

A G E N D A
PIQUA CITY COMMISSION
MONDAY SEPTEMBER 21, 2009
7:30 P.M.
201 WEST WATER STREET
PIQUA, OHIO 45356

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

OATH OF OFFICE – PIQUA POLICE DEPARTMENT

- **DEPUTY POLICE CHIEF MARTIN S. GROVE**
- **DEPUTY POLICE CHIEF THOMAS M. STEINER**

EXECUTIVE SESSION:

Move into Executive Session for and review negotiations on compensation or other terms and conditions of employment for City personnel.

ADJOURN

RESIDENCE PRIDE AWARDS

<i>Carl & Ruth White</i>	<i>303 Short Drive</i>
<i>Bob & Nancy Brading</i>	<i>1105 Drexel Avenue</i>
<i>Erik & Debbie Sprungman</i>	<i>711 N. Wayne Street</i>
<i>Carl Cantrell</i>	<i>211 South Street</i>
<i>Rick & Janice Robinson</i>	<i>511 Walker Street</i>

PIQUA HEALTH BOARD

1. **APPROVAL OF MINUTES** Approval of the minutes from the Tuesday, September 2, 2008 Piqua Health Board

2. **RES. NO. H-298** A Resolution modifying the amounts charged for certified copies of Birth and Death certificates

ADJOURN

REGULAR CITY COMMISSION MEETING

1. **APPROVAL OF MINUTES** Approval of the minutes from the September 8, 2009 Regular City Commission Meeting

2. **ORD. NO. 14-09** An Ordinance amending Chapter 131 Offenses
 3rd Reading Against Property

3. **ORD. NO. 16-09** An Ordinance levying a five-dollar municipal tax on
 1st Reading motor vehicle licenses pursuant to Section 4504.06

4. **ORD. NO. 17-09** An Ordinance levying a five-dollar municipal tax on
 1st Reading motor vehicle licenses pursuant to Section 4504.17

5. **RES. NO. R-88-09** A Resolution of Intent to vacate Public Right-Of-Way

6. **RES. NO. R-89-09** A Resolution authorizing the City Manager so sell,
 assign and transfer securities of the Elder-Beerman
 Stores Corporation obtained through bankruptcy

7. **RES. NO. R-90-09** A Resolution of authorization for an Ohio Public Works
 Commission (OPWC) grant application for the E. Ash
 Street Reconstruction project

8. **RES. NO. R-91-09** A Resolution approving the fiscal year 2009 Community
 Development Block Grant Tier One Downtown
 Revitalization program application

9. **RES. NO. R-92-09** A Resolution supporting the fiscal year 2010 United
 States Environmental Protection Agency Brownfield
 Assessment program application

10. **RES. NO. R-93-09** A Resolution authorizing the City Manager to enter
 into a collective bargaining agreement with the
 American Federation of State, County and Municipal
 Workers, Inc. (AFSCME), Ohio Council 8, Local 984

ADJOURN

**MINUTES
PIQUA CITY COMMISSION
TUESDAY, SEPTEMBER 2, 2008
7:30 P.M.**

Piqua City Commission met at 7:30 P.M. in the Municipal Government Complex Commission Chambers located at 201 W. Water Street. Mayor Hudson called the meeting to order. Also present were Commissioners Vogt, Fess, and Terry. Absent: Martin.

Moved by Commissioner Terry, seconded by Commissioner Fess, to excuse Commissioner Martin from the September 2, 2008 Piqua City Health Board and City Commission Meeting. Voice vote, Aye: Hudson, Fess, Vogt, and Terry. Nay: None. Motion carried unanimously.

PIQUA HEALTH BOARD

APPROVAL OF MINUTES

Moved by Commissioner Fess, seconded by Commissioner Terry, that the minutes of the February 4, 2008 Piqua Health Board be adopted. Voice vote, Aye: Hudson, Vogt, Terry, and Fess. Nay: None. Motion carried unanimously.

Res. No. H-297

A Resolution authorizing an agreement between the Ohio Department of Health and the Piqua City Health Department for smoking enforcement activities

There were questions concerning how the smoking enforcement would be enforced, and who would be responsible for enforcing it. Health & Sanitation Director Amy Welker explained the criteria for enforcing the smoking activities, and stated Chris Boeke and Shane Snapp of the Health Department would be in charge of the enforcement of the activities. Mrs. Welker explained citizens should call the Health Department or the State Health Department Hot line to report offenders.

Moved by Commissioner Vogt, seconded by Commissioner Terry, to adjourn from the Piqua Health Board at 7:30 P.M. Voice vote, Aye: Terry, Hudson, Fess, and Vogt. Nay: None. Motion carried unanimously.

THOMAS D. HUDSON, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

RESOLUTION NO. H-298

**A RESOLUTION MODIFYING THE AMOUNTS
CHARGED FOR CERTIFIED COPIES OF BIRTH
AND DEATH CERTIFICATES**

WHEREAS, the State of Ohio has mandated through passage of Ohio Revised Code 3705.24 an increase of \$5.00 in vital statistics fees for all birth and death certificates issued; and

WHEREAS, the Piqua City Health Department currently charges seventeen dollars per vital statistic record requested:

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

SEC. 1: The Piqua City Health District shall charge a fee of twenty-two dollars (\$22.00) for each certified copy of a birth record;

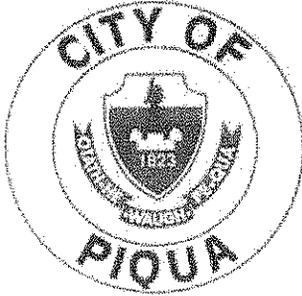
SEC. 2: The Piqua City Health District shall charge a fee of twenty-two dollars (\$22.00) for each certified copy of a death record;

SEC 3: This Resolution shall take effect and be in force on October 16, 2009.

THOMAS D. HUDSON, PRESIDENT

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK TO HEALTH BOARD



HEALTH & SANITATION DEPARTMENT

Amy Welker – Director of Health & Sanitation
201 West Water Street * Piqua, Ohio 45356
(937) 778-2060 - FAX (937) 778-0050
E-Mail: awelker@piquaoh.org

MEMORANDUM

To: Fred Enderle, Health Commissioner

From: Amy Welker, Director of Health

Date: September 4, 2009

Re: **LEGISLATION TO COMPLY WITH OHIO REVISED CODE REGARDING VITAL STATISTICS FEES – BOARD OF HEALTH AUTHORIZATION REQUESTED.**

Ohio Revised Code Section 3705 was recently passed by the State which changes the fee structure for vital records. The change increases the amount of money that the Health Department will be required to collect and submit to the State. We currently charge seventeen dollars per birth and death certificate issued. The new code section requires a \$5.00 increase to our fees. The fee distribution will be as follows:

\$8.50	Local portion of the fee to be retained in Piqua to cover costs
\$9.00	Ohio Department of Health portion
\$1.50	Ohio Family Violence Prevention Fund, Ohio Department of Public Safety portion
\$3.00	Ohio Children's Trust Fund, Ohio Department of Job and Family Services portion.
<hr/>	
\$22.00	Total cost of vital record

As you can see the majority of the fees collected must be sent to outside agencies. These fees must be collected and submitted based on the number of certificates that we issue; we have no choice in the matter. The reason for the increase is to support the operations, the modernization, and the automation of the vital records program according to the State.

The last time the vital statistics fees were increased was in 2005, again due to a State mandated fee adjustment.

The Piqua Board of Health will need to act on this legislation. The new fee structure goes into effect October 16, 2009 per the ORC.

**MINUTES
PIQUA CITY COMMISSION
SEPTEMBER 8, 2009
7:30 P.M.**

Piqua City Commission met at 7:30 P.M. in the Municipal Government Complex Commission Chambers located at 201 W. Water Street. Mayor Hudson called the meeting to order. Also present were Commissioners Martin, Fess, Vogt, and Terry. Absent: None.

Moved by Commissioner Terry, seconded by Commissioner Martin, to accept amended Resolution No. R-87-09 before going into Executive Session. Voice vote, Aye: Hudson, Martin, Vogt, Terry, and Fess. Nay: None. Motion carried unanimously.

RES. NO. R-78-09

Resolution of Appreciation for the Public Service of Ed Siders as a City Employee.

Mayor Hudson read the resolution and presented it to Mr. Siders. Mr. Siders stated it was a great honor to be of service to the citizens of Piqua, and thanked the Commission for the Resolution of Appreciation.

Moved by Commissioner Vogt, seconded by Commissioner Martin, that Resolution No. R-78-09 be adopted. Voice vote, Aye: Martin, Fess, Hudson, Terry, and Vogt. Nay: None. Mayor Hudson then declared Resolution No. R-78-09 adopted.

ADJOURN INTO EXECUTIVE SESSION

EXECUTIVE SESSION:

Moved by Commissioner Vogt, seconded by Commissioner Terry, to adjourn into Executive Session to consider the purchase or sale of property for public purposes. Roll call, Aye: Hudson, Martin, Vogt, Terry, and Fess. Nay: None. Motion carried unanimously. Commissioners adjourned into Executive Session at 7:35 P.M.

Moved by Commissioner Fess, seconded by Commissioner Martin, to adjourn from Executive Session and convene as the Piqua City Commission at 8:05 P.M. Voice vote, Aye, Hudson, Vogt, Terry, Martin, and Fess. Nay: None. Motion carried unanimously.

REGULAR CITY COMMISSION MEETING

APPROVAL OF MINUTES

Moved by Commissioner Terry, seconded by Commissioner Vogt, that the minutes of the Regular City Commission Meeting of August 17, 2009 and the City Commission Work Session of August 31, 2009 be approved. Voice vote, Aye: Hudson, Terry, Vogt, Martin, and Fess. Nay: None. Motion carried unanimously.

ORD. NO. 14-09 ((2nd Reading))

An Ordinance amending Chapter 131 Offenses Against Property

Public Comment

No one came forward to speak for or against Ordinance No. 14-09

Moved by Commissioner Vogt, seconded by Commissioner Terry, that Ordinance No. 14-09 be given a second reading.

ORD. NO. 15-09

An Ordinance to levy special assessments to pay for the cost of nuisance abatement assessments

Public Comment

No one came forward to speak for or against Ordinance No. 15-09.

Moved by Commissioner Vogt, seconded by Commissioner Martin, that the rule requiring Ordinance No. 15-09 be read on three separate days be suspended. Voice vote, Aye: Hudson, Martin, Fess, Terry, and Vogt. Nay, None. Motion carried unanimously.

Moved by Commissioner Vogt, seconded by Commissioner Terry, that Ordinance No. 15-09 be adopted. Voice vote, Aye: Fess, Terry, Martin, Vogt, and Hudson. Nay: None. Motion carried unanimously. Mayor Hudson then declared Ordinance No. 15-09 adopted.

RES. NO. R-79-09

A Resolution approving the Fiscal-Year 2009 Community Development Block Grant Downtown Revitalization program application

There was discussion on the number of applications received, the length of the program, amount of grant money available, and the type of properties that the funds could be used for. Community Development Director Bill Lutz explained the program, and stated they do not have a final list yet, but are still collecting information.

Public Comment

No one came forward to speak for or against Resolution No. R-79-09.

Moved by Commissioner Fess, seconded by Commissioner Vogt, that Resolution No. R-79-09 be adopted. Voice vote, Aye: Hudson, Fess, Martin, Terry, and Vogt. Nay: None. Motion carried unanimously. Mayor Hudson then declared Resolution No. R-79-09 adopted.

RES. No. R-80-09

A Resolution authorizing the Executive Director of the Miami County Park District to file an application to the State of Ohio to participate in the Clean Ohio Assistance Fund for property within the City of Piqua

There was discussion on the amount of money that the City of Piqua would receive from the clean Ohio Assistance Fund, and the plan is to use the money to help defray some of the cost of the demolition of the Power Plant in the future.

Power System Director Ed Krieger stated the cost to take down the power plant will be in excess of five million dollars and that will depend on the environmental study when it comes in. Mr. Krieger further stated the power plant has been shut down for over five years, and as it stands is a liability for the City.

City Manager Enderle stated an assessment was conducted, and the power plant is not feasible to be utilized for anything else, thus the need to take it down.

Public Comment

No one came forward to speak for or against Resolution No. R-80-09.

Moved by Commissioner Martin, seconded by Commissioner Vogt, that Resolution No. R-80-09 be adopted. Voice vote, Aye: Vogt, Martin, Fess, and Terry. Nay: None. Motion carried unanimously. Mayor Hudson declared Resolution No. R-80-09 adopted.

RES. NO. 81-09

A Resolution authorizing the City Manager to execute agreements for the City-Wide Vehicle Fleet Maintenance program

City Manager Enderle explained currently each department is responsible for their own vehicle maintenance, and stated quantity discounts was something we thought would save the city some money. RFP notification letters were sent out to forty-six possible vendors for the services required by the city for vehicle maintenance. Seventeen companies responded to the request for proposals. This resolution will authorize the issuance of eight contracts to various local companies for vehicle maintenance and repairs to city vehicles.

There was discussion on the type of repairs and maintenance that is to be preformed by the vendors, and questions were asked concerning specialized major problems and repairs on the heavy trucks, and how they are going to be handled. The idea was mentioned the City have their own maintenance department in house to take care of the vehicles. City Manager Enderle explained how the maintenance and repairs would be done, and further stated it would be very costly to have an in house maintenance department due to cost of purchasing equipment and mechanics.

City Manager Enderle stated Purchasing Director Beverly Yount did a great job on assembling the Vehicle Maintenance Committee, sending out the RFP's, and putting the together the proposals for this Resolution.

Public Comment

No one came forward to speak for or against Resolution No. R-81-09.

Moved by Commissioner Terry, seconded by Commissioner Vogt, that Resolution No. R-81-09 be adopted. Roll call, Aye: Hudson, Fess, Vogt, Martin, and Terry. Nay: None. Motion carried unanimously. Mayor Hudson then declared Resolution No. R-81-09 adopted.

RES. NO. R- 82-09

A Resolution approving the tax rates for the City as determined by the Miami County Budget Commission

City Manager Enderle stated this sets the tax rate to be collected in 2010, and this is the same as last year.

Public Comment

No one came forward to speak for or against Resolution No. R-82-09

Moved by Commissioner Fess, seconded by Commissioner Terry, to adopt Resolution No. R-82-09. Voice vote, Aye: Fess, Martin, Terry, Vogt, and Hudson. Nay: None. Motion carried unanimously. Mayor Hudson declared Resolution No. R-82-09 adopted.

RES. NO. R-83-09

A Resolution authorizing the City Manager to execute a Memorandum of Understanding with Local Union 252, International Association of Firefighters, AFL-CIO-CLC (Firefighters)

City Manager Enderle stated the Fire Unions came to the City and volunteered to take a wage freeze this last year of their contract in exchange for exempting firefighters from layoffs in the 2010 budget year. All other provisions of their contract would remain the same. Mr. Enderle further stated he greatly appreciates the Fire Unions stepping up and showing some leadership and understanding and offering to do this at this time.

Public Comment

No one came forward to speak for or against Resolution No. R-83-09.

Moved by Commissioner Vogt, seconded by Commissioner Martin, that Resolution No. R-83-09 be adopted. Voice vote, Aye: Hudson, Martin, Vogt, Terry, and Fess. Nay: None. Motion carried unanimously. Mayor Hudson then declared Resolution No. R-83-09 adopted.

RES. NO. 84-09

A Resolution authorizing the City Manager to execute a Memorandum of Understanding with Local Union 252, International Association of Firefighters, AFL-CIO-CLC (Fire Officers)

Public Comment

No one came forward to speak for or against Resolution No. R-84-09.

Moved by Commissioner Martin, seconded by Commissioner Vogt, that Resolution No. R-84-09 be adopted. Voice vote, Aye: Martin, Fess, Vogt, Terry, and Hudson. Nay: None. Motion carried unanimously. Mayor Hudson then declared Resolution No. R-84-09 adopted.

RES. NO. R-85-09

A Resolution awarding a contract to Barrett Paving Material, Inc. for the 2009 Street Resurfacing Program

City Manager Enderle stated 2.12 miles of streets are scheduled to be resurfaced at a cost of \$363,600 that includes four alternate bids.

There were questions regarding the money available for the resurfacing in the budget, and the time frame on completing the project.

Finance Director Cynthia Holtzapple explained there was \$200,000 in the original budget, and we appropriated an additional \$150,000 and \$100,000.

City Engineer Amy Havenar explained they plan to have the contractor start next month, and should be completed by the end of October.

Public Comment

No one came forward to speak for or against Resolution No. R-85-09.

Moved by Commissioner Terry, seconded by Commissioner Vogt, that Resolution No. R-85-09 be adopted. Roll call, Aye: Hudson, Fess, Vogt, Martin, and Terry. Nay: None. Motion carried unanimously. Mayor Hudson then declared Resolution No. R-85-09 adopted.

RES. NO. R-86-09

A Resolution approving the purchase of 420-422 Garnsey Street

Law Director Stacy Wall gave a brief explanation on the reason for the purchase of this property. There have been numerous problems that have occurred with this property including a large number of Police contacts, and nuisance violations. Currently the property is under a condemnation order for the standards, and is currently vacant at this time. There are various serious conditions in question including a fire hazard in the basement, structural damage inside the home, and debris and trash issues that are constant problem. The Police and Health Departments completed a six-year review of issues with the property recently. This home is situated on a lot that is not viable for renovation or rebuilding due to the size and the zoning regulations, said Ms. Wall.

There are Community Development Block Grant funds available, there are funds available from the Neighborhood Stabilization Program, and funds have been set-aside in the Neighborhood Improvement Team budget to purchase or demolish property, said City Manager Enderle.

Police Chief Bruce Jamison gave a brief overview of the number and type of calls that were received over the past six-years at the property in question.

There was discussion on the reason the city plans to purchase and demolish the property, if the property could be rehabilitated, and the possibility of one of the neighbors interested in acquiring the empty lot. It was stated that no City funds would be used to acquire this property. By utilizing the Neighborhood Improvement Team the city hopes to prevent a situation like this in the future, said City Manager Enderle.

Public Comment

No one came forward to speak for or against Resolution No. R-86-09.

Moved by Commissioner Terry, seconded by Commissioner Fess, that Resolution No. R-86-09 be adopted. Voice vote, Aye: Martin, Vogt, Terry, Hudson, and Fess. Nay: None. Motion carried unanimously. Mayor Hudson then declared Resolution No. R-86-09 adopted.

RES. NO. R-87-09

A Resolution requesting authorization to issue a purchase order to Burch Hydro, Inc. for biosolids removal and land application at the Wastewater Plant for the next three years

There was discussion on the reason for not bidding out the contract at this time, and why they were going to stay with Burch Hydro, Inc. Wastewater Superintendent Dave Davis gave a brief explanation for not going out for bids, and the reason for extending the three-year contract with Burch Hydro, Inc.

Commissioner Martin voiced his concern why the city did not go out for bids when we sent this to Burch Hydro Inc. for their quote on the next three years. Commissioner Martin stated he would like to see the original contract with Burch Hydro Inc. and would like to table the resolution until he is able to see it.

Moved by Commissioner Martin, seconded by Commissioner Vogt, to table Resolution No. R-87-09 at this time. Roll call, Aye: Vogt, Martin. Nay: Fess, Terry, and Hudson. Roll call vote resulted in a 3-2 vote against the motion to table Resolution No. R-87-09. Motion denied.

Commissioner Vogt also voiced his opinion on the bidding process, and the possibility of getting lower bids if it could have went out for bids. Utilities Director Dave Burtner, gave a brief explanation for not rebidding at this time, stating the quality of work they have maintained, the fact the City has not had any complaints or issues with the EPA since using Burch Hydro, Inc. are all part of the reasons they would like to continue to work with them.

There was discussion on the number of companies that would bid on this process, and the reason for such an increase in price from the last three years.

Public Comment

No one came forward to speak for or against Resolution R-87-09.

Moved by Commissioner Terry, seconded by Commissioner Fess, that Resolution No. R-87-09 be adopted. Roll call, Aye: Fess, Terry, and Hudson. Nay: Vogt and Martin. Motion carried on a 3-2 vote to adopt Resolution No. R-87-09.

OTHER

Proclamation-National Preparedness Month

Mayor Hudson read the Proclamation.

Monthly Reports

Monthly Reports were accepted.

Public Comment

Mike Perando, Third Street, gave a brief update on the Neighborhood Blood Drive that took place recently, and thanked all who participated. The North Parks Neighborhood won the Neighborhood challenge this year.

Mr. Perando announced the next Shawnee Neighborhood meeting is scheduled for Thursday, September 24, 2009 at 7:00 in the Staunton School. There are plans to possibly have an ice skating rink set up at Mote Park this year, there will be more information to come later, said Mr. Perando.

Mayor Hudson stated Mr. Perando handed out information on the Shawnee Neighborhood happenings to the City Commissioners.

Terry Wright, W. North Street, stated he inquired about six months ago as to the possibility of the City Commission meetings being put on DVD, and copies given to the Public Library for citizens to take home and view at a later date. Mr. Wright asked what the status was on this request. Information Technology Director Dean Burch stated they are still looking into it. Mayor Hudson stated he would have an answer for Mr. Wright by the first of October.

Commissioner Vogt congratulated Mr. Siders on his retirement, and the Heritage Festival Committee and all the volunteers on another excellent festival.

Commissioner Martin congratulated Mr. Siders on his retirement, and also the great job the Heritage Festival Committee and volunteers did. Commissioner Martin inquired if it would be possible to post a "Cross Traffic Does Not Stop" sign at Looney and Garbry Roads.

Commissioner Fess also congratulated Mr. Siders on his retirement, and thanked the Fire Unions for offering to take the wage freeze at this time. Commissioner Fess stated enough can't be said about the Heritage Festival and congratulated all the volunteers and attendees on another great festival. Commissioner Fess stated she has had several inquires as to the possibility of a Dog Park being placed in the City of Piqua.

Commissioner Terry congratulated Mr. Siders on his retirement, and thanked the Firefighters and Fire Officers for their willingness to take a wage freeze at this time.

Commissioner Terry inquired about the detour sign for Riverside Drive, stating it is not clear for direction to get through town.

Commissioner Terry stated she has received calls about the bricks coming out at Ash and Main Streets, and the manholes that are sinking in various areas. City Manager Enderle stated they are working on replacing the bricks, and raising the manholes at this time.

Mayor Hudson inquired if sidewalks were going to be placed on the levy side of Riverside Drive when completed. City Engineer Amy Havenar explained where the sidewalks would be placed along Riverside Drive.

Mayor Hudson inquired as to the status of the hospital demolition project on Park Avenue. City Manager Enderle stated there has been nothing new to report at this time.

Mayor Hudson stated the Bike Path has been the target of vandalism recently, and asked citizens to observe the area when they are near or on the path, and to report anything they see to the Police Department.

Mayor Hudson asked when Toone P. Wiggins plans to open in the Piqua Plaza. City Manager Enderle stated they plan to open in mid September.

Mayor Hudson inquired as to the location of an old black and white film about Piqua-The Atomic City, and asked if anyone has it, or knows someone who does. Power System Director Ed Krieger stated he would look into it.

Mayor Hudson stated the first Piqua Triathlon will be held on Sunday September 13, 2009 and invited all to participate. It was noted that Law Director Stacy Wall would be participating in the Triathlon.

Moved by Commissioner Vogt, seconded by Commissioner Martin, to adjourn from the Piqua City Commission at 9:28 P.M. Voice vote, Aye: Vogt, Martin, Terry, Hudson, and Fess. Nay: None. Motion carried unanimously.

THOMAS D. HUDSON, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

ORDINANCE NO. 14-09

**AN ORDINANCE AMENDING CHAPTER 131
OFFENSES AGAINST PROPERTY**

WHEREAS, Chapter 131 of the Piqua Municipal Code establishes offenses against property including alcohol and drug offenses; and

WHEREAS, the Ohio Revised Code does not cover drug offenses where the drug is not a scheduled drug as defined by the Federal Food, Drug and Cosmetic Act or possession of dangerous drugs not in the proper prescription container; and

WHEREAS, there is a significant amount of drugs on the street that are encountered and individuals possessing dangerous drugs need to be held accountable.

NOW THEREFORE, BE IT ORDAINED BY the Piqua City Commission, a majority of its members concurring that:

SECTION 1. That the City of Piqua hereby amends Chapter 131 of the Piqua Municipal Code as set forth below:

§ 131. __ DANGEROUS DRUGS.

(A) No person, other than a registered wholesale distributor of dangerous drugs, a licensed terminal distributor of dangerous drugs, a manufacturer of dangerous drugs, a pharmacist, a practitioner, or carriers or warehousemen but only for the purpose of carriage or storage, for any of the foregoing, shall have in such person's possession any prescription drug, except those obtained pursuant to a prescription or dispensed by a practitioner.

(B) Proof of possession of a prescription drug, other than in a container labeled to indicate the date of sale, the name and address of the person for whom the drug was prescribed, instructions for taking, and the name of the pharmacy where sold, together with the prescription number, shall constitute prima facie evidence of a violation of this section.

(C) For the purpose of this section, the term "prescription drug" shall mean:

- (1) Any drug which, under the "Federal Food, Drug and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301, as amended, and

pursuant to Chapters 3715 and 3719 of the Ohio Revised Code, may be dispensed only upon a prescription; or

- (2) Any drug intended for administration by injection into the human body other than through a natural orifice of the human body; or
- (3) Any drug listed within the standard pharmaceutical reference manual as defined in 2925.01(M) of the Ohio Revised Code which may be dispensed only upon a prescription; or
- (4) Any drug or drug product the commercial package of which bears a label containing the legend, "Caution: Federal Law Prohibits Dispensing Without Prescription" or "Federal Law Restricts This Drug To Use by or on the Order of a Licensed Veterinarian" or any similar restrictive statement.

(D) For the purpose of this section, the term "prescription" shall have the meaning ascribed to it in Section 4729.01(H) of the Ohio Revised Code.

(E) For the purpose of this section, the term "person," "terminal distributor of dangerous drugs," "registered wholesale distributor of dangerous drugs," "manufacturer of dangerous drugs," "practitioner," "pharmacist," and "prescription" shall have the meanings ascribed to them in Ohio Revised Code section 4729.01.

(F) Whoever violates this section shall be guilty of possessing a prescription drug, a misdemeanor of the first degree.

SECTION 2. All other sections of Chapter 131 of the Piqua Municipal Code not amended herein shall remain in effect as is.

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

1st Reading 8-17-2009

2nd Reading 9-8-2009

THOMAS D. HUDSON, MAYOR

PASSED: _____

ATTEST: _____

REBECCA J. COOL
CITY COMMISSION CLERK

ORDINANCE NO. 16-09

**AN ORDINANCE LEVYING A FIVE DOLLAR MUNICIPAL
TAX ON MOTOR VEHICLE LICENSES PURSUANT TO SECTION 4504.06**

WHEREAS, Amended Substitute House Bill No. 419, which became effective on July 1, 1987, permits municipalities and other local governments to levy a five dollar tax on motor vehicles registered by citizens of such municipalities; and

WHEREAS, said tax would be used solely for street purposes as defined in Ohio Revised Code Section 4504.06; and

WHEREAS, public comments and work sessions were held throughout the Long Range Financial planning process on such dates as September 8, 2008, October 6, 2008, October 20, 2008, October 28, 2008 and November 3, 2008; and

WHEREAS, the motor vehicle license tax was included in the Long Range Financial Plan as adopted by Resolution No. R-115-08 on November 3, 2008; and

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

SEC. 1: There is hereby levied an annual license tax upon the operation of motor vehicles on the public roads or highways pursuant to Section 4504.06, Ohio Revised Code, for the purposes of paying the costs and expenses of enforcing and administering the tax provided for in this section; and to provide additional revenue for the purposes set forth in Section 4504.06, Ohio Revised Code; and to supplement revenue already available for such purposes;

SEC. 2: Such tax shall be at the rate of Five Dollars (\$5.00) per motor vehicle on each and every motor vehicle the district of registration of which, as defined in Section 4503.10 of the Ohio Revised Code, is in the City of Piqua, Ohio;

SEC. 3: As used in this Ordinance, the term "motor vehicle" means any and all vehicles included within the definition of motor vehicle in Section 4501.01 and 4505.01 of the Ohio Revised Code;

SEC. 4: The tax imposed by this Ordinance shall apply to and be in effect for the registration year commencing January 1, 2011, and shall continue in effect and application during each registration year thereafter;

SEC. 5: The tax imposed by this Ordinance shall be paid to the Registrar of Motor Vehicles of the State of Ohio or to a Deputy Registrar at the time application for registration of a motor vehicle is made as provided in Section 4503.10 of the Ohio Revised Code;

SEC. 6: All monies derived from the tax hereinbefore levied shall be used by the City of Piqua solely for the purposes specified in this Ordinance;

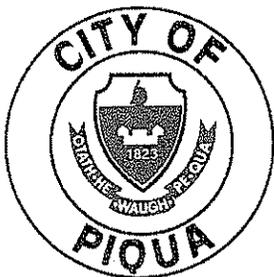
SEC. 7: This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

THOMAS D. HUDSON, MAYOR

PASSED: _____

ATTEST: _____

REBECCA J. COOL
CLERK OF COMMISSION



ENGINEERING DEPARTMENT

Amy L. Havenar, P.E. – City Engineer
201 West Water Street • Piqua, Ohio 45356
(937) 778-2044 • FAX (937) 778-5165
E-Mail: ahavenar@piquaoh.org

September 1, 2009

MEMORANDUM

TO: Frederick E. Enderle, City Manager

RE: **REQUEST FOR CITY COMMISSION AUTHORIZATION TO APPROVE THE
LEVYING OF A SUPPLEMENTAL MUNICIPAL LICENSE TAX FEE IN THE
AMOUNT OF FIVE DOLLARS**

In 1987, City Commission passed Ordinance 46-87 permitting the City of Piqua to levy a five dollar tax on motor vehicles registered within the City of Piqua. In June of 2009, City Commission approved a second five dollar increase by approving Ordinance 7-09. These funds have been and will continue to be used exclusively for the constructing, improving, maintaining, and repairing the public roads located within the City of Piqua.

As you are aware, the costs to maintain the roadway infrastructure have been rising uncontrollably leaving the City with fewer funds for the maintenance and up-keep on the streets. Therefore, we are requesting that pursuant to Section 4504.06 of the Ohio Revised Code, a supplemental license tax of five dollars for each motor vehicle registered in the City. This would generate an estimated \$97,000 annually.

If approved, this money will be used exclusively for the construction, maintenance and repair of city streets as defined in the Ohio Revised Code Section 4504.06 and will be for collection beginning in 2011.

Please let me know if you have any questions pertaining to this matter.

Respectfully submitted,

Amy L. Havenar

c: Cynthia Holtzapple, Asst. City Manager/Finance Director
William Murphy, Asst. City Manager/Development Director
Stacy Wall, Law Director



ORDINANCE NO. 17-09

**AN ORDINANCE LEVYING A FIVE DOLLAR MUNICIPAL
TAX ON MOTOR VEHICLE LICENSES PURSUANT TO SECTION 4504.17**

WHEREAS, Amended Substitute House Bill No. 419, which became effective on July 1, 1987, permits municipalities and other local governments to levy a five dollar tax on motor vehicles registered by citizens of such municipalities; and

WHEREAS, said tax would be used solely for street purposes as defined in Ohio Revised Code Section 4504.06; and

WHEREAS, public comments and work sessions were held throughout the Long Range Financial planning process on such dates as September 8, 2008, October 6, 2008, October 20, 2008, October 28, 2008 and November 3, 2008; and

WHEREAS, the motor vehicle license tax was included in the Long Range Financial Plan as adopted by Resolution No. R-115-08 on November 3, 2008; and

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

SEC. 1: There is hereby levied an annual license tax upon the operation of motor vehicles on the public roads or highways pursuant to Section 4504.17, Ohio Revised Code, for the purposes of paying the costs and expenses of enforcing and administering the tax provided for in this section; and to provide additional revenue for the purposes set forth in Section 4504.06, Ohio Revised Code; and to supplement revenue already available for such purposes;

SEC. 2: Such tax shall be at the rate of Five Dollars (\$5.00) per motor vehicle on each and every motor vehicle the district of registration of which, as defined in Section 4503.10 of the Ohio Revised Code, is in the City of Piqua, Ohio;

SEC. 3: As used in this Ordinance, the term "motor vehicle" means any and all vehicles included within the definition of motor vehicle in Section 4501.01 and 4505.01 of the Ohio Revised Code;

SEC. 4: The tax imposed by this Ordinance shall apply to and be in effect for the registration year commencing January 1, 2011, and shall continue in effect and application during each registration year thereafter;

SEC. 5: The tax imposed by this Ordinance shall be paid to the Registrar of Motor Vehicles of the State of Ohio or to a Deputy Registrar at the time application for registration of a motor vehicle is made as provided in Section 4503.10 of the Ohio Revised Code;

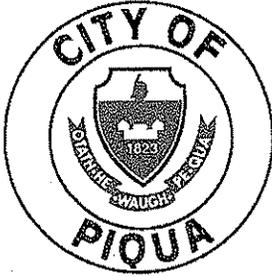
SEC. 6: All monies derived from the tax hereinbefore levied shall be used by the City of Piqua solely for the purposes specified in this Ordinance;

SEC. 7: This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

THOMAS D. HUDSON, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



ENGINEERING DEPARTMENT

Amy L. Havenar, P.E. – City Engineer
201 West Water Street • Piqua, Ohio 45356
(937) 778-2044 • FAX (937) 778-5165
E-Mail: ahavenar@piquaoh.org

September 1, 2009

MEMORANDUM

TO: Frederick E. Enderle, City Manager

RE: **REQUEST FOR CITY COMMISSION AUTHORIZATION TO APPROVE THE
LEVYING OF A SUPPLEMENTAL MUNICIPAL LICENSE TAX FEE IN THE
AMOUNT OF FIVE DOLLARS**

In 1987, City Commission passed Ordinance 46-87 permitting the City of Piqua to levy a five dollar tax on motor vehicles registered within the City of Piqua. In June of 2009, City Commission approved a second five dollar increase by approving Ordinance 7-09. These funds have been and will continue to be used exclusively for the constructing, improving, maintaining, and repairing the public roads located within the City of Piqua.

As you are aware, the costs to maintain the roadway infrastructure have been rising uncontrollably leaving the City with fewer funds for the maintenance and up-keep on the streets. Therefore, we are requesting that pursuant to Section 4504.17 of the Ohio Revised Code, a supplemental license tax of five dollars for each motor vehicle registered in the City. This would generate an estimated \$97,000 annually.

If approved, this money will be used exclusively for the construction, maintenance and repair of city streets as defined in the Ohio Revised Code Section 4504.06 and will be for collection beginning in 2011.

Please let me know if you have any questions pertaining to this matter.

Respectfully submitted,

Amy L. Havenar

c: Cynthia Holtzapple, Asst. City Manager/Finance Director
William Murphy, Asst. City Manager/Development Director
Stacy Wall, Law Director



RESOLUTION NO. R-88-09

**A RESOLUTION OF INTENT TO VACATE
PUBLIC RIGHT-OF-WAY**

WHEREAS, pursuant to Piqua Charter Section 98, this Commission must adopt a resolution expressing its intention to vacate a portion of platted Commercial Street (east of Roosevelt Avenue) right-of-way.

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

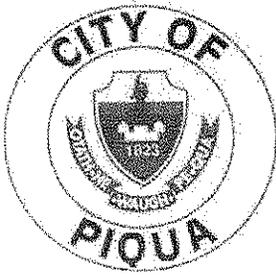
SEC. 1: This Commission hereby intends to vacate a portion of platted Commercial Street (east of Roosevelt Avenue) right-of-way as described in Exhibit "A" attached hereto. The City Manager or his duly authorized representative is hereby directed to cause notice of this Resolution to be served by certified mail upon all persons whose property abuts said tract. Said notice shall state the time and place at which objections can be heard by the Planning Commission.

SEC. 2: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

THOMAS D. HUDSON, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



PLANNING AND ZONING

Christopher W. Schmiesing – City Planner
201 West Water Street • Piqua, Ohio 45356
(937) 778-2049 • FAX (937) 778-0809
E-Mail: cschmiesing@piquaoh.org

September 3, 2009

MEMORANDUM

TO: Frederick E. Enderle

RE: **Request for Commission Legislation to Declare Intent to Vacate a Portion of the Platted Commercial Street Public Right of Way**

An application requesting the vacation of a portion of platted public street right of way has been received by this office. The subject location includes a portion of the Commercial Street right of way situated just east of Roosevelt Avenue and south of Garnsey Street. Currently, the single family dwelling unit known as 713 South Roosevelt Avenue encroaches into this right of way area and the purpose of the vacation is to remedy this encroachment. The proposal indicates the adjusted right of way boundary will more or less match the footprint of the existing building improvement and the Commercial Street right of way improvements will remain open to through traffic.

To consider a request to vacate public right of way, section 98 of the City Charter requires the commission to first pass a resolution declaring its intention to do so. Therefore, I am forwarding this request for the City Commissions' adoption of said resolution. In doing so, the City Commission will be authorizing this request to be advanced to the Planning Commission to conduct a public hearing and further study this request. After such time the Planning Commission has held a public hearing to consider all of the facts pertaining to this matter, the item will be returned to the City Commission with the Planning Commissions' recommendation for approval or denial of this request. A recommendation for approval will result in the City Commission being asked to consider the adoption of an ordinance to approve the vacation of the subject right of way.

Staff's initial observations concerning this request find that the proposed vacation is not likely to be a deterrent to the public use of the right of way or otherwise negatively impact the surrounding neighborhood. Enclosed for the City Commissions' reference in considering this request, please find a copy of the application submitted to this office.

Sincerely,

Chris Schmiesing

Christopher W. Schmiesing
City Planner

Enclosures

Exhibit A

CITY OF PIQUA, OHIO

APPLICATION FOR VACATION OF PUBLIC RIGHT-OF-WAY

- 1. Applicant's Name Gladys Roth Phone # 773-8310
Applicant's Address 1228 Harbry Rd. Piqua OH 45350
- 2. Owner's Name Gladys Roth Phone # 773-8310
- 3. Type of legal interest held by applicant fee simple owner
- 4. Location of Public Right-Of-Way Vacation request Southeast corner of 713 S. Roosevelt (parcel # N44028390)

5. Describe the reason for the requested Vacation of Public Right-Of-Way

Portion of home is sited on vacated alley, has been used & maintained for at least the past 25 years

6. Property owners adjacent to Right-Of-Way to be vacated.

<u>NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>
<u>none</u>		

Signature of Applicant Gladys Roth Date 8-31-09

*****OFFICE USE ONLY*****

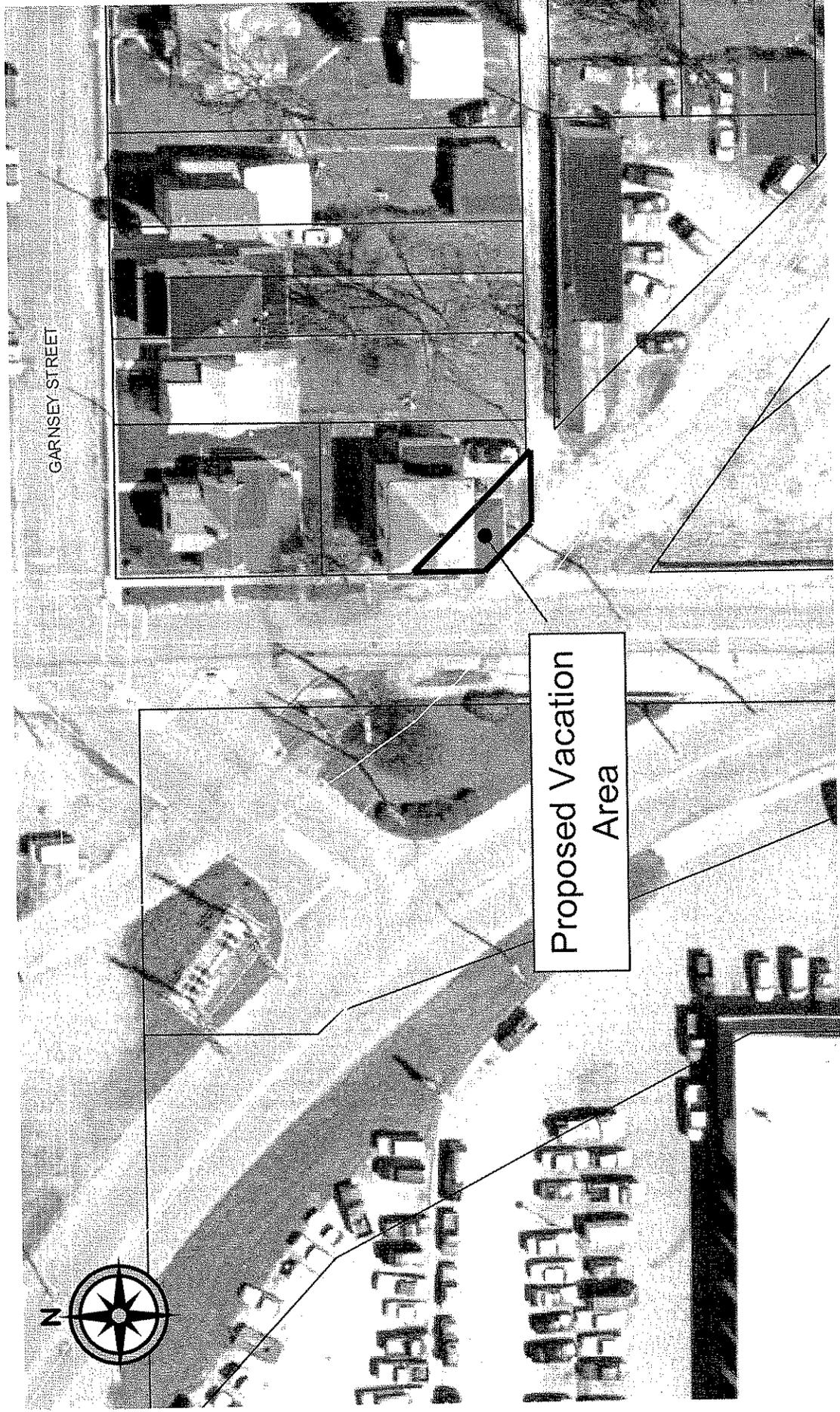
\$100.00 Fee Paid CS

Date Fee Paid 8-31-09

Receipt No. 186343

Res. No. _____

EXHIBIT A



COMMERCIAL STREET VACATION – 713 S ROOSEVELT AVENUE

RESOLUTION NO. R-89-09

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SELL, ASSIGN AND TRANSFER SECURITIES OF THE ELDER-BEERMAN STORES CORPORATION OBTAINED THROUGH BANKRUPTCY

WHEREAS, the City of Piqua received in a bankruptcy action, Elder-Beerman Stores Corporation stock in lieu of cash; and

WHEREAS, the desire of the City of Piqua is to convert this stock to cash to apply toward the past due utility account of Elder Beerman Store; and

WHEREAS, it is in the public interest to settle this account; and

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

SEC. 1: The City Manager is hereby authorized to sell, assign and transfer the securities of Elder-Beerman Stores Corporation obtained through bankruptcy.

SEC. 2: The funds received are to apply toward the past due utility account.

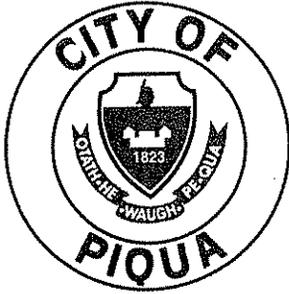
SEC. 3: This Resolution shall take effect and be in force from the earliest period allowed by law.

THOMAS D. HUDSON, MAYOR

PASSED: _____

ATTEST: _____

REBECCA J. COOL
CITY COMMISSION CLERK



FINANCE DEPARTMENT

Cynthia A. Holtzapple – Director of Finance
201 West Water Street • Piqua, Ohio 45356
(937) 778-2065 • FAX (937) 778-1130
E-Mail: choltzapple@piquaoh.org

MEMORANDUM

TO: Frederick E. Enderle, City Manager

FROM: Cynthia Holtzapple, Assistant City Manager/Finance Director *CH*

RE: Corporate Resolution on Elder-Beerman

DATE: September 16, 2009

+++++

Elder-Beerman filed for bankruptcy in late 1995 while having an outstanding utility account with the city. As part of the bankruptcy proceedings, Elder-Beerman issued 274 shares of their stock to the city in lieu of a partial cash payment for the utility balance. The shares have now been sold and the proceeds held in trust pending a Corporate Resolution from the City. Resolution 89-09 is a request that the City Commission grant authorization to the City Manager to sign for the release of these funds. Once released, the funds will be applied against the outstanding utility account.

Please note that the above is not the Elder-Beerman Bonton Corp. currently operating at the mall. They are in good standing with the city.

RESOLUTION NO. R-90-09

**A RESOLUTION OF AUTHORIZATION
FOR AN OHIO PUBLIC WORKS COMMISSION
(OPWC) GRANT APPLICATION FOR THE
E. ASH STREET RECONSTRUCTION PROJECT**

WHEREAS, the State of Ohio, through the Ohio Public Works Commission, administers financial assistance for reconstruction projects and the City of Piqua is requesting funding in the amount of \$600,000; and

WHEREAS, the reconstruction project encompasses E. Ash Street from Spring Street to the Great Miami River Bridge; and

WHEREAS, this project will also include underground utility work, new curb and gutter and new sidewalks the entire length of the project with construction scheduled for 2011.

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

SEC. 1: The City of Piqua approves filing an application for the Ohio Public Works Commission for funding in the amount of \$600,000 for the E. Ash Street Reconstruction Project; and

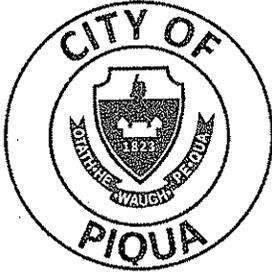
SEC. 2: Frederick E. Enderle, City Manager, is hereby authorized and directed to execute and file an application with the Ohio Public Works Commission and to provide all information and documentation required to become eligible for possible funding assistance;

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

THOMAS D. HUDSON, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



ENGINEERING DEPARTMENT

Amy L. Havenar, P.E. – City Engineer
201 West Water Street • Piqua, Ohio 45356
(937) 778-2044 • FAX (937) 778-5165
E-Mail: ahavenar@piquaoh.org

September 15, 2009

MEMORANDUM

TO: Frederick E. Enderle, City Manager

RE: **REQUEST FOR COMMISSION AUTHORIZATION TO MAKE APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR FUNDING FOR THE E. ASH STREET (US 36) RECONSTRUCTION PROJECT
TOTAL PROJECT COST \$3,100,000 – FUNDING REQUEST \$600,000**

We request authorization to make application for the above referenced project. The City of Piqua has received preliminary notification that this project will be funded.

This project consists of the reconstruction and widening of E. Ash Street from 2 lanes to a 3-lane facility with a center turn lane from Spring Street to the Great Miami River Bridge just east of Armory Drive. The project will also include new curb and gutter and sidewalk on both sides the entire length of the project. Also included in the project will be streetscaping amenities compatible with the downtown and the installation of new storm sewers, sanitary sewers and water mains.

Fanning/Howey Associates, Inc. has been hired to prepare plans and specifications for the project, which is scheduled for construction in the fall of 2011.

This project has already been awarded \$1,662,000 in STP Federal Funds through the Miami Valley Regional Planning Commission.

Please let me know if I can provide any additional information pertaining to this matter.

Respectfully submitted,

Amy L. Havenar, PE

ALH/jc

Attachment

c: Cynthia A. Holtzapple, Finance Director
Doug Harter, Street Superintendent

RESOLUTION NO. R-91-09

A RESOLUTION APPROVING THE FISCAL YEAR 2009 COMMUNITY DEVELOPMENT BLOCK GRANT TIER ONE DOWNTOWN REVITALIZATION PROGRAM APPLICATION

WHEREAS, the City of Piqua is a unit of local government that possesses the legal authority to apply for Small Cities Community Development Block Grant funding available through the State of Ohio, under the Housing and Community Development Act of 1974, as amended, and;

WHEREAS, the City of Piqua has downtown and community development needs that can be improved and alleviated with State assistance, and

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

SEC. 1. The Fiscal-Year 2009 Community Development Block Grant Tier One Downtown Revitalization Program is hereby approved and the City Manager is hereby authorized and directed to submit the City's program application to the Ohio Department of Development, including all understandings and assurances therein. The approved activities are: Planning.

SEC. 2. The City Manager is to be the designated agent of the program in connection with the application and is authorized to execute all agreements in conjunction with the Fiscal Year 2009 Community Development Block Grant Tier One Downtown Revitalization Program.

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

THOMAS D. HUDSON, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



DEVELOPMENT OFFICE

William Lutz – Development Program Manager
201 West Water Street • Piqua, Ohio 45356
(937) 778-2062 • FAX (937) 778-0809
E-Mail: blutz@piquaoh.org
Web: <http://www.piquaoh.org>

To: Fred Enderle, City Manager

From: Bill Lutz, Development Program Manager

CC: William Murphy, Development Director/Asst. City Manager

Date: September 14, 2009

Subj.: Request for Resolution – FY 2009 Tier I Downtown Revitalization Program

Fred:

Attached please find a resolution that is requested to be adopted by the City Commission at their September 21st meeting. The resolutions authorize the city to file with the Ohio Department of Development an application through the Tier I Downtown Revitalization Program.

Each year, the Ohio Department of Development makes roughly \$100,000 available through the Community Development Block Grant program on an open cycle basis for communities to undertake planning efforts. From discussions with the Ohio Department of Development, there has been no interest in this program this fiscal year. The City of Piqua is anticipating requesting \$15,000, which is the maximum amount allowed by the program. Realizing that these funds will be matched, the city will adjust their request depending upon the third party cost estimates that are received. Additionally, it should be noted that the requested planning functions are strictly limited to the downtown area, per program regulations.

This particular request to the Ohio Department of Development is for assistance in developing an analysis of current and potential re-uses of property located near the Great Miami River in the downtown area. City staff has been in discussion with planning firms that can help provide this technical assistance.

If you have further comments or questions, please do not hesitate to contact me.

Sincerely,

William Lutz
Development Program Manager
City of Piqua

RESOLUTION NO. R-92-09

A RESOLUTION SUPPORTING THE FISCAL YEAR 2010 UNITED STATES ENVIRONMENTAL PROTECTION AGENCY BROWNFIELD ASSESSMENT PROGRAM APPLICATION

WHEREAS, the City of Piqua is a unit of local government that possesses the legal authority to apply for funding from the Brownfield Assessment Program offered by the United States Environmental Protection Agency; and

WHEREAS, the City of Piqua has identified portions of the community in which environmental hazards may exist, and

WHEREAS, the City of Piqua desires financial assistance to provide for environmental assessments on these portions of the community to determine the necessary and required level of remediation for specific properties in order to make these properties able to be reused, and

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

SEC. 1. The Fiscal Year 2010 Brownfield Assessment Grant Program is hereby supported and the City Manager is hereby authorized and directed to submit the City's program application to the United States Environmental Protection Agency, including all understandings and assurances therein. The approved activities are: Phase One and Phase Two environmental assessments on all eligible properties.

SEC. 2. The City Manager is to be the designated agent of the program in connection with the application and is authorized to execute all agreements in conjunction with the Fiscal Year 2010 Brownfield Assessment Grant Program.

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

THOMAS D. HUDSON, MAYOR

PASSED: _____



DEVELOPMENT OFFICE

William Lutz – Development Program Manager
201 West Water Street • Piqua, Ohio 45356
(937) 778-2062 • FAX (937) 778-0809
E-Mail: blutz@piquaoh.org
Web: <http://www.piquaoh.org>

To: Fred Enderle, City Manager

From: Bill Lutz, Development Program Manager

CC: William Murphy, Development Director/Asst. City Manager

Date: September 14, 2009

Subj.: Request for Resolution – FY 2010 U. S. E. P. A. Brownfield Assessment Grant Program

Fred:

Attached please find a resolution that is requested to be adopted by the City Commission at their September 21st meeting. The resolution supports the city's application for \$400,000 through the United States Environmental Protection Agency's Brownfield Assessment Grant Program.

Each year, the United States Environmental Protection Agency solicits grant requests from local governments to perform environmental assessments on parcels in which environmental contamination could exist. The City's comprehensive plan has identified these redevelopment areas in which intensive land uses cause the city to believe that some environmental issues may exist. If the city is able to receive this highly competitive funding, the city will be able to perform the necessary research to not only determine what potential environmental contaminants exist on these parcels, but also what is the correct and necessary strategy to make these parcels environmentally clean and safe for re-use.

It should be noted that the city has attempted to receive these funds in both 2007 and 2008. In both instances, the United States Environmental Protection Agency were generally pleased with the application and encourage the City to re-apply for funds.

If you have further comments or questions, please do not hesitate to contact me.

Sincerely,

William Lutz
Development Program Manager
City of Piqua

RESOLUTION NO. R-93-09

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

WHEREAS, the City of Piqua and the American Federation of State, County and Municipal Workers, Inc. ("AFSCME"), Ohio Council 8, Local #984 have had discussions regarding the collective bargaining agreement since the issuance of a factfinder's report that resulted in an agreed upon contract; and

WHEREAS, AFSCME voted upon and ratified the collective bargaining agreement on September 8, 2009 as attached hereto; and

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

SECTION 1. The City Commission authorizes the City Manager to enter into a three year collective bargaining agreement, effective October 1, 2009, with the American Federation of State, County and Municipal Workers, Inc. ("AFSCME"), Ohio Council 8, Local #984, for the terms as substantially attached hereto.

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

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

THOMAS D. HUDSON, MAYOR

PASSED: _____

ATTEST: _____

REBECCA J. COOL
CITY COMMISSION CLERK

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

10/1/09 – 9/30/12

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
1	Cooperation	1
2	Recognition	1
3	Management Rights	3
4	Union Business	4
5	Wages	5
6	Hours of Work & Overtime	9
7	Holidays	11
8	Vacations	12
9	Sick Leave	13
10	Leave of Absence	19
11	Insurance	19
12	Seniority, Layoff, Callbacks and Promotions	21
13	Labor-Management and Safety Committee	23
14	Discipline, Demotion and Discharge	24
15	Grievance Procedure	25
16	Waiver	27
17	Seniority Roster	28
18	Effect of Laws	28
19	Negotiation Pay	28
20	Americans with Disabilities Act and Family and Medical Leave Act Compliance	29
21	Employee Notification	30
22	Drugs and Alcohol	30
23	Duration	34

ARTICLE 1
COOPERATION

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

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

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

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

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

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

ARTICLE 2
RECOGNITION

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

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

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

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

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

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

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

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

ARTICLE 3 **MANAGEMENT RIGHTS**

Section 1. Management has the right and responsibility to:

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

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

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

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

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

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

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

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

ARTICLE 4 **UNION BUSINESS**

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

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

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

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

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

ARTICLE 5

WAGES

Section 1. Wage Rates: The hourly wage rates applicable to positions covered by this Agreement shall be increased by 0% effective May 1, 2009, shall be increased an additional 0% or the wage rate received by the Fraternal Order of Police, Ohio Labor Council, Inc. in its collective bargaining agreement for 2010, whichever is greater effective October 1, 2010, and October 1, 2011, shall be subject to a wage opener.

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

Step raises will be given as provided by applicable City ordinance or personnel regulations. Each employee's performance will be rated by their supervisor prior to the anniversary date the employee is eligible, by time in classification, for consideration for a step increase. An employee must receive a rating of satisfactory or better to receive a step increase. These ratings also shall be considered for placing probationary employees into permanent status and for promoting or transferring employees into new classifications. An employee denied a step increase may request a reevaluation after 90 days from the denial of the step increase.

Employees at the top step will have their performance rated by their supervisor annually. An employee who receives a rating of less than satisfactory may request a reevaluation after 90 days from the date of their performance rating.

Rating forms, when completed, will be discussed with the employee. The employee is required to sign it as evidence of the fact that it has been reviewed and a copy will be returned to the employee. The signature does not necessarily mean that the employee is satisfied with the rating. It is recognized that satisfactory performance is a requirement and that unsatisfactory performance may result in denial of a step increase or disciplinary action.

Section 3. Uniforms: The City will either rent or purchase 11 uniforms (providing for a daily change under normal circumstances) and 2 jackets for each member of the bargaining unit. Each employee must wear his uniform at work and will not wear it any other time except going to and coming from work. The City shall reimburse an employee for one pair of approved work boots each year, up to \$120, upon receiving a receipt from the employee. In place of this \$120 annual reimbursement, electrical distribution employees may be reimbursed up to \$360 for one pair of approved work boots once during the term of this Agreement.

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

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

Section 6. Call-In Pay: Call-in pay is for work performed by an employee who has been called to duty at a time other than that employee's scheduled shift or workday. Employees so called Monday through Saturday shall be compensated with a minimum of 3 hours pay at their regular rate of pay, and 4 hours at regular rate of pay on Sunday.

If more than two hours are required to complete the work for which the employee was called in, such employee shall be compensated for the hours actually worked at time and one-half their regular rate, except where double time applies. If an employee is recalled within two (2) hours of the start of a previous call-in, it will be considered a continuation of the previous call-in and will not constitute an additional call-in. There shall be no pyramiding of call-in pay or premium pay.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Inability to learn;
- (2) Unreliability;
- (3) Unsatisfactory work;
- (4) Lack of interest in work or education;
- (5) Improper conduct;
- (6) Failure to attend assigned classroom related training instruction classes regularly; or
- (7) Violations of any provisions of the collective bargaining agreement.

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

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

Section 13. Mutual Aid Pay: Employees who participate in mutual aid to other requesting jurisdictions, shall be paid time and one half for the initial sixteen hours of work and all hours thereafter shall be paid at double time.

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

The City will bear the cost of tuition, books and educational materials one time for the schooling and examination in each classification. Employees will not be compensated for activities/time outside of scheduled work hours for classes and examinations.

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

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

ARTICLE 6

HOURS OF WORK AND OVERTIME

Section 1. Work Week and Pay Period: The normal work week shall consist of 8 paid hours per day, 5 days per week, Monday through Friday, plus an unpaid half-hour lunch break, except where "straight eight" or other scheduling normally applies. The employee shall receive two paid rest periods of 15 minutes each, one in the first 4 hours

of work and one in the last 4 hours of work, subject to the scheduling requirements of management. Overtime applicability is based on the work week period, unless otherwise stated in this Agreement. The pay period is from 12:00 A.M. on Monday through 11:59 P.M. the following Sunday. 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 a change into effect, and provided that this will not be implemented for bargaining unit employees until it is implemented for all City employees.

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

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

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

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

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

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

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

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

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

ARTICLE 7 **HOLIDAYS**

Section 1. The following are recognized as holidays under this Agreement: New Year's Day, Martin Luther King's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, the day before Christmas and Christmas Day. If the City voluntarily grants another bargaining unit an additional holiday, such holiday will also be recognized under this Agreement. An additional holiday ordered by a conciliator will not be considered voluntarily granted by the City under the preceding sentence.

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

Section 3. In order for an employee to receive pay for the holiday, the employee must work the employee's scheduled shift before and after the holiday. Employees on

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

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

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

ARTICLE 8 **VACATIONS**

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

Vacations must be scheduled with the employee's supervisor. The vacation period for each employee will begin on the first anniversary date of employment. Vacation credits will be granted on a monthly basis and can be used at any time before the employee's next anniversary date. In the case of retirement, resignation, disability, dismissal, or death, vacation credit will be prorated according to the terms listed below:

- (a) Employees entitled to 2 weeks shall be paid .8333 days for each full month worked beyond his anniversary date.
- (b) Employees entitled to 3 weeks shall be paid 1.25 days for each full month worked beyond his anniversary date.
- (c) Employees entitled to 4 weeks shall be paid 1.6667 days for each full month worked beyond his anniversary date.
- (d) Employees entitled to 5 weeks shall be paid 2.0833 days for each full month worked beyond his anniversary date.

- (e) For vacations requested after the January scheduling period, the City shall give an employee a copy of the approval or denial of the employee's request for vacation time within 10 working days.

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

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

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

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

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

Section 3. An employee who is entitled to a vacation of two or more weeks per year may convert up to forty (40) hours of vacation to cash. The employee must notify the City at least two weeks before he wishes the payment.

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

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

ARTICLE 9 **SICK LEAVE**

Section 1. Accumulation and Use of Sick Leave. Permanent employees shall accumulate sick leave credits on the basis of 10 hours for each completed month of

service. Credit shall be accumulated by an employee on extended sick leave only if there is an intention to and a reasonable expectation of a return to work. Unused sick leave shall be cumulative up to and including 1440 hours for use as sick leave.

Sick leave may be used for absence due to illness, injury, treatment of illness or injury, an employee's enforced quarantine due to exposure to a contagious disease, and, where it reasonably necessitates the employee's absence, for illness or injury in the employee's immediate family. Immediate family means spouse, parent (natural, step or in-law) children (natural or step), or other relative living in the employee's household. Sick leave will not be granted while an employee is on vacation unless proof of illness or injury is submitted.

A reasonable amount of time for traveling to and from the site where an illness or injury is treated will be considered as sick leave.

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

With the City Manager's approval, any employee in cases of hardship with full intentions and a reasonable expectation of staying as a City employee, may be granted paid sick leave up to one year's credit (120 hours) when needed and requested.

The City reserves the right to require the employee to complete an absence slip and turn it into the immediate supervisor for approval before sick leave pay is granted. The City shall give the employee a copy of the approved or rejected absence slip. The Union agrees to support the City in its efforts to control the misuse of sick leave.

Section 2. Conversion of Sick Leave to Cash.

(A) Annual Conversions

An employee who has accumulated four hundred eighty (480) hours sick leave pay may convert hours in excess of four hundred eighty (480) hours, up to forty (40) hours to cash per year. An employee who has received more than twenty-four (24) hours of unexcused absences during the year ending October 31st shall not be eligible to convert sick leave to cash for that year. The conversion will be on the basis of one hour of sick leave for each hour of pay at the employee's rate for the pay period ending on the last Sunday in October of each year. The conversion can be made in November and the employee must request conversion no later than November 30th of the calendar year. Sick leave converted to cash is sick leave that was earned in prior years.

(B) Conversion on Termination of Employment

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

Less than 8 years service, no conversion.

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

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

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

(C) Conversion on Retirement or Death

There shall be payable to an employee, upon retirement in accordance with the provisions of the Public Employees Retirement System of Ohio or upon death of an active employee, to the employee's beneficiary designated in writing on the form provided by the City and delivered to the City (or if no valid designation has been made, the estate), in addition to any PERS benefits, payment for all accumulated sick leave up to and including 1440 hours (720 hours for employees hired after September 15, 2003). This payment may be made weekly or in a lump sum at the option of the Director of Finance, with due regard to the financial status of the City.

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

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

(D) Conversion for New Employees

For employees hired after September 15, 2003, unused sick time shall be cumulative up to and including 720 hours for retirement and death benefits, and shall be cumulative up to and including 480 hours upon other termination of employment (except for dismissal for conviction of any theft or felony offense), on the same conversion formula applicable to employees hired before the effective date of this Agreement. Upon retirement, the employee shall also be paid for accumulated sick time, at the current hourly rate, for hours earned above 720 hours up to 1560 at the rate of 1 for 3, for a combined total of up to 1000 hours.

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

Section 3. Attendance Rules

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

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

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

6th day written warning

7th day final warning.

8th day discharge

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

(C) Attendance Credit: An employee with 9 or more consecutive months of perfect attendance will have a cushion of one unexcused absence before being counted.

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

Failure to notify properly of absence:

1st day: written warning

Within a 12-month period, 2nd occurrence: final warning

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

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

3rd day first written warning

4th day second written warning

5th day final warning

6th day discharge

Section 3. Sick Leave Donation

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

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

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

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

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

Section 4. Injury Pay: If an employee suffers a compensable injury or illness while in the performance of his duties with the City and while properly performing an assigned task, such injured employee shall continue to receive his full weekly rate of pay from the

City for the first 6 months following the date of injury. Such payments shall take the place of the employee's receipt of temporary total disability payments from the Bureau of Workers' Compensation. The City may require the employee to perform any duties within the limitations of such injury or illness.

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

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

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

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

Section 7. Jury Pay: An employee required to serve on a jury during his/her working hours before a court empowered by law to require such service shall be excused from duty for the time required for such service and must report for duty whenever released from jury service. The employee shall be paid the difference between jury pay and the regular hourly rate of pay. Employees must present proof of the amount of jury pay received before pay for the hours absent is granted. An employee working on the second or third shift shall be excused from their scheduled work hours when he/she serves five or more hours on jury duty.

Section 8. Funeral Leave: An employee shall be paid for 8 hours for each day lost at the regular rate due to absence caused by death in an employee's immediate family. Three (3) days shall be allowed under this Section for immediate family members. Immediate family means: spouse, parent, child, grandparent, grandchild, brother or sister (including natural, step or in-law). Other relatives living in the same household as the employee shall be considered as immediate family. One day will be granted for attendance at a funeral of the following relatives: aunt, uncle, niece and nephew.

Proof acceptable to the City is required before payment of funeral leave. Examples of proof acceptable to the City include, but are not limited to one of the following: memorial service program, newspaper obituary, memorial card, or documentation provided by a funeral home.

ARTICLE 10 LEAVE OF ABSENCE

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

Section 2. An employee who has exhausted FMLA leave and accumulated sick leave benefits may be granted a medical leave of absence without pay by the City Manager for up to a maximum of one year. Leaves of absence without pay may be granted by the City Manager for periods of time not to exceed one year for any other reason that the City Manager may consider to be to the benefit of the City.

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

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

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

ARTICLE 11 **INSURANCE**

Section 1. Health Insurance.

(a) Benefits Offered. The City will offer health insurance benefits throughout the term of this Agreement. 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 2009 plan year, the City will fund 85% of the HSA and HRA accounts (\$1,700 for individual coverage and \$3,400 for family coverage). Employee HSA's will be funded 1/12th of the annual total each month. Employee HRA's will be funded entirely in January. The employee's contribution of the premium shall be 11% for the 2009 plan year. For the 2010 plan year, the funding of the HSA and HRA accounts shall remain the same as the 2009 funding levels while the employee's contribution of the premium shall be 15%. For the 2011 plan year, 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%. For the 2012 plan year, health insurance shall be subject to a reopener. 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 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.

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 12
SENIORITY. LAYOFF, CALLBACKS AND PROMOTIONS

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

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

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

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

Section 2. Layoff: Whenever there is a reduction in the number of employees due to lack of funds, lack of work, or other legitimate reasons, the City Manager shall determine the classification of the employment in which reduction shall be made and the number to be laid off. Employees shall be laid off at the time and in the number specified by the City Manager in reverse order of their seniority. Within each affected classification, all part-time and seasonal employees shall be laid off before probationary employees and all probationary employees before permanent employees. The City shall discuss any proposed layoff with the Union before taking such action. When an employee has been removed from his classification, he may displace another employee (including a seasonal, part-time, or temporary employee) in an equal or lower paying job classification if the employee to be displaced has less seniority. When an employee

displaces another employee under this Section, he must be able to perform the work required during a trial period for the first sixty days worked if this is a position he has not previously held. If at any time during this trial period, the employee fails to perform satisfactorily, the City may remove him from the job and shall then place him otherwise in accordance with the provisions of this Section. If an employee cannot otherwise retain a full-time job under this Section and is subject to layoff, he shall be entitled to displace the least senior employee in a classification for which he is presently qualified.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 13
LABOR-MANAGEMENT AND SAFETY COMMITTEE

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

ARTICLE 14
DISCIPLINE, DEMOTION AND DISCHARGE

Section 1. Discipline: The City shall impose no discipline or discharge on an employee without just cause. A discharge grievance shall be started at Step 3, and a suspension grievance at Step 2, but with the same time limits and written requirements as for Step 1. All other disciplinary grievances will start at Step 1 in the normal way. This shall be applied uniformly to all departments. Disciplinary actions by the City shall include but are not limited to reprimands, suspension without pay, demotions, or discharge. These disciplinary actions may be initiated by the immediate supervisor or department head. All such actions shall be reduced to writing and copies shall be submitted to the employee, Union steward and local president and all involved supervisory levels.

Section 2. If an employee receives a verbal warning (on the form marked and attached hereto as Exhibit "A") which is placed in his personnel folder, such verbal warning shall be removed at the expiration of ninety (90) days from the date of infraction.

If an employee receives a written warning (on the form marked and attached hereto as Exhibit "B") which was placed in his personnel folder, such written warning shall be removed at the expiration of 180 days from the date of infraction.

If an employee receives a written warning for an unexcused absence (on the form marked and attached hereto as Exhibit "C") which is placed in his personnel folder, such written warning shall be removed at the expiration of 1 year from the date of infraction.

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

Section 3. When an employee is to be discharged, given disciplinary layoff, an oral or written reprimand, or an investigation is being conducted which may result in disciplinary action, he/she shall be entitled to have a steward present, except where

immediate action is required, as in situations endangering personnel, and a steward or officer is not available, in which case the employee may be suspended pending a meeting with the steward present. The employee may waive, in writing, the right to have a steward present.

ARTICLE 15
GRIEVANCE PROCEDURE

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

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

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

Retain one and deliver to:

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

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

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

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

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

Step 4: Arbitration Procedure. After the delivery of the intent to arbitrate, either the City or the Union may request the appointment of an arbitrator by the 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.

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

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

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

ARTICLE 16 **WAIVER**

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

The only exceptions are:

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

ARTICLE 17 **SENIORITY ROSTER**

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

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

ARTICLE 18 **EFFECT OF LAWS**

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

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

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

ARTICLE 19
NEGOTIATION PAY

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

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

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

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 reintegration 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 21
EMPLOYEE NOTIFICATION

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

ARTICLE 22
DRUGS AND ALCOHOL

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

Section 1. Use of Alcohol and Drugs.

- A. Employees shall not possess, sell, distribute or use alcohol or controlled substances while on the job, including meal periods.
- B. Employees shall not work or report to work under the influence of alcohol or controlled substances, except as provided in subparagraph C or D below.
- C. Employees must report to their supervisors when they are experiencing a reaction to a prescription or over-the-counter drug which may affect their ability to do their job.
- D. Employees called into work due to manpower shortage, emergency or other similar incident will report to the supervisor on duty any usage of alcohol.
- E. If an employee is called into work after consuming alcohol or is reporting to work when experiencing a reaction to a prescription or over-the-counter drug which may affect his ability to do his job, and reports this to the on-duty supervisor as required in subparagraph C or D above, the on-duty supervisor will make a determination as to fitness for duty.

Section 2. Dependency Treatment.

- A. Employees are urged to request assistance with any drug or alcohol problem before disciplinary action is necessary. If an employee advises the City of a drug or alcohol problem, the employee will be urged to receive counseling and, if necessary, will be permitted to take accrued paid sick leave or vacation to

receive the recommended treatment. If an employee has exhausted accrued paid sick leave and vacation, he may apply for an unpaid personal leave of absence for the period of time necessary to receive the recommended treatment, which application shall not be unreasonably denied.

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

Section 3. Testing Procedure.

- A. Drug and/or alcohol testing will be conducted when there is a reasonable suspicion that an employee is using or possessing controlled substances or alcohol, or abusing a controlled substance at work, or is working or reporting to work under the influence of illegal drugs, alcohol or an abused controlled substance. Reasonable suspicion may be based upon, but is not limited to, unexplained and excessive absence, a reliable report, reporting to work with the odor of alcohol or marijuana on an employee, unusual behavior such as slurred speech or lack of coordination, or the possession of drug paraphernalia.
- B. The City shall identify to the employee and the employee's union representative the basis for reasonable suspicion. The City may withhold the names of persons who have provided information if the City identifies facts and circumstances which independently provide a basis for reasonable suspicion.
- C. Drug and/or alcohol testing also will be conducted when an employee is involved in an on-duty accident or other on-duty incident which results in physical harm or property damage.
- D. Testing will require that the employee provide a urine, blood, breath or saliva sample, or some other medically accepted procedure will be used. Any time an employee is requested to take a drug or alcohol test, the employee will be required to sign an authorization form permitting the physician or lab to conduct the test and release the results to the City and the employee. Refusal to sign the authorization form or to submit immediately to a requested drug or alcohol test will be considered insubordination and will subject the employee to discharge.
- E. All test samples will be given at a licensed testing facility selected by the City, sealed and properly identified. Testing will be conducted by a certified laboratory, and the test results will be considered a confidential medical record not subject to public disclosure. Results will be distributed to the City and the employee only. Positive drug screens results will be confirmed by gas chromatography/mass spectrometry (GC/MS). Drugs being screened may include any controlled substance contained in Schedules I through V of Section

202 of the Controlled Substance Act, Section 21 U.S.C. 812, or as defined in O.R.C. 3719.01.

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

Section 4. Rehabilitation and Counseling.

- A. An employee who tests positive for drugs or alcohol under this Article shall be given one opportunity for rehabilitation, provided that the employee's only rule violation is working or reporting to work under the influence of alcohol or controlled substances. An employee who violates any other rule under this Article shall be subject to disciplinary action, which may include discharge, for the first offense.
- B. A positive drug or alcohol test, or a drug or alcohol problem, shall not excuse or mitigate any other misconduct (e.g., insubordination or dishonesty). The City shall respond to such misconduct by applying the same principles of disciplinary action as it would apply to an employee who had no positive test result and no drug or alcohol problem.
- C. An employee who is entitled to an opportunity for rehabilitation under this Article will be relieved from duty immediately and placed on paid accrued sick leave, if available. This leave may be conditioned upon receipt of reports that the employee is cooperating and making reasonable progress in the treatment program.
- D. Within 45 days of entering the treatment program the employee must provide satisfactory medical evidence that he has completed the program and is fit to return to work and must pass another drug/alcohol screen. This time limit can be extended based on satisfactory medical evidence that a longer time is justified. However, no period longer than 6 months total from the date of the original positive test will be permitted. Failure to meet these conditions will result in termination of employment. Accrued sick leave up to a maximum of 60 calendar days and accrued vacation may be used for this leave; otherwise this leave will be unpaid.
- E. The treatment program must be provided by a facility accredited by the Joint Commission on the Accreditation of Hospitals and/or licensed through an

appropriate state agency.

- F. Any employee who successfully completes a drug/alcohol program as described above and successfully passes an alcohol/drug screen shall be reinstated to his former position without loss of time in grade.
- G. The City may require up to two tests of an employee during the six month period after an employee has completed a rehabilitation program. These tests need not be based upon a reasonable suspicion of drug or alcohol use. If either test is positive, the employee's employment shall be terminated.

Section 5. Drug-Free Workplace Program.

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

Section 6. CDL Testing.

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

Section 7. Appeal.

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

ARTICLE 23
DURATION

This Agreement will be in effect from October 1, 2009, through 11:59 P.M. September 30, 2012, and will then terminate. Upon the request of either party, negotiations for a new Agreement will begin 90 days before that date, and the parties will try to conclude negotiations by 45 days before that date.

CITY OF PIQUA

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

MEMORANDUM OF UNDERSTANDING

The parties agree that the following classifications will be placed in the following pay ranges upon adoption and ratification of the 2009-2012 Collective Bargaining Agreement.

704	Street Division Working Supervisor	28
720	Parks Department Working Supervisor	28
815	Water Plant Mechanic	18
817	Water Plant Maintenance Working Supervisor	28
840	Collective Working Supervisor	28

CITY OF PIQUA

UNION

