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**AGREEMENT
BETWEEN
CITY OF PIQUA, OHIO
AND
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
1/1/2014 – 12/31/2016**

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

ARTICLE 1. COVERAGE.

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

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

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

ARTICLE 2. MANAGEMENT RIGHTS.

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

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

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

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

ARTICLE 3. NO STRIKE - NO LOCKOUT.

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

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

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

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

ARTICLE 4. COOPERATION.

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

ARTICLE 5. DISCHARGE AND DISCIPLINE.

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

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

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

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

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

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

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

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

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

Section 6. Investigations.

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

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

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

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

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

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

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

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

ARTICLE 6. GRIEVANCE AND ARBITRATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7. LEAVES OF ABSENCE.

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

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

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

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

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

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

ARTICLE 8. HEALTH AND SAFETY.

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

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

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

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

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

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

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

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

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

ARTICLE 9. DRUGS AND ALCOHOL.

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

Section 1. Use of Alcohol and Drugs.

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

Section 2. Dependency Treatment.

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

Section 3. Testing Procedure.

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

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

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

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

Section 4. Rehabilitation and Counseling.

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

Section 5. Appeal.

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

ARTICLE 10. EFFECT OF LAW.

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

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

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

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

ARTICLE 11. NON-BARGAINING UNIT JOB DUTIES.

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

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

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

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

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

ARTICLE 12. HOURS OF WORK AND OVERTIME.

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

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

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

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

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

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

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

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

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

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

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

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

Members shall make every effort to complete all case preparation at least one day prior to the scheduled court appearance. Court Overtime will begin upon their arrival at the required court location or at the police department prior to departing for court and end when their required appearance ends or they report directly back to the police department.

Section 9. Jury Duty. Any member required to serve on a jury before a court empowered by law to require such service shall be excused from scheduled duty for the time required for such service during duty hours and shall be paid. Any compensation for jury duty performed during scheduled duty hours received by the officer shall be

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

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

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

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

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

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

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

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

ARTICLE 13. WAGES.

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

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

Wages 1/1/14

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

Wages 1/1/15

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

Wages 1/1/16

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 14. HOLIDAYS AND PERSONAL LEAVE HOURS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15. VACATIONS.

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

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

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

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

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

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

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

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

ARTICLE 16. SICK LEAVE.

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

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

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

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

ARTICLE 17. INJURY LEAVE.

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

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

ARTICLE 18. FUNERAL LEAVE.

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

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

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

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

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

ARTICLE 19. UNIFORMS AND EQUIPMENT.

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

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

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

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

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

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

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

ARTICLE 20. EDUCATIONAL BENEFITS.

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

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

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

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

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

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

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

ARTICLE 21. TRAINING.

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

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

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

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

ARTICLE 22. MILEAGE EXPENSES - PRIVATE VEHICLES.

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

ARTICLE 23. SEVERANCE.

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

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

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

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

ARTICLE 24. GROUP INSURANCE.

Section 1. Health Insurance.

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

For the 2014 plan year, the City will fund 75% of employee HSA and HRA accounts (\$1,500 for individual coverage and \$3,000 for family coverage) and for the 2015 and 2016 plan years, the City will fund 50% of employee HSA and HRA accounts (\$1,000 for individual coverage and \$2,000 for family coverage). Employee's HSA's will be funded 1/12th of the annual total each month. Employee HRA's will be funded entirely in January. Employees promoted during a plan year shall have the City's contribution to their HSA prorated based upon the number of full months employed by Piqua during that initial plan year. Health insurance shall run on the plan year or calendar year rather than the contract year if not a calendar year.

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

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

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

(d) Reimbursement Eligibility.

Employees shall be eligible for the 2014 plan year to receive reimbursement up to \$400 for employees having family coverage and \$200 for employees having single coverage. For the 2015 and 2016 plan years employees will be eligible to receive reimbursement up to \$1,400 for family coverage and \$700 for single coverage. Such reimbursement shall be based on participation in self-selected programs established by the health insurance provider for eligibility for the Bend the Trend Program or a similar program that allows for reduction in the health insurance premium based upon employee participation.

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

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

Reimbursement eligibility for 2014:

Eligible Activity	Amount Reimbursed	Special Conditions	Date Participated
Biometric Screening Event	\$200	Eligible for reimbursement once each calendar year.	
Health Risk Assessment	\$50	Eligible for reimbursement once each calendar year.	
Wellness Coaching	\$50	Wellness Coaching is as indicated by the Health Risk Assessment. Eligible for reimbursement once each calendar year.	
Registering on health insurance website	\$50	Eligible for reimbursement once each calendar year.	
Flu Shot	\$50	Must be received at the City. Eligible for reimbursement once each calendar year.	

Exercise	\$50	90 minutes of physical activity per week for each 8 week period completed. Forms must be completed and turned in to Human Resources. The forms are available at HR	See HR for forms Eligible for reimbursement more than once
BP of less than 130/80 Cholesterol of less than 200 mg BMI of less than 25	\$100	To qualify for reimbursement, the employee must meet two of the three categories.	Submit statement from physician or form from biometric screening
Prescription Medications	\$100	Employee must switch from brand medication to generic. Must begin only in January and continue for the calendar year. Eligible for each prescription changed.	Submit pharmacy receipts indicating previous brand medication and new generic medication
Prescription Medications	\$50	Employee must switch from brand medication to generic. Must be for a consecutive six month period. Eligible for each prescription changed.	Submit pharmacy receipts indicating previous brand medication and new generic medication
Cessation Program	\$100	Employee must complete a program as approved by the HR department and successfully have stopped smoking for a consecutive 6 month period. Employee will be subject to random testing to verify continued success. Eligible for reimbursement only one time during employee's tenure.	

Reimbursement eligibility for 2015 and 2016:

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

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

		smoking for a consecutive 6 month period. Employee will be subject to random testing to verify continued success. Eligible for reimbursement only one time during employee's tenure and at conclusion of 6 month period.
Physical Fitness Test	\$400 Family \$200 Indiv.	Employee shall pass the physical fitness test under the requirements of the <u>Ohio Peace Officer Basic Training Program Physical Fitness Requirements</u> in effect on the date of execution of this Agreement. To receive reimbursement, the employee shall pass all parts of the test. The test shall be administered by the Department.

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

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

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

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

ARTICLE 25. SENIORITY.

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

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

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

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

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

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

ARTICLE 26. LAYOFF AND RECALL.

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

ARTICLE 27. BULLETIN BOARD.

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

ARTICLE 28. CONTRACT COPIES.

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

ARTICLE 29. UNION BUSINESS.

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

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

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

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

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

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

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

ARTICLE 31. LABOR/MANAGEMENT MEETINGS.

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

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

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

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

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

ARTICLE 32. TERM OF AGREEMENT.

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

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

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

Signed at Piqua, Ohio this February 11, 2014.

CITY OF PIQUA, OHIO

BY: 
Gary A. Huff, City Manager

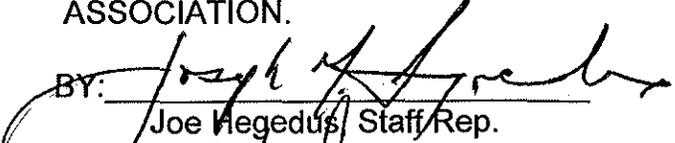
BY: Stacy M. Wall
Stacy M. Wall, Law Director

BY: Elaine G. Barton
Elaine G. Barton, HR Director

BY: 
Bruce A. Jamison, Chief of Police

BY: Cynthia A. Holtzapple
Cynthia A. Holtzapple, Finance Director

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION.

BY: 
Joe Hegedus, Staff Rep.

BY: 
Deputy Chief Marty Grove, Member

BY: Bill Collins
Lieutenant Bill Collins, Member

BY: Richard A. Byron
Lieutenant Rick Byron, Member



MIKE DEWINE

★ OHIO ATTORNEY GENERAL ★



Ohio Peace Officer Training Commission
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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