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AGREEMENT

BETWEEN

THE CITY OF PIQUA

AND

LOCAL NO. 984 AND

OHIO COUNCIL 8, AFSCME

(CLERICAL – TECHNICAL)

10/01/12 - 12-31-13

TABLE OF CONTENTS

TABLE OF CONTENTS i
ARTICLE 1 COOPERATION 1
ARTICLE 2 RECOGNITION 1
ARTICLE 3 NO STRIKE - NO LOCKOUT 2
ARTICLE 4 UNION BUSINESS 3
ARTICLE 5 WAGES 4
ARTICLE 6 HOLIDAYS 7
ARTICLE 7 VACATIONS 8
ARTICLE 8 SICK LEAVE 10
ARTICLE 9 INJURY PAY 12
ARTICLE 10 LEAVE OF ABSENCE 13
ARTICLE 11 ATTENDANCE 14
ARTICLE 12 INSURANCE 17
ARTICLE 13 SENIORITY, LAYOFF, CALLBACKS, AND PROMOTIONS 18
ARTICLE 14 GRIEVANCE PROCEDURE 20
ARTICLE 15 MANAGEMENT RESPONSIBILITIES 23
ARTICLE 16 LABOR-MANAGEMENT AND SAFETY COMMITTEE 23
ARTICLE 17 WAIVER 24
ARTICLE 18 EFFECT OF LAW 24
ARTICLE 19 DISCIPLINE, DEMOTION, DISCHARGE 24
ARTICLE 20 COMPENSATORY TIME 25
ARTICLE 21 NON-DISCRIMINATION 25
ARTICLE 22 MISCELLANEOUS 26

ARTICLE 23 AMERICANS WITH DISABILITIES ACT AND FAMILY AND MEDICAL LEAVE ACT COMPLIANCE 26

ARTICLE 24 NEGOTIATION PAY 28

ARTICLE 25 DURATION 28

ARTICLE 1
COOPERATION

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

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

ARTICLE 2
RECOGNITION

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

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

provisions of this Article. Union dues shall be transmitted to the Union by the City within 10 days from the date the deduction was made.

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

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

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

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

ARTICLE 3
NO STRIKE - NO LOCKOUT

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

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

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

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

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

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

ARTICLE 4
UNION BUSINESS

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

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

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

Section 3 All Union business shall be conducted on the employee's own time, and not on the time paid for by the City. The only exception will be grievance meetings

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

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

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

ARTICLE 5
WAGES

Section 1 Wage Rates: The hourly wage rates applicable to positions covered by this Agreement shall be increased by 3.25% effective October 1, 2012.

Section 2 Steps: Each of the various pay ranges in the Appendix shall be divided into five steps, A through E. The time in grade for each step before the employee is eligible for a step increase is one year.

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

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

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

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

Section 3 Step increases will be given as provided by applicable City ordinance or personnel regulations. Each employee's performance will be rated by his/her supervisor prior to the anniversary date the employee is eligible, by time in classification, for consideration for a step increase. An employee must receive a rating of satisfactory or better to receive a step increase. These ratings will serve not only for step increases, but also for placing probationary employees into permanent status and for promoting or transferring employees into new classifications. Employees at the top step will have their performance rated by their supervisor annually.

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

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

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

Section 5 Flextime: (a) A flextime schedule is defined as a schedule mutually agreed to by the City and an employee under which the employee works a schedule different from the traditional eight hours a day, five days a week schedule. Examples include: (a) working ten hours a day Monday through Thursday, with no work on Friday; (b) working nine hours a day Monday through Thursday and four hours on Friday; or (c) working ten hours a day Monday through Wednesday and five hours a day on Thursday and Friday. These examples are for illustration only and are not intended to be the only flextime schedules possible under this agreement.

(b) If the City and an employee mutually agree upon a flextime schedule, the employee shall not receive overtime pay for hours of work in excess of eight in any one day or in excess of eight consecutive hours worked. Instead, the employee shall

receive the employee's regular rate of pay for all hours worked under the flextime schedule up to 40 hours in any week. The employee shall receive overtime pay at time and one-half the employee's regular rate for all hours worked in excess of 40 straight time hours in any week (except where double time applies).

Section 6 Work Week and Pay Period: The normal work week shall consist of eight hours per day, five days per week, Monday through Friday, except where other scheduling normally applies. The lunch period may be used as flex time with prior supervisor approval. Determination of starting and quitting times shall be made by the City and schedules may be changed by the City from time to time to suit varying conditions of the various departments.

The pay period is from 12:01 A.M. on Monday through 12:00 midnight the following Sunday. The City may switch from paying employees on a weekly basis to paying employees once every two weeks, provided that the City will give employees and the Union at least 8 weeks notice before putting such change into effect.

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

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

Section 8 Part-time, Seasonal and Temporary Employees:

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

Seasonal and temporary employees are employees who are hired without an expectation of long term employment, including (a) students employed for any length of time while still in school or through co-op programs, and (b) employees who work six months or less per calendar year (but in no case more than six consecutive months). Such employees are not covered by this Agreement.

Section 9 Uniforms: The City will either rent or purchase 11 uniforms and two jackets each for the engineering technicians and traffic signal technician. These employees must wear their uniforms at work and will not wear them at any other time except going to and coming from work. The City shall reimburse an employee classified

as an Engineering Technician or a Traffic Signal Technician for one pair of approved work boots each year, up to $120, upon receiving a receipt from the employee.

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

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

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

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

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

Section 14 Part-time employees will be paid the wage rate set forth in the Appendix at Step A for the applicable classification. Part time employees will remain at Step A for the life of the Agreement.

ARTICLE 6
HOLIDAYS

Section 1 The following are recognized as holidays under this Agreement: New Year's Day, Martin Luther King's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, the day before Christmas and Christmas Day.

Section 2 If a holiday falls on a Saturday, the preceding Friday will be observed as a holiday. If a holiday falls on a Sunday, the following Monday shall be observed as a holiday. For purposes of this Article, employees who work other than a normal schedule will have their first day off treated as Saturday and their second day off treated as Sunday.

Section 3 In order for a full-time employee to receive pay for the holiday, the employee must work the employee's scheduled shift immediately before and immediately after the holiday. Full-time employees on vacation, approved sick leave, or leave of absence with pay (including paid funeral leave), shall be considered as working their regular scheduled days for purposes of this Article. Part-time employees shall not receive pay for a holiday.

Section 4 Eligible employees who are not scheduled to work on a designated holiday shall be paid eight hours work at applicable straight time. Eligible employees who work on a designated holiday shall be paid their holiday pay, plus one and one-half their regular rate of pay for all hours actually worked.

Section 5 Personal Leave Days: Employees will be credited with five (5) personal leave days effective May 1st of each year. Employees with less than one year's service with the City on May 1st will receive a pro-rated amount of personal leave. Personal leave days may be taken only on a day mutually agreeable to the employee and the employee's supervisor. Personal leave may be taken from May 1 to April 30 of the following year, provided that seniority vacation requests made under Article 7, Section 3 shall have priority over and shall supersede previously scheduled personal leave days. Personal leave days not take by the following May 1st will be forfeited. The City's consent will not be unreasonably withheld. The City shall give the employee a copy of the employee's denial or approval of request forms for use of personal leave days within five (5) working days.

ARTICLE 7
VACATIONS

Section 1 Vacation and vacation pay shall be granted to all full time employees who have completed at least one full year of service on the following basis: 10 days after the first full year of service, 15 days after eight years of continuous service, 20 days after 15 years continuous service, and 25 days after 25 years of continuous service. In addition, any employee who has accumulated in excess of 60 sick leave days at the termination of his regular vacation may convert sick days to vacation days as described in Article 8, Section 4. No employee shall receive more than six (6) week's vacation credit in one year.

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

Section 2 Vacations must be scheduled in advance with the employee's supervisor. The vacation period for each employee will begin on the first anniversary date of employment. Vacation credits will be granted on a monthly basis and can be

used at any time before the employee's next anniversary date. Vacation credits cannot be carried over from one anniversary date to the next.

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

Any unused vacation not covered by a choice made in January may be scheduled by supervision, such schedules to be posted during the month of February. Requests to change that schedule or to add unscheduled vacation will be considered only if at least one weeks' notice is given and will be granted as scheduling permits, consistent with efficient operations. In cases of conflict, the first to apply shall have first choice. The supervisor may waive the requirement of one week's notice, but such waiver is solely at the supervisor's discretion and an employee whose request for a waiver is rejected has no recourse to the grievance procedure.

Section 4 In the case of retirement, resignation, disability, dismissal or death, vacation credit will be prorated according to the terms listed below:

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

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

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

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

Section 5 The City Manager may, in special and meritorious cases, permit an employee to accumulate and carry over two (2) weeks vacation leave to the following anniversary year. Vacation taken in any one continuous period shall not be in excess of four (4) weeks.

Section 6 An employee who is entitled to a vacation of two or more weeks may convert up to forty (40) hours per year to cash in place of time off if the employee notifies the City at least two weeks before the employee wishes the payment.

ARTICLE 8
SICK LEAVE

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

Section 2 Use of Sick Leave: Sick leave may be used for absence due to illness, injury, treatment of illness or injury, an employee's enforced quarantine due to exposure to a contagious disease and, where it reasonably necessitates the employee's absence, for illness or injury in employee's immediate family. Immediate family means spouse, parent (natural, step or in-law), children (natural or step), or other relative living in the employee's household. Sick leave will not be granted while an employee is on vacation unless proof of illness or injury is submitted. A reasonable amount of time for traveling to and from the site where an illness or injury is treated will be considered as sick leave. Attendance provisions are contained in Article 11.

Section 3 Approval of Sick Pay: The City reserves the right to require the employee to complete an absence slip and turn it into the immediate supervisor for approval before sick leave pay is granted. The City also reserves the right to require a medical examination by a physician designated by the City as a condition for granting sick leave pay, under the procedures described in Article 9, Section 4. Probationary employees must work a minimum of thirty calendar days before sick leave can be granted. The Union agrees to support the City in its efforts to control the misuse of sick leave.

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

Section 4 Conversion to Cash or Vacation: Employees may convert up to a maximum of 40 hours in excess of 480 hours accumulated sick leave to cash or vacation once during any calendar year. This conversion will be on the basis on one day of cash or vacation for one day of sick leave.

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

Section 5 Conversion Upon Termination or Permanent Layoff: Employees with eight years of service or more, except for those discharged for conviction of theft, theft related offense or felony, may convert up to the same number of hours accumulated and unused sick leave upon termination of employment or permanent layoff as indicated in Section 6 below. Sick leave will be converted on the basis of the following formula:

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

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

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

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

Section 6 Conversion Upon Retirement or Death:

(A) There shall be payable to an employee, upon retirement in accordance with the provisions of the Ohio Public Employees Retirement System or upon death of an active employee, to the employee's beneficiary designated in writing on the form provided by the City and delivered to the City (or if no valid designation has been made, the estate), in addition to any OPERS benefits, payment for all accumulated sick leave up to and including 1440 hours (720 hours for employees hired after November 13, 2003). This payment may be made weekly or in a lump sum at the option of the Director of Finance, with due regard to the financial status of the City.

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

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

(B) Conversion for New Employees

For employees hired after November 14, 2003, unused sick leave shall be cumulative up to and including 720 hours for retirement and death benefits, and shall be

cumulative up to and including 480 hours upon other termination of employment (except discharge for conviction of any theft, theft related offense or felony), on the same conversion formula applicable to employees hired before November 14, 2003. Upon retirement, the employee shall also be paid for accumulated sick leave, at the current hourly rate, for hours earned above 720 hours up to 1560 hours at the rate of 1 for 3, for a combined maximum total of 1000 hours.

For employees hired after November 1, 2011, unused sick time shall be cumulative up to and including 480 hours for retirement and death benefits, and shall be cumulative up to an including 480 hours upon other termination of employment (except for dismissal for conviction of any theft, theft related offense or felony offense), on the same conversion formula applicable to employees hired before November 1, 2011. Upon retirement, the employee shall also be paid for accumulated sick time, at the current hourly rate, for hours earned above 480 hours up to 720 at the rate of 1 for 3, for a combined total of up to 560 hours.

Section 7 Sick Leave Donation:

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

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

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

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

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

ARTICLE 9
INJURY PAY

Section 1 If an employee suffers a compensable injury during the course of employment with the City while performing an assigned task, the City will pay the employee's normal weekly wage for up to 26 weeks following the date of injury. Such payments shall take the place of the employee's receipt of temporary total disability payments for the period of time during which injury pay is provided. If a Worker's Compensation check for temporary total disability is issued, the employee must endorse his Workers' Compensation check over to the City in order to receive injury pay for the period of time covered by the Worker's Compensation check. Any payment by the City shall not act as or be construed as an admission of liability or waiver to any defenses it may have should litigation be pursued.

Section 2 An employee who suffers a compensable injury during the course of employment with the City while performing an assigned task, will be paid his/her wages while receiving medical treatment, but the total payment for time worked and medical treatment shall not exceed eight hours.

Section 3 The City may require an employee to perform duties within the limitations of such injury during the period of the compensable injury. The City and the Union agree to support a transitional work program to help injured workers return to their regular job duties by temporarily providing more limited job duties consistent with the medical restrictions resulting from the allowed conditions in an employee's workers' compensation claim. In order to provide an employee with suitable transitional work, the City may assign the employee to work in a different job classification or department, or to a temporary transitional work job created specifically to accommodate an injured worker's medical restrictions. During the time the City provides transitional work, the City will continue to pay the employee the pay rate applicable to the employee's regular job classification.

Section 4 In determining an employee's mental or physical ability to perform work under this Article or under any provision of this Agreement, the City may rely upon medical evidence presented by the employee, or may require the employee to submit to an examination by a physician selected and paid for by the City. If an employee does not agree with the results of the City's examination, he/she may appeal to a third physician agreed upon by the City's physician and the employee's physician. The results of the third physician shall be binding on the City and the employee, and the examination shall be paid half by the City and half by the employee.

ARTICLE 10
LEAVE OF ABSENCE

Section 1 Temporary leave of absence, with or without pay, for training purposes or for any other objective related to the employee's work may be granted and renewed by the City Manager for such periods as the City Manager may consider justifiable within the limitations of the budget.

Section 2 Personal leave of absence without pay may be granted by the City Manager for periods of time not to exceed one year for any other reason that the City Manager may consider to be to the benefit of the City, including, but not limited to, leaves of absence for military duties, and for illness or disability not caused by the actual performance of official duties where the employee has exhausted accumulated sick leave benefits. Any such leave so granted may be extended or renewed for additional periods of time not to exceed one year for each extension. The City may require a medical examination by a physician designated by the City, under the procedure described in Article 9, Section 4 as a condition for reinstatement.

Section 3 An employee on a leave of absence without pay shall not earn sick leave or vacation during the period of the leave of absence. An employee on a leave of

absence without pay shall not receive pay for a holiday that falls during the period of the leave of absence.

Section 4 Funeral Leave: An employee shall be paid for eight hours for each day lost at the regular rate due to absence caused by death in an employee's immediate family. Three (3) days shall be allowed under this Section for immediate family members. Immediate family means: spouse, parent (natural, step or in-law), child (natural, step, adopted or foster), grandparent, grandchild, brother or sister (natural, step, or in-law). Other relatives living in the same household as the employee shall be considered as immediate family. One day will be granted for attendance at a funeral of the following relatives: aunt, uncle, niece, and nephew.

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

Section 5 Jury Pay: An employee required to serve on a jury during his/her working hours before a court empowered by law to require such service, shall be excused from duty for the time required for such service and must report for duty whenever released from jury service. The employee shall be paid the difference between jury pay and the regular hourly rate of pay. Employees must present proof of the amount of jury pay received before pay for the hours absent is granted.

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

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

Section 8 Pregnancy Leave: Pregnancy leave shall be governed by the applicable leave provisions of this Agreement. An illness due to pregnancy will be treated as any other illness.

ARTICLE 11
ATTENDANCE

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

Section 2 Notice of Absence: To notify properly of an absence, an employee shall notify the City as far in advance as possible, but no later than the start of his/her shift. The only exception to this is where an employee is unable to give such notification, in which case, the employee shall notify the City as soon as possible. If an

employee is unable to reach any other working number in advance of his/her starting time, he/she shall call the number designated by each department and leave specific details of the expected absence.

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

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

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

3rd day..... 1st written warning
4th day..... 2nd written warning
5th day..... final warning
6th day..... discharge (at the City's discretion)

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

(b) Excused Absences: Absences covered by the Family and Medical Leave Act shall be excused. Necessary absence for medical or dental appointments scheduled in advance do not count towards discipline if the employee has given the City full advance notice and has cooperated fully in arranging the date and time of the appointment to be as little in conflict as possible. Necessary absence for medical and dental appointments in the event of an illness do not count towards discipline. Necessary absence for illness or injury of an employee or the employee's immediate family will be excused providing the employee properly notifies the City of the absence, presents satisfactory medical evidence showing the employee was unable to work (in the case of an absence of three or more days or when required by the City) or that an immediate family member was treated and the employee was needed to care for the family member. Paid funeral leave, paid jury duty, paid holidays, paid vacations, paid personal leave days, military leave, and absence covered by formal leave of absence do not count toward discipline. Absence due to compensable injury or to a disability accompanied by hospital admission will not be counted toward discipline. An unscheduled absence due to illness when an employee properly notifies of the absence will be treated as an excused absence and will not be counted toward discipline.

Satisfactory medical evidence is required whenever sick leave is requested for three days or more. The City may require satisfactory medical evidence when sick leave is requested for less than three days if the employee has been absent on sick leave without satisfactory medical evidence on 40 hours within a calendar year. The employee will be put on written notice following the 40th hour that each subsequent absence during that year will require satisfactory medical evidence as a condition of

receiving sick pay. Sick leave is to be used only for illness or injury; dishonesty in connection with sick leave is just cause for disciplinary action.

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

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

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

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

Third occurrence.....written warning
Fourth occurrence.....second written warning
Fifth occurrence.....final warning
Sixth occurrence.....discharge

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

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

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

ARTICLE 12
INSURANCE

Section 1. Health Insurance.

(a) Benefits Offered. The City will offer health insurance benefits throughout the term of this Agreement including dependent coverage ages 19 to 25 if a full-time student or disabled. Effective January 1, 2007, 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 2012 and 2013 plan years, the City will fund 75% of the HSA and HRA accounts ($1,500 for individual coverage and $3,000 for family coverage) and employee's contribution of the premium shall be 15%. Employee HSA's will be funded 1/12th of the annual total each month. Employee HRA's will be funded entirely in January. Employees hired during a plan year shall have the City's contribution to their HSA prorated based upon the number of full months employed by Piqua during that initial plan year. Health insurance shall run on the plan year or calendar year rather than the contract year.

The City shall administer a "Health Care Incentive Plan" which will allow employees who participate in defined wellness activities to earn additional monies up to $400.00 for family coverage and $200 for single coverage to be deposited by the City into the employees' HSA or HRA accounts.

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 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) 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 (2012, 2013) of $2,000 for those eligible for family coverage and $1,000 for individual coverage.

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

ARTICLE 13
SENIORITY, LAYOFF, CALLBACKS, AND PROMOTIONS

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

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

Section 3 Seniority shall be forfeited for the following reasons:

a. failure to report to work within 20 calendar days after receipt of or attempted delivery of notification of recall sent to the last address supplied by the employee to the City;

b. absence due to leave or layoff for 12 consecutive months;

c. voluntary quit;

d. discharge for just cause;

e. failure to report at the end of a leave of absence or vacation without justifiable reason; or

f. failure to report to work for three consecutive work days without calling in,

unless the employee can prove that circumstances prevented him/her from calling in.

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

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

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

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

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

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

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

ARTICLE 14
GRIEVANCE PROCEDURE

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

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

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

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

Retain one and deliver to:

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

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

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

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

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

Step 4: Mediation: The parties may mutually agree to use the mediation procedure through the Federal Mediation and Conciliation Service (FMCS) to resolve any differences before proceeding to arbitration. Mediation shall be non-binding upon

the parties unless the parties mutually agree otherwise. If the grievance is not resolved through mediation, the Union may refer the grievance to the arbitration procedure. If not referred to the arbitration procedure within 10 calendar days after receipt of the mediator's recommendation rendered in this step, the grievance shall be considered settled. Use of the mediation step shall not impair the parties' right to arbitrate a grievance.

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

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

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

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

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

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

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

ARTICLE 15
MANAGEMENT RESPONSIBILITIES

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

Section 2 The City retains all management rights, including those enumerated above, except to the extent this Agreement specifically and expressly provides to the contrary. These rights may be exercised without prior consultation with the Union. Should the City fail to exercise any of its rights, or exercise them in a particular way, it shall not be deemed to have waived its rights or to be precluded from exercising them in some other way.

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

ARTICLE 16
LABOR-MANAGEMENT AND SAFETY COMMITTEE

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

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

ARTICLE 17
WAIVER

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

The only exceptions are:

a. Bargaining for a new contract to succeed this one under Article 25;

b. Negotiations under Article 18, Effect of Law; and

c. Negotiations under Article 5, Section 7, New or Changed Jobs

ARTICLE 18
EFFECT OF LAW

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

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

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

ARTICLE 19
DISCIPLINE, DEMOTION, DISCHARGE

Section 1 Discipline and Discharge: The City shall impose no discipline or discharge on an employee without just cause. A discharge grievance shall be started at Step 3, and a suspension grievance at Step 2, but with the same time limits and written

requirements as for Step 1. All other disciplinary grievances will start at Step 1 in the normal way.

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

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

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

ARTICLE 20
COMPENSATORY TIME

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

ARTICLE 21
NON-DISCRIMINATION

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

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

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

Section 3 Notwithstanding any other provision of this Agreement, the City may reassign a disabled employee or restructure a disabled employee's job in order to reasonably accommodate the disabled employee. The City shall confer with the Union in advance of such reassignment or restructuring in an attempt to agree upon a reasonable accommodation. If no agreement is reached, the Union may grieve the reassignment or restructuring. If such grievance proceeds to arbitration, the issue for the arbitrator shall be whether the reassignment or restructuring is a reasonable accommodation under the Americans with Disabilities Act or Ohio Revised Code 4112.

ARTICLE 22
MISCELLANEOUS

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

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

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

Section 2 Honesty: Any dishonesty in connection with obtaining benefits of any sort under the Americans with Disabilities Act or the Family and Medical Leave Act, including reasons for leave, statements of disability, statements of fitness for duty, or anything else, will result in discharge.

Section 3. Eligibility and Duration: Under the Family and Medical Leave Act, an employee who has been employed by the City of Piqua for at least one year and has worked at least 1,250 hours in the previous twelve months, may take up to twelve weeks of FMLA leave during a rolling twelve-month period, for any of the following reasons: the birth and care of a son or daughter; the placement with the employee of a son or daughter for adoption or foster care; when needed to care for the employee's spouse, child, or parent with a serious health condition; or because of the employee's serious health condition that makes the employee unable to perform the functions of his

or her job. A "rolling twelve-month period" means the 365 (or 366 where applicable) days immediately preceding any day the employee takes leave.

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintergration briefings.

A special leave entitlement permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Section 4 Notice and Application: An employee must provide at least thirty days advance notice before the family or medical leave is to begin if the need for leave is foreseeable, such as for expected birth or planned medical treatment. If thirty days notice is not practicable, then the employee must provide notice on the day of or day after having knowledge. An employee shall complete a leave of absence application form, available from his or her supervisor, when beginning leave, or as soon after that as is practicable. The employee must list on this form the reasons for the requested leave, the expected start of the leave, and the expected length of the leave. If the employee is requesting intermittent leave or a reduced leave schedule, the employee shall state the reasons why the intermittent leave or a reduced leave schedule is medically necessary and the schedule of treatment. (Intermittent leave and reduced leave schedule are not available for birth or adoption leaves).

Section 5 Medical Certification: An employee requesting leave to care for the employee's spouse, child or parent, or due to the employee's own serious health condition, must submit a medical certification completed by the health care provider of the employee or the employee's ill family member, demonstrating the need for the leave. The City of Piqua will provide a form for this. If the employee's leave (whether full time, intermittent, or on a reduced schedule) is for more than thirty days, then he or she shall submit a new medical certification after thirty days, and after each thirty days after that. When the duration of the condition listed in the original certification exceeds 30 days, a new medical certification shall be required if the employee's leave is beyond the specified duration or every six months, whichever occurs first. A second opinion may be required; a third opinion may also be required if needed to resolve a dispute between the first and second opinions.

Section 6 Pay and Benefits: All family and medical leaves are without pay, except employees will be required to use all paid leave, paid personal days and

vacation for absences covered by the Family and Medical Leave Act prior to being granted leave without pay. The unpaid portion of family and medical leaves are without benefits, except that group health and hospitalization insurance will be continued during the family and medical leave (up to twelve weeks in a twelve month period) with the same terms, conditions and employee contributions applicable to employees who are actively at work.

Section 7 Return From Family or Medical Leave: Employees must tell their supervisor of the date they will be able to return to work, in writing, no later than one week in advance. An employee on medical leave due to the employee's own serious health condition must, as a condition to returning to work, submit a medical certificate releasing the employee to return to his or her job.

Section 8 Restrictions: All leave which may be available or taken under the Family and Medical Leave Act is subject to the restrictions, limitations and conditions provided in that law and any valid regulations promulgated under it.

ARTICLE 24
NEGOTIATION PAY

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

ARTICLE 25
DURATION

This Agreement will be in effect from October 1, 2012, through 11:59 P.M. December 31, 2013, and will then terminate. Upon the request of either party, negotiations for a new Agreement will begin 90 days before that date and the parties will try to conclude negotiations by 45 days before that date.

CITY OF PIQUA

Stacy M. Wall

Claire G. Barton

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

Kurt J. Huemmer

Cynthia A Holtzapple

8.17.12

Date Signed

Date Signed

WAGE APPENDIX

EFFECTIVE OCTOBER 1, 2012

CLASS CODE	CLASSIFICATION TITLE	PAY RANGE	STEP A	STEP B	STEP C	STEP D	STEP E
105	CLERK TYPIST	21	13.63	14.18	14.83	15.40	16.08
107	SECRETARY I	26	16.11	16.90	17.73	18.52	19.40
126	CLERK CASHIER	21	13.63	14.18	14.83	15.40	16.08
130	ACCOUNT CLERK I*	25	15.63	16.28	17.08	17.91	18.68
131	ACCOUNT CLERK II*	26	16.56	17.24	18.06	18.88	19.79
132	ACCOUNT CLERK III*	27	18.14	19.23	19.78	20.37	21.02
135	ACCOUNTANT III	32	20.37	21.74	22.39	23.12	23.96
201	ENGINEERING TECH. I	24	13.91	14.52	15.19	15.77	16.44
202	ENGINEERING TECH. II	31	19.79	21.03	21.74	22.39	23.12
205	ENGINEERING TECH. III	32	20.37	21.74	22.39	23.12	23.96
301	COMPUTER PROG./OPR.	31	19.79	21.03	21.74	22.39	23.12
305	PROGRAMMER/ANALYST	34	21.03	22.41	23.07	23.79	24.59
325	TRAFFIC SIGNAL TECH.	31	19.79	21.03	21.74	22.39	23.12

*ACCOUNT CLERKS I, II AND III WHO ACHIEVE A TWO-YEAR DEGREE WILL RECEIVE AN EDUCATION STIPEND OF 10% OF THEIR BASE SALARY. THIS STIPEND WILL ONLY APPLY TO THOSE EMPLOYEES WHO ARE CURRENTLY PURSUING THEIR DEGREE. IT WILL NOT BE AFFORDED TO EMPLOYEES HIRED AFTER NOVEMBER 14, 2003.

FINANCE DEPARTMENT

CASH HANDLING POLICY

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

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

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

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

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

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

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

Cash Balancing

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

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

Balancing During Absence

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

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

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

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

Cash Imbalances

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

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

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

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

Outside Agency Errors

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

Failure in Proficiency/Variance

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

First occurrence ..... Verbal warning
Second occurrence ..... Written warning
Third occurrence ..... Final warning
Fourth occurrence ..... Discharge

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

HEALTH CARE INCENTIVE PLAN REIMBURSEMENT FORM

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

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

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

Eligible Activity	**Amount Reimbursed**	**Special Conditions**	**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 myuhc.com	$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**
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**
Annual Basic Physical	$50	Eligible for reimbursement once each calendar year.	
Cessation Program	$100	Employee must complete a program as approved by the HR department and successfully have stopped smoking for a consecutive 6 month period. Employee will be subject to random testing to verify continued success. Eligible for reimbursement only one time during employee's tenure.	

Name _____
(Please Print)

Signature _____ Date _____

Forms may be submitted when each activity has been completed; however, deposit to the health savings or health reimbursement account will only be made once per month.