exclusive bargaining representative for all full-time and part-time employees in the positions of secretaries, senior police records clerk, police records clerk and police service aides, as certified in case number 08-REP-07-0109 on December 24, 2008, by the State Employment Relations Board. The bargaining unit specifically excludes all other employees. This Article is solely for the purpose of granting exclusive recognition and defining the coverage of this Agreement, and nothing else is intended or is to be inferred from this Article.

Section 1.2 Change in Status

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

ARTICLE 2. DUES AND FAIR SHARE FEE

Section 2.1 Union Dues to be Deducted

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

Section 2.2 Authorization for Deduction

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

Section 2.3 Dues to be Remitted

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

Section 2.4 Indemnification

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

Section 2.5 Relief from Making Deduction

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

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

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

Section 2.6 Fair Share Fee

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

Section 2.7 Notification of Dues and Fair Share Fee Amounts

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

Section 2.8 Errors in Deductions

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

ARTICLE 3. MANAGEMENT RIGHTS

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

cause of other employees;

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

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

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

ARTICLE 4. NO STRIKE - NO LOCKOUT

Section 4.1 No Strike by Union

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

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

Section 4.2 Union to Take Affirmative Action to Stop

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

Section 4.3 No Lockout by City

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

ARTICLE 5. COOPERATION, AND CONTACT

Section 5.1 Cooperation

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

Section 5.2 Contact

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

ARTICLE 6. NON-DISCRIMINATION

Section 6.1 Employer Pledge

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

ARTICLE 7. DISCIPLINE, RECORDS AND INVESTIGATIONS

Section 7.1 Just Cause

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

Section 7.2 Probationary Employees

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

Section 7.3 Forms of Discipline

Forms of disciplinary action are:

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

The principles of progressive discipline shall be followed. However, disciplinary

action may begin at any step. Counseling shall not be considered disciplinary action.

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

Section 7.4 Retention of Disciplinary Records

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

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

Section 7.5 Personnel Files

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

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

Section 7.6 Investigations

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

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

- A. Employees shall be informed of the general nature of an incident prior to any interrogation and shall be informed whether the investigation focuses upon the filing of criminal charges or internal discipline.

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

Section 7.7 Discipline

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

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

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

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

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

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

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

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

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

Section 7.8 Press Releases

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

ARTICLE 8 GRIEVANCE AND ARBITRATION

Section 8.1 Definition

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

Section 8.2 Procedure

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

Section 8.3 Grievance Procedure

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

Union to resolve grievances at the earliest step possible. To carry this out, the procedure below shall be followed. However the Union, the grievant and the Employer may, in writing mutually agree to skip any step or steps. A discharge grievance shall be started at Step 3, and a suspension grievance at Step 2, but with the same time limits and written requirements as for Step 1. All other disciplinary grievance will start below.

Informal Step Immediate Supervisor (Verbal)

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

Step 1. Chief of Police (Written)

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

Step 2. City Manager

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

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

Step 3. Arbitration

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

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

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

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

Each party shall pay one-half (½) of any docket fee and of the cost of the arbitrator, but each party shall bear its own expenses.

Section 8.4 Multiple Grievances

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

Section 8.5 Content

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

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

Section 8.6 Who May Bring a Grievance

A. Individual

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

B. Class

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

C. Union

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

Section 8.7 Attendance at Grievance Step Meetings

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

Section 8.8 Issues Not Grievable

Where the alleged grievance is of a nature that it qualifies for appeal under the rules of a state or federal administrative agency such as, but not limited to the

Equal Employment Opportunity Commission (EEOC), the Ohio Civil Rights Commission (OCRC) or the Department of Labor (DOL), the aggrieved employee shall utilize the appeal procedure in accordance with the rules of that governing agency rather than filing a grievance pursuant to the terms of this article.

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

ARTICLE 9. LEAVE OF ABSENCE

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

Section 9.2 Leave Without Pay Personal leave of absence without pay may be granted by the City Manager for periods of time not to exceed one year for any other reason that the City Manager may consider to be to the benefit of the City, including, but not limited to, leaves of absence for military duties, and for illness or disability not caused by the actual performance of official duties where the employee has exhausted accumulated sick leave benefits. Any such leave so granted may be extended or renewed for additional periods of time not to exceed one year for each extension. The City may require a medical examination by a physician designated by the City, under the procedure described in Article 18, Section 4 as a condition for reinstatement.

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

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

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

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

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

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

ARTICLE 10. DRUGS AND ALCOHOL

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

Section 10.1 Use of Alcohol and Drugs

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

Section 10.2 Dependency Treatment

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

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

Section 10.3 Testing Procedure

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

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

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

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

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

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

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

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

Section 10.4 Rehabilitation and Counseling

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

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

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

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

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

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

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

Section 10.5 Appeal

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

ARTICLE 11. EFFECT OF LAW

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

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

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

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

ARTICLE 12. NON-BARGAINING UNIT JOB DUTIES

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

Section 12.2 Non-bargaining unit personnel. Jobs covered by this Agreement shall be performed by bargaining unit members except in circumstances of light duty, a non-bargaining unit member may be assigned for the period of light duty. The assignment of a non-bargaining unit member to light duty of a job duty covered by the bargaining unit is not grievable.

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

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

ARTICLE 13. HOURS OF WORK AND OVERTIME

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

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

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

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

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

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

ARTICLE 14. WAGES

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

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

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

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

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

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

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

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

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

Rating forms, when completed, will be discussed with the employee. The employee is required to sign it as evidence of the fact that it has been reviewed and a copy will be returned to the employee. The signature does not necessarily mean that the employee is satisfied with the rating. If an employee receives two consecutive unsatisfactory ratings, the employee is subject to demotion or discharge.

ARTICLE 15. HOLIDAYS AND PERSONAL LEAVE

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

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

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

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

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

ARTICLE 16. VACATIONS

Section 16.1 Vacation and vacation pay shall be granted to all full time employees who have completed at least one full year of service on the following basis: 10 days after the first full year of service, 15 days after eight years of continuous service, 20 days after 15 years continuous service, and 25 days after 25 years of continuous service. In addition, any employee who has accumulated in excess of 60 sick leave days at the termination of his regular vacation may convert sick days to vacation days as described in Article 17 (Sick Leave), Section 4. No employee shall receive more than six (6) week's vacation credit in one year.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 17. SICK LEAVE

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

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

Section 17.3 Approval of Sick Pay: The City reserves the right to require the employee to complete an absence slip and turn it into the immediate supervisor for approval before sick leave pay is granted. In the case of an absence of three consecutive days or more, medical documentation must be submitted along with

the form. The City also reserves the right to require a medical examination by a physician designated and paid for by the City as a condition for granting sick leave pay. Probationary employees must work a minimum of thirty calendar days before sick leave can be granted. The Union agrees to support the City in its efforts to control the misuse of sick leave.

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

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

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

Section 17.5 Sick Leave Donation:

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

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

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

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

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

ARTICLE 18. INJURY PAY

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

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

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

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

ARTICLE 19. UNIFORMS AND EQUIPMENT

Section 19.1 Initial Issue of Uniforms and Equipment

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

Records Clerks/Secretarys

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

Police Service Aide

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

Section 19.2 Uniform, Clothing and Equipment Allowance

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

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

Section 19.3 Employees Uniform, Clothing, and Equipment

All items of uniforms, equipment, and clothing, applicable and acceptable to

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

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

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

ARTICLE 20. EDUCATIONAL BENEFITS

Section 20.1 Education Benefits

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

Provided that the money is available and the funds have been budgeted, the City will pay for tuition, books, and any other related expenses for college level courses applicable to one masters degree only in the areas of Criminal Justice, Law Enforcement, Public Administration, Business Administration, Behavioral Science, Computer Science or Information Technology or other courses of study that directly relate to law enforcement or the duties of the employees covered by

this Agreement and are approved by the Chief of Police at the time the fees are due, subject to a limitation of one thousand dollars (\$1,000) per employee in any one (1) calendar year. The course of instruction or class is subject to approval by the Chief and the employee must obtain a minimum of a "C" or better as defined by the specific educational institution's standards or a "pass" in a pass/fail class. To be eligible for reimbursement, the degree must be earned while employed with the City of Piqua Police Department. No doctoral programs are qualified for reimbursement by the City.

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

Section 20.2 Reimbursement of Benefits

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

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

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

ARTICLE 21. TRAINING

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

ARTICLE 22. MILEAGE EXPENSES - PRIVATE VEHICLES

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

ARTICLE 23. SEVERANCE

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

Section 23.1 Vacation Leave

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

Section 23.2 Sick Leave

(A) Conversion Upon Termination or Permanent Layoff: Employees with eight years of service or more, except those discharged for conviction of theft, theft related offense or felony, may convert up to the same number of hours accumulated and unused sick leave upon termination of employment or permanent layoff as indicated in (B) below. Sick leave will be converted on the basis of the following formula:

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

(B) Conversion Upon Retirement or Death: There shall be payable to an employee, upon retirement in accordance with the provisions of the Ohio Public Employees Retirement System or upon death of an active employee, to the employee's beneficiary designated in writing on the form provided by the City and

delivered to the City (or if no valid designation has been made, the estate), in addition to any OPERS benefits, payment for all accumulated sick up to and including 1440 hours. This payment may be made weekly or in a lump sum at the option of the Director of Finance, with due regard to the financial status of the City.

For employees hired after December 31, 2000, unused sick time shall be cumulative up to and including 960 hours for retirement and death benefits, and shall be cumulative up to and including 720 hours upon other termination of employment (except for dismissal for conviction of any theft, theft related offense or felony offense), on the same conversion formula applicable to employees hired before December 31, 2000. Upon retirement, the employee shall also be paid for accumulated sick time, at the current hourly rate, any hours earned above 720 hours up to 1560 hours at the rate of 1 for 3 for a combined total of up to 1000 hours.

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

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

ARTICLE 24. GROUP INSURANCE

Section 24.1 Health Insurance.

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

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

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

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

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

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

Reimbursement for 2014:

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

Police Clerical 2014-2016

Prescription Medications	\$50	Employee must switch from brand medication to generic. Must be for a consecutive six month period. Eligible for each prescription changed.
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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 Individ.	Employee shall pass the physical fitness test under the requirements of the <u>Ohio Peace Officer Basic Training Program Physical Fitness Requirements</u> in effect on the date of execution of this Agreement, however the employee may substitute the run portion of the test with the <u>Rockport Fitness Walking Test</u> . To receive reimbursement, the employee shall pass all parts of the Ohio Peace Officer Basic Training Program Physical Fitness Requirements or, if substituting the Rockport Fitness Walk Test, receive a rating of Good or above. The test shall be administered by the Department.

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

d) Cost sharing. For the 2014, 2015, and 2016 plan years, an employee will contribute 15% of the city's total cost of purchasing the employee's HDHP and funding the employee's HSA or HRA by bi-weekly payroll deduction.

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

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

Section 24.3 Reopener. Should the quotes received annually as required above result in the City's health insurance premium increasing by 10% or more from the previous year for 2015 or 2016, either party can request this Article be reopened to achieve a mutual benefit for the parties recognizing that the cost of future health care is unpredictable with the implementation of the new federal regulations. The parties may also reopen this Article should there be an effect on costs from the opening of the City health clinic or the carrier selected provides a cafeteria plan of benefits that may be considered. The reopener is solely conditioned on a 10% or greater increase in premium renewal, the opening of the health clinic or a viable cafeteria plan. If one of these events does not trigger the reopener, health care shall be provided as stated above.

ARTICLE 25. SENIORITY

Section 25.1 Application of Seniority

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

Section 25.2 Accrual of Seniority

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

A. No Break in Service

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

1. absence while on approved leave of absence;
2. absence while on approved sick leave or disability leave;
3. military leave; and
4. a layoff of twelve (12) months duration or less.

B. Break in Service

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

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

ARTICLE 26. LAYOFF AND RECALL

Section 26.1 Layoff

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

Section 26.2 Recall

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

Section 26.3 Notice of Recall

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

The recalled employee shall have ten (10) calendar days following the date of receipt of the recall notice to notify the City of his intention to return to work and shall have fourteen (14) calendar days following the receipt of the recall notice in

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

ARTICLE 27. UNION BUSINESS

Section 27.1 Union Representatives

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

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

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

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

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

Section 27.2 Bulletin Board

The City shall provide space for a bulletin board in the records area of the Department not visible to the public for the exclusive use of the employees covered by this Agreement. This bulletin board will not be used for official departmental functions and will not be used to post derogatory materials concerning the City. Upon request of the Chief or his designee, the Union shall cause the immediate removal of any material posted in violation of this Article.

Section 27.3 Ballot Boxes

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

Section 27.4 Union Meetings

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

Section 27.5 Non-employee Representative

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

Section 27.6 Contract Copies

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

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

Section 28.1 Compliance The City has the right to take steps reasonably necessary to comply with the Americans with Disabilities Act and with the Family and Medical Leave Act, or to remove doubts about such compliance.

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

ARTICLE 29. LABOR/MANAGEMENT MEETINGS

Section 29.1 Meetings to be Held

In the interest of sound labor-management relations, a joint committee, not to exceed four (4), half of whom shall represent the City and half of whom shall represent the Union, may meet from time to time by mutual agreement upon a request by either party to discuss subjects of mutual concern.

Section 29.2 Agenda to be Furnished

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

Matters which may be discussed at such meetings include:

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

Section 29.3 Attendance at the Meetings

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

ARTICLE 30. TERM OF AGREEMENT

Section 30.1 Effective Dates

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

Section 30.2 No Contractual Obligations Outside Effective Dates

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

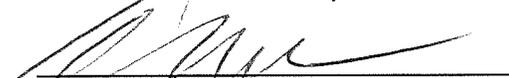
Section 30.3 Negotiations for a New Contract

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

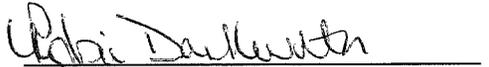
EXECUTION

Signed at Piqua, Ohio on 24th day of January, 2014.

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



Andrea H. Johan
Staff Representative

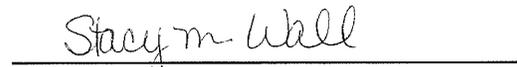


Robin Dankworth, Bargaining
Committee Member, Civilian Unit

For the City of Piqua:



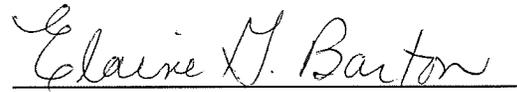
Gary A. Huff, City Manager



Stacy M. Wall, Law Director



Bruce Jamison, Chief of Police



Elaine G. Barton, HR Director



Cynthia A. Holtzapple, Finance Dir.

FOP CIVILIAN WAGE SCHEDULE

2014-2016

EFFECTIVE January 1, 2014

Class Code	CLASSIFICATION/TITLE	PAY RANGE	PAY					
			STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
107	Secretary	25	15.46	16.23	17.05	17.90	18.80	19.73
120	Police Records Clerk	18	12.19	12.80	13.44	14.11	14.81	15.56
121	Senior Police Records Clerk	26	16.14	16.94	17.80	18.69	19.61	20.60
122	Public Service Officer	29	16.79	17.63	18.51	19.44	20.40	21.43

EFFECTIVE January 1, 2015

Class Code	CLASSIFICATION/TITLE	PAY RANGE	PAY					
			STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
107	Secretary	25	15.77	16.55	17.39	18.26	19.18	20.12
120	Police Records Clerk	18	12.43	13.06	13.71	14.39	15.11	15.87
121	Senior Police Records Clerk	26	16.46	17.28	18.16	19.06	20.00	21.01
122	Public Service Officer	29	17.13	17.98	18.88	19.83	20.81	21.86

EFFECTIVE January 1, 2016

Class Code	CLASSIFICATION/TITLE	PAY RANGE	PAY					
			STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
107	Secretary	25	16.09	16.88	17.74	18.63	19.56	20.52
120	Police Records Clerk	18	12.68	13.32	13.98	14.68	15.41	16.19
121	Senior Police Records Clerk	26	16.79	17.63	18.52	19.44	20.40	21.43
122	Public Service Officer	29	17.47	18.34	19.26	20.23	21.23	22.30



MIKE DEWINE

★ OHIO ATTORNEY GENERAL ★



Ohio Peace Officer Training Commission
740-845-2700
800-346-7682
Fax 740-845-2675

P.O. Box 309
London, Ohio 43140
www.OhioAttorneyGeneral.gov

OHIO PEACE OFFICER BASIC TRAINING PROGRAM PHYSICAL FITNESS REQUIREMENTS

Age and Gender Minimum Scores

	Males (≤29)	Females (≤29)
Sit-ups (1 min.)	40	35
Push-ups (1 min.)	33	18
1.5 Mile Run	11:58	14:15
	Males (30-39)	Females (30-39)
Sit-ups (1 min.)	36	27
Push-ups (1 min.)	27	14
1.5 Mile Run	12:25	15:14
	Males (40-49)	Females (40-49)
Sit-ups (1 min.)	31	22
Push-ups (1 min.)	21	11
1.5 Mile Run	13:05	16:13
	Males (50-59)	Females (50-59)
Sit-ups (1 min.)	26	17
Push-ups (1 min.)	15	13* Modified
1.5 Mile Run	14:33	18:05
	Males (60+)	Females (60+)
Sit-ups (1 min.)	20	8
Push-ups (1 min.)	15	8* Modified
1.5 Mile Run	16:19	20:08

*Modified form per OPOTC Lesson Plan



Africa Asia Europe Oceania South America



Fitness Tests: Calculators: Rockport Fitness Walking Test: VO2 Max Calculator

- Personal Training
- Exercise Equipment
- Partners & Friends
- Fitness Professionals
- Sports Performance
- Fitness Calculators
- Diabetes & Exercise
- Obesity & Exercise
- Special Needs
- Injury & Recovery
- Over 50 Fitness
- Simple Workouts
- Programs & Results
- Nutrition & Lifestyle
- Mood & Exercise
- Exercise Videos
- Website Feedback
- Member Feedback
- Fitness Business Consulting**
- Fitness Consulting
- Marketing
- Social Media
- Exercise Equipment
- Personal Training
- Specialty Qualified

VO2 max Calculator

The Rockport Fitness Walking Test:

- Choose a calm day outdoors or conduct this test using a treadmill
- Record your weight
- Walk one mile (1609 meters) as fast as safely possible
- Record the time to complete the one mile walk
- Immediately on finishing the walk record your heart rate (beats per minute)
- Determine your VO2 max using the calculator below



For an estimate of your VO2 max enter your gender, age, weight, heart rate at the end of the test, the time to complete the walk and then select the 'Calculate' button.

Gender Age years Weight

Heart Rate bpm Time mins secs

VO2 Max mls/kg/min

Interpreting the results of this test

We expect that, with appropriate training between each test, the analysis would indicate improvement in aerobic capacity. Remember, this calculation is only an estimate. In the absence of clinical testing, this calculator serves as an estimation based on established values that are intended to measure peak aerobic capacity.

The formula used to calculate VO2 max is:

$$132.853 - (0.0769 \times \text{Weight}) - (0.3877 \times \text{Age}) + (6.315 \times \text{Gender}) - (3.2649 \times \text{Time}) - (0.1565 \times \text{Heart Rate})$$

As calculated:

- Weight is in pounds (lbs)
- Gender Male = 1 and Female = 0
- Time is expressed in minutes and 100ths of minutes
- Heart rate is in beats/minute
- Age is in years

		MEN							
		Age (years)	Very poor	Poor	Fair	Average	Good	Very good	Excellent
Gym Equipment Memphis		20-24	< 32	32-37	38-43	44-50	51-56	57-62	>62
Exercise Equipment		25-29	< 31	31-35	36-42	43-48	49-53	54-59	>59
		30-34	< 29	29-34	35-40	41-45	46-51	52-56	>56
Treadmills & Bikes		35-39	< 28	28-32	33-38	39-43	44-48	49-54	>54
		40-44	< 26	26-31	32-35	36-41	42-46	47-51	>51
Elliptical Trainers		45-49	< 25	25-29	30-34	35-39	40-43	44-48	>48
		50-54	< 24	24-27	28-32	33-36	37-41	42-46	>46
Accessories		55-59	< 22	22-26	27-30	31-34	35-39	40-43	>43
		60-65	< 21	21-24	25-28	29-32	33-36	37-40	>40
		WOMEN							
		Age (years)	Very poor	Poor	Fair	Average	Good	Very good	Excellent
Selected Purchase		20-24	< 27	27-31	32-36	37-41	42-46	47-51	>51
		25-29	< 26	26-30	31-35	36-40	41-44	45-49	>49
Payment		30-34	< 25	25-29	30-33	34-37	38-42	43-46	>46
		35-39	< 24	24-27	28-31	32-35	36-40	41-44	>44
		40-44	< 22	22-25	26-29	30-33	34-37	38-41	>41
		45-49	< 21	21-23	24-27	28-31	32-35	36-38	>38
		50-54	< 19	19-22	23-25	26-29	30-32	33-36	>36
		55-59	< 18	18-20	21-23	24-27	28-30	31-33	>33
		60-65	< 16	16-18	19-21	22-24	25-27	28-30	>30

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[Admin](#)

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.,
EMPLOYEE ORGANIZATION,

and,

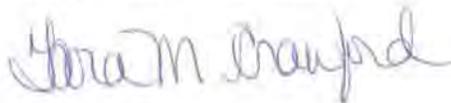
CITY OF PIQUA,
EMPLOYER.

}
} Case No(s): 13-MED-09-1062
} (Secretaries, et al)
}
}
}
}
}
}

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files the Collective Bargaining Agreement executed between the parties in the above captioned case(s). The Contract Data Summary Sheet is attached.

Respectfully Submitted,



Tara M. Crawford
Paralegal
F.O.P., O.L.C.I.
222 East Town Street
Columbus, Ohio 43215
614-224-5700

cc: Stacy Wall, swall@piquaoh.org