

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PRESENTATION- *2009 National Preservation Awards Ceremony
October 15, 2009 in Nashville, TN (Ft. Piqua Plaza)*

REGULAR CITY COMMISSION MEETING

1. **APPROVAL OF MINUTES** Approval of the minutes from the October 26, 2009 Piqua City Commission Worksession and the November 16, 2009 Regular City Commission Meeting

2. **ORD. NO. 20-09**
 (1st Reading) An Ordinance repealing Schedule A of Chapter 33 of the Piqua Code and adopting a new Schedule A of Chapter 33 of the Piqua Code, relating to wages of certain Municipal Employee

3. **ORD. NO. 21-09**
 (1st Reading) An Ordinance repealing existing Chapter 33 and enacting a New Chapter 33 of the Piqua Code, relating to Employee Policy

4. **ORD. NO. 22-09**
 (1st Reading) An Ordinance to make appropriations for the City of Piqua, Ohio for the year 2010

5. **RES. NO. R-107-09** A Resolution establishing a City Commission 2010 calendar of meetings

6. **RES. NO. R-108-09** A Resolution amending the total payment to Pohlkat, Inc. for the removal and disposal of lime residual from the Lime Lagoon at the Water Plant

7. **RES. NO. R-109-09** A Resolution authorizing the City Manager to contract with the Miami County Public Defender Commission

8. **RES. NO. R-110-09** A Resolution authorizing the City Manager to apply for membership to American Municipal Power Inc.

9. **RES. NO. R-111-09** A Resolution authorizing the City Purchasing Agent to purchase #2 fuel oil on the open and spot market

10. **RES. NO. R-112-09** A Resolution retaining the services of Cooperative Response Center, Inc. to provide professional customer call answering and dispatch services for the City

11. **RES. NO. R-113-09** A Resolution retaining the services of Sawvel and Associates to provide professional consulting and engineering services for the City

12. **RES. NO. R-114-09** To approve the form and authorize the execution of power sales contracts with American Municipal Power, Inc. and taking other actions in connection therewith regarding Meldahl and Greenup Hydroelectric project participation

13. **RES. NO. R-115-09** A Resolution authorizing the City Manager to execute a labor contract with Local Union 984, Ohio Council 8, American Federation of State, County, and Municipal Employees, Clerical-Technical Unit

14. **RES. NO. R-116-09** A Resolution repealing Resolution No. C-11618 and authorizing the City Manager to adopt a policy regarding use of vehicles

OTHER:

- Monthly Reports for October 2009

EXECUTIVE SESSION:

Move into Executive Session to consider pending and imminent litigation and to prepare for and review negotiations on compensation or other terms and conditions of employment for City personnel pursuant to Section 4(B) and (C) of the City Charter.

ADJOURNMENT

MINUTES
PIQUA CITY COMMISSION WORK SESSION
October 26, 2009
5:00 P.M.
201 WEST WATER STREET
PIQUA, OHIO 45356

Piqua City Commission met in a Special Work Session in the Administrative Conference Room in the Municipal Government Complex, 201 W. Water Street for a work session. Vice Mayor Fess called the meeting to order at 5:00 P.M. Also present were Commissioners Martin, Terry, and Vogt. Absent: Hudson. Also in attendance: City Manager Fred Enderle, Finance Director Cynthia Holtzapple. Law Director Stacey Wall, APTA Director Jan Koon, APTA Board President Joe Drapp, and Information Technology Director Dean Burch.

Moved by Commissioner Martin, seconded by Commissioner Terry, to excuse Mayor Hudson from the October 26, 2009 Piqua City Commission Work Session. Voice vote, Aye: Martin, Terry, Fess, and Vogt. Nay: None. Motion carried unanimously.

Purpose of the Special Meeting is to discuss the reorganization of the Public Education & Government Channel

City Manager Enderle gave a brief explanation on the need to form the Western Ohio TV Consortium and how it would benefit the City. The City of Piqua will be partnering with Edison Community College, Upper Valley JVS, and Piqua City Schools. Several meetings were conducted and they divided into four subcommittees that included: Organization Committee, Equipment Committee, Space Needs Committee, and a Finance Committee. They took road trips to look at Dayton TV and Troy TV to see how they were operating and looked into various types of equipment that would be needed to move into digital broadcasting. The studio will be located at Edison Community College, they have an existing fully equipped studio that is not currently be used and plans are to apply for a 501C3 status in the future, said Mr. Enderle.

Mr. Enderle passed out copies of a Memorandum of Understanding for Commissioners to review. Dan Ramer gave a brief explanation on how the consortium would be put together. Mr. Ramer stated this would be a partnership between the City of Piqua, Piqua City Schools, Upper Valley JVS, and Edison Community College, and would have an eleven-member board. Mr. Ramer explained how the board would be chosen and who would sit on the board. Mr. Enderle stated the Memorandum of Understanding would provide authorization to allow the City Manager to work on the set up of the by laws.

There was discussion on how much money would be required for this project, how these changes would affect Channel 5 broadcasting and the franchise agreement that is currently in place, would a channel be designated for this new channel.

City Manager Enderle passed out copies of the proposed budget and gave a brief overview of the funding and expenses. It was stated that memberships would be established with fee levels set to include; Individual Membership/Contributing Membership \$25/year; Organizational Memberships/Non-profit Memberships \$100/year; and For-profit Membership \$200/year. Members would be entitled to the use of the equipment and facilities based on their level of membership and training will be provided on the use of the equipment and editing.

APTA President Joe Drapp stated this is a great opportunity for Edison Community College, Upper Valley Joint Vocational School, and the Piqua City Schools. Commissioner Fess also stated she feels this is a wonderful idea and that it will help the APTA program grow and expand their services to the community.

There was discussion concerning the choice of the Executive Director, who would be responsible for the salary, and the role the City of Piqua would play. Mr. Enderle stated the City of Piqua is out of it, the members of the Board of Directors of the WOTVC would establish the policies and procedures. Mr. Ramer stated that the Dayton TV program has a very elaborate set of policies and guidelines they have set and follow. City Manager Enderle stated there would be no new expenses required from the City with the involvement with the consortium.

Law Director Wall explained there are no formal rules and guideline set at this time, all parties must submit their Memorandum of Understanding first, and there would be a resolution on the next City Commission meeting for the Commission to approve. The plan is to hire a director by July 2010, and move into the Edison facility in the fall of 2010. After the Memorandum of Understanding is approved by all parties Mr. Ramer and Ms. Wall will finalize the paperwork for the 501C3 status.

Chamber of Commerce President Lisa Whitaker stated the Chamber is very supportive of this Consortium, and Harry Lawhorn of Edison Community College stated he is also very excited about the new Consortium.

Vice Mayor Fess thanked Law Director Wall, Mr. Ramer, City Manager Enderle, and the Committee members for putting together all the information for the Memorandum of Understanding for the Commission to review.

Law Director Wall stated they created a consortium from the input from those who were there and everyone agreed it was a consortium. All of the entities are truly committed and dedicated and want to see this be successful, and have given great input, said Ms. Wall.

Moved by Commissioner Martin, seconded by Commissioner Terry, to adjourn from the Piqua City Commission Work Session at 6:00 P.M. Voice vote, Aye: Martin, Terry, Hudson and Vogt.
Motion carried unanimously.

THOMAS D. HUDSON, MAYOR

PASSED: _____

ATTEST: _____

REBECCA J. COOL
CLERK OF COMMISSION

**MINUTES
PIQUA CITY COMMISSION
NOVEMBER 16, 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.

REGULAR CITY COMMISSION MEETING

APPROVAL OF MINUTES

Moved by Commissioner Terry, seconded by Commissioner Vogt, that the minutes of the October 12, 2009 Piqua City Commission Work Session and the Regular City Commission Meeting of November 2, 2009 be approved. Voice vote, Aye: Hudson, Fess, Terry, Martin, and Vogt. Nay: None.

RES. NO. R-103-09

A Resolution approving the Community Diversity Committee priorities and authorizing the Committee to undertake a work program to implement projects consistent with those priorities

The five recommended programs are:

Develop signage associated with historical sketch of the Randolph/Rossville Settlement along Co. Rd. 25-A within the City and develop a working relationship with Springcreek Township, Miami County and other interest groups to explore development of the Rossville Historic site.

Solicit events and activities of note and compose a multicultural calendar for the community.

Assist and coordinate the invitation of speakers to address municipal departments and/or other organizations and groups within the city.

Partner with schools on mentoring/skill development programs.

Focus on insensitivity toward racial and religious minorities particularly among youth; understanding the implications of such insensitivities in the midst of adverse economic conditions; partner with public/parochial school systems on sensitivity awareness events for youth; and partner with clergy organizations to consider opportunities to involve the faith community.

A lengthy discussion followed concerning several of the priorities the majority of the Diversity Committee chose to recommend to the City Commission at this time.

City Manager Enderle stated he needs to get some direction from the City Commission on what they would like to do, and the areas they would like the city to focus on at this time.

There was discussion on the possibility of tabling the Resolution so the Commissioners would have more time to look at the information provided, and the requests recommended by the Diversity Committee.

Public Comment

No one came forward to speak for or against Resolution No. R-103-09.

Moved by Commissioner Vogt, seconded by Commissioner Martin, to table Resolution No. R-103-09 until January 2010. Roll call, Aye: Martin, Terry, Hudson, Fess, and Vogt. Nay: None. Motion carried unanimously. Mayor Hudson then declared Resolution No. R-103-09 tabled until January 2010.

RES. No. R-104-09

A Resolution awarding a contract for uniform & mat rental and cleaning services

There was discussion of the type of uniforms that are worn, who is responsible for cleaning and the repair of the uniforms, what departments the uniforms are supplied, and the number of uniforms each employee receives.

City Manager Enderle stated uniforms are provided to all AFSCME employees, the rental company provides the cleaning and repairs, and each employee receives 7-10 uniform sets. Having a uniform with the city logo and a name on them helps provide citizens with easy recognition of a city employee when out working in the community, said City Manager Enderle. There was also discussion on the city employees wearing florescent green city t-shirts in the summer versus their button up shirts.

Public Comment

James Cruse, Co Road 25-A, inquired if the city employees contribute anything to the cost of rental of the uniforms.

City Manger Enderle stated the city pays the cost of the rental of the uniforms as stated in the their contracts.

Moved by Commissioner Fess, seconded by Commissioner Terry, that Resolution No. R-104-09 be adopted. Roll call , Aye: Martin, Terry, Hudson, Fess, and Vogt. Nay. None. Motion carried unanimously. Mayor Hudson declared Resolution No. R-104-09 adopted.

RES. NO. R-105-09

A Resolution endorsing the existing condition assessment phase of "Going Places" – an integrated land use vision for the Miami Valley Region

Commissioner Fess stated the Going Places meeting at the YWCA was not very well attended and she was a little disappointed with only ten people there to hear the plans.

City Planner Chris Schmiesing gave a brief update on what "Going Places" is and how it will affect the City of Piqua in the future. This is a long-range plan that we are working on, and this is just Phase I of the plan, and it is the Existing Conditions Assessment that they are asking the City Commission to approve at this time, said Mr. Schmiesing.

Public Comment

No one came forward to speak for or against Resolution No. R-105-09 at this time.

Moved by Commissioner Martin, seconded by Commissioner Fess, that Resolution No. R-105-09 be adopted. Voice vote, Aye: Terry, Hudson, Martin, Vogt, and Fess. Nay: None. Motion carried unanimously. Mayor Hudson then declared Resolution No. R-105-09 adopted.

RES. No. 106-09

A Resolution awarding a contract for the purchase of a variable frequency drive for the Water Department

There was discussion on the number of bids, why a local business was not given the local preference on this project, what is a variable frequency drive, have we ever had one previously. City Manager Enderle explained the bid process, and Don Freisthler, Water Treatment Plant Superintendent

explained what a variable frequency drive is and how it works, and further stated the city has never owned a variable frequency drive.

Public Comment

No one came forward to speak for or against Resolution No. R-106-09.

Moved by Commissioner Martin, seconded by Commissioner Vogt, that Resolution No. R-106-09 be adopted. Roll call, Aye: Hudson, Fess, Vogt, Martin, and Terry. Nay: None. Motion carried unanimously. Mayor Hudson then declared Resolution No. R-106-09 adopted.

ECONOMIC DEVELOPMENT UPDATE

Presented by – Mr. Bill Murphy, Assistant City Manager/Director of Economic Development.

Mr. Murphy gave a brief power point presentation on the three separate areas of development. They include:

1. Regional Priorities
2. Prospect Activity
3. Consultant Visitation Engagements

Commissioner Fess asked Mr. Murphy to explain what a lead is and what the next step is when a lead is given to the City.

Mr. Murphy explained what a lead is and how they come to the City of Piqua.

Mayor Hudson stated he was glad to hear Mr. Murphy's update, and feels he is doing a good job and is looking forward to hearing more from him next month.

Public Comment

Lorna Swisher, Executive Director Mainstreet Piqua, gave a brief update on some of their projects and upcoming events in the Downtown area. Christmas on the Green to be held on December 4, Holy Jolly Run held on December 5, along with the Christmas Parade at 2:00 P.M. on December 5, 2009. A new business, Ken Mar Antiques has relocated in the downtown area on Main Street and is a welcome addition to the downtown stated Ms. Swisher. Ms. Swisher thanked the City for their continued support of Mainstreet Piqua.

Scott Phillips, Piqua Lockington Road congratulated Toone P's on the Plaza on their opening. Mr. Phillips also stated he was part of the Community Advisory Committee trying to put together the plan for the wastewater program. They hope to release a plan in the near future so citizens can understand what is needed. It was mentioned there is a power point presentation that might be helpful if it was to be put on the web site for viewing.

Mike Perando, Third Street, stated the Christmas lights have been put up at Rowan Park, the Shawnee Neighborhood Association has completed three home repairs, and reminded citizens the Shawnee Christmas Party will take place on November 19, 2009 at the Staunton Street School at 7:00 P.M. Mr. Perando thanked the City for working with the Shawnee Neighborhood Association.

Commissioner Vogt stated Lorna Swisher does a great job for Mainstreet Piqua, and wished everyone a happy and safe Thanksgiving.

Commissioner Martin inquired about the status of the well fields and if they would be conditioned. City Manager Enderle state the study should be complete in the near future, and yes the well fields will be conditioned.

Mayor Hudson congratulated Commissioner Fess, Commissioner Terry, and Joe Wilson on their recent victories in the November elections.

Mayor Hudson inquired as to the new pedestrian crossing sign in front of the Library. City Manager Enderle explained that Street Department Superintendent Doug Harter and Assistant Superintendent Don Seeberger located the signs and purchased them to be placed in front of the Piqua Plaza to slow traffic down for pedestrian crossing.

Mayor Hudson also inquired about the McCulloch Historical Marker on the square and the status of the new bicycle racks that are to be located in the downtown. Lorna Swisher stated the markers would be back in place soon. City Manager Enderle stated they are in the process of pouring the slabs for the racks now.

Mayor Hudson stated he wished there was a way for senior citizens to enjoy the bike path more, and reminded citizens to watch their speed on Riverside Drive now that it open.

Commissioner Vogt inquired on the status of the leaf pickup. City Manager Enderle stated they are half way through the first round.

Commissioner Fess thanked all the citizens for their votes and stated she is looking forward to being Mayor in 2010.

Commissioner Terry stated the North Parks Neighborhood Association completed several roofing projects and thanked all who participated for their hard work. The roofing materials were donated by Classic Products stated Commissioner Terry and thanked them for their donation.

Commissioner Terry reminded citizens they need to bag their leaves before taking them to the compost pile. Commissioner Terry also stated Riverside Drive is open and looks really good.

Commissioner Terry thanked all the citizens who voted for her in the November election.

City Manager Enderle stated three study sessions for budget review have been scheduled for November 23 at 6:00 PM to discuss Enterprise Funds, November 30 at 6:00 PM to discuss the General Fund and December 2 at 6:00 PM for follow-up if necessary.

EXECUTIVE SESSION

To review negotiations on compensation or other terms and conditions of employment for City personnel.

Moved by Commissioner Fess, seconded by Commissioner Terry, to adjourn into Executive Session to review negotiations on compensation or other terms and conditions of employment for City personnel at 8:45 P.M. Roll call, Aye: Fess, Vogt, Martin, Terry and Hudson. Nay: None. Motion carried unanimously.

Moved by Commissioner Martin, seconded by Commissioner Terry, to adjourn from the Executive Session at 9:15 P.M. Voice vote, Aye: Martin, Hudson, Fess, Terry, and Vogt. Nay: None. Motion carried unanimously.

Moved by Commissioner Martin, seconded by Commissioner Fess, to adjourn from the Piqua City Commission Meeting at 9:15 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. 20-09

**AN ORDINANCE REPEALING SCHEDULE A OF
CHAPTER 33 OF THE PIQUA CODE AND ADOPTING
A NEW SCHEDULE A OF CHAPTER 33 OF THE PIQUA
CODE, RELATING TO WAGES OF CERTAIN MUNICIPAL
EMPLOYEES**

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: Schedule A of Chapter 33 of the Piqua Code, as adopted by Ordinance No. 8-09, is hereby repealed; and

SEC. 2: Schedule A of Chapter 33 of the Piqua Code (appended hereto as Exhibit "D") is hereby adopted;

SEC. 3: 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

| Effective January 1, 2010 | | PAY | SCHEDULE A | | | | Exhibit D | |
|-------------------------------------|-------------------------------------|-------|------------|---------|---------|---------|-----------|---------|
| Class Code | CLASSIFICATION/TITLE | RANGE | STEP A | STEP B | STEP C | STEP D | STEP E | STEP F |
| Non-exempt positions: (hourly rate) | | | | | | | | |
| 105 | Custodian | 21 | 13.2103 | 13.871 | 14.5639 | 15.2927 | 16.0572 | 16.8603 |
| 107 | Secretary | 25 | 14.7184 | 15.4544 | 16.2271 | 17.0377 | 17.8901 | 18.7846 |
| 108 | Administrative Secretary | 29 | 15.982 | 16.781 | 17.62 | 18.5009 | 19.4258 | 20.3973 |
| 109 | Human Resources Assistant | 29 | 15.982 | 16.781 | 17.62 | 18.5009 | 19.4258 | 20.3973 |
| 110 | Executive Secretary | 36 | 17.8659 | 18.7586 | 19.6972 | 20.6814 | 21.716 | 22.8016 |
| 112 | Administrative Coordinator | 36 | 17.8659 | 18.7586 | 19.6972 | 20.6814 | 21.716 | 22.8016 |
| 120 | Police Records Clerk | 18 | 11.5999 | 12.1798 | 12.789 | 13.4281 | 14.0994 | 14.805 |
| 121 | Senior Police Records Clerk | 26 | 15.3635 | 16.1316 | 16.9384 | 17.7853 | 18.6739 | 19.6076 |
| 122 | Police Service Aide | 29 | 15.982 | 16.781 | 17.62 | 18.5009 | 19.4258 | 20.3973 |
| 600 | Police Lieutenant | 53 | 33.4657 | 33.8001 | 34.1384 | 34.4794 | 34.8243 | 35.1725 |
| Exempt positions: (weekly salary) | | | | | | | | |
| 150 | Acct. & Income Tax Mgr. | 52 | 1056.32 | 1109.11 | 1164.59 | 1222.82 | 1283.98 | 1348.16 |
| 153 | Utility Billing Office Manager | 50 | 1005.57 | 1055.85 | 1108.64 | 1164.09 | 1222.27 | 1283.38 |
| 155 | Dir.of Finance & Inc. Tax. Admin. | 67 | 1457.22 | 1530.11 | 1606.6 | 1686.92 | 1771.29 | 1859.85 |
| 157 | Purchasing Analyst II | 46 | 912.09 | 957.69 | 1005.57 | 1055.85 | 1108.65 | 1164.09 |
| 158 | Purchasing Analyst I | 43 | 784.39 | 823.61 | 864.79 | 908.03 | 953.43 | 1001.11 |
| 160 | Law Director | 67 | 1457.22 | 1530.11 | 1606.6 | 1686.92 | 1771.29 | 1859.85 |
| 165 | Human Resources Director | 58 | 1201.17 | 1261.24 | 1324.28 | 1390.49 | 1460.03 | 1533.01 |
| 171 | Community Development Director | 52 | 1056.32 | 1109.11 | 1164.59 | 1222.82 | 1283.98 | 1348.16 |
| 170 | Development Program Manager | 51 | 1030.4 | 1081.92 | 1136.02 | 1192.82 | 1252.48 | 1315.08 |
| 180 | Economic Development Director | 58 | 1201.17 | 1261.24 | 1324.28 | 1390.49 | 1460.03 | 1533.01 |
| 206 | Engineering Technician IV | 45 | 890.11 | 934.61 | 981.33 | 1030.39 | 1081.91 | 1136.01 |
| 207 | City Engineer | 58 | 1201.17 | 1261.24 | 1324.28 | 1390.49 | 1460.03 | 1533.01 |
| 208 | City Planner | 51 | 1030.4 | 1081.92 | 1136.02 | 1192.82 | 1252.48 | 1315.08 |
| 209 | Public Works Director | 67 | 1457.22 | 1530.11 | 1606.6 | 1686.92 | 1771.29 | 1859.85 |
| 307 | Director of Information Tech. | 62 | 1308.32 | 1373.75 | 1442.45 | 1514.58 | 1590.27 | 1669.78 |
| 403 | Golf Professional * | 36 | 714.63 | 750.34 | 787.89 | 827.25 | 868.64 | 912.07 |
| 402 | Recreation Coordinator | 43 | 784.39 | 823.61 | 864.79 | 908.03 | 953.43 | 1001.11 |
| 404 | Park/Recreation Manager | 45 | 890.11 | 934.61 | 981.33 | 1030.39 | 1081.91 | 1136.01 |
| 405 | Park/Recreation Superintendent | 51 | 1030.4 | 1081.92 | 1136.02 | 1192.82 | 1252.48 | 1315.08 |
| 501 | Health & Sanitation Director | 58 | 1201.17 | 1261.24 | 1324.28 | 1390.49 | 1460.03 | 1533.01 |
| 504 | Sanitarian II | 44 | 868.67 | 912.11 | 957.71 | 1005.59 | 1055.87 | 1108.67 |
| 507 | Sanitarian | 43 | 784.39 | 823.61 | 864.79 | 908.03 | 953.43 | 1001.11 |
| 510 | Code Enforcement Officer | 43 | 784.39 | 823.61 | 864.79 | 908.03 | 953.43 | 1001.11 |
| 605 | Police Deputy Chief | 63 | 1707.02 | 1724.11 | 1741.32 | 1758.75 | 1776.33 | 1794.1 |
| 610 | Police Chief | 67 | 1769.56 | 1787.27 | 1805.14 | 1823.19 | 1841.41 | 1859.85 |
| 655 | Most Sr. Asst. Fire Chief | 63 | 1653.29 | 1669.84 | 1686.51 | 1703.39 | 1720.42 | 1737.63 |
| 660 | Fire Chief | 67 | 1769.56 | 1787.27 | 1805.14 | 1823.19 | 1841.41 | 1859.85 |
| 705 | Assistant Street Superintendent | 46 | 912.09 | 957.69 | 1005.57 | 1055.85 | 1108.65 | 1164.09 |
| 706 | Street Superintendent | 51 | 1030.4 | 1081.92 | 1136.02 | 1192.82 | 1252.48 | 1315.08 |
| 810 | Water Distribution Supervisor | 44 | 868.67 | 912.11 | 957.71 | 1005.59 | 1055.87 | 1108.67 |
| 820 | Water System Superintendent | 51 | 1030.4 | 1081.92 | 1136.02 | 1192.82 | 1252.48 | 1315.08 |
| 830 | Storm Water Coordinator | 46 | 912.09 | 957.69 | 1005.57 | 1055.85 | 1108.65 | 1164.09 |
| 845 | Wastewater System Superintendent | 51 | 1030.4 | 1081.92 | 1136.02 | 1192.82 | 1252.48 | 1315.08 |
| 846 | Underground Utilities Superintender | 51 | 1030.4 | 1081.92 | 1136.02 | 1192.82 | 1252.48 | 1315.08 |
| 848 | Utilities Director | 58 | 1201.17 | 1261.24 | 1324.28 | 1390.49 | 1460.03 | 1533.01 |
| 874 | Power Plant Assistant Manager | 52 | 1056.32 | 1109.11 | 1164.59 | 1222.82 | 1283.98 | 1348.16 |
| 875 | Power Plant Manager | 57 | 1192.81 | 1252.47 | 1315.07 | 1380.84 | 1449.89 | 1522.38 |
| 881 | Associate Engineer | 52 | 1056.32 | 1109.11 | 1164.59 | 1222.82 | 1283.98 | 1348.16 |
| 890 | Power Distribution Manager | 57 | 1192.81 | 1252.47 | 1315.07 | 1380.84 | 1449.89 | 1522.38 |
| 892 | Electrical Engineer | 62 | 1347.57 | 1414.96 | 1485.72 | 1560.02 | 1637.98 | 1719.87 |
| 893 | Asst. Power System Director | 65 | 1449.89 | 1522.38 | 1598.48 | 1678.41 | 1762.32 | 1850.45 |
| 894 | Power System Director | 70 | 1590.24 | 1669.75 | 1753.25 | 1840.92 | 1932.95 | 2029.62 |
| 895 | Assistant City Manager | 67 | 1457.22 | 1530.11 | 1606.6 | 1686.92 | 1771.29 | 1859.85 |
| 896 | Asst. City Manager/Development | 67 | 1457.22 | 1530.11 | 1606.6 | 1686.92 | 1771.29 | 1859.85 |
| 897 | Asst. City Manager/Administration | 70 | 1590.24 | 1669.75 | 1753.25 | 1840.92 | 1932.95 | 2029.62 |

* Plus 50% of net margin on all sales of golf accessories & mdse.

ORDINANCE NO. 21-09

**AN ORDINANCE REPEALING EXISTING CHAPTER 33
AND ENACTING A NEW CHAPTER 33 OF THE PIQUA CODE,
RELATING TO EMPLOYEE POLICY**

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

SECTION 1: Existing Chapter 33 of the Piqua Code is hereby repealed;

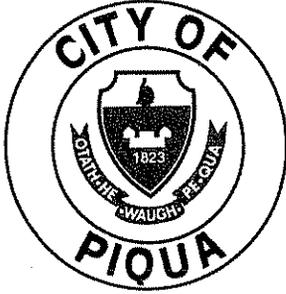
SECTION 2: Chapter 33 of the Piqua Code (appended hereto as Attachment "A") is hereby enacted;

SECTION 3: 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



HUMAN RESOURCES DEPARTMENT

Elaine G. Barton, PHR – Human Resources Director
201 West Water Street • Piqua, Ohio 45356-5001
(937) 778-2053 • FAX (937) 778-2048
E-Mail: ebarton@piquaoh.org

December 1, 2009

MEMORANDUM

To: Frederick E. Enderle, City Manager

From: Elaine G. Barton, Human Resources Director *EGB*

Re: Update to Chapter 33 of the Codified Ordinances

Attached is the revised and updated Chapter 33, Employment Policy, of the City of Piqua Codified Ordinances. The changes include those that have been discussed over the past several months with regard to benefits to be offered to new employees.

The changes are as follows:

- Section 33.02 (B)(2) – Employment Conditions – Deleted sentence regarding the “Most Senior Assistant Fire Chief” as this position is now covered within the collective bargaining agreement.
- Section 33.04 (B)(1) – Vacations - amended vacation time to reflect that employees hired after January 1, 2010 will receive a maximum of three weeks of vacation after eight years of service. Also, changed the hours in fractions to decimals.
- Section 33.04 (B) (2) – Vacations - amended to reflect that employees hired after January 1, 2010 will not be permitted to convert vacation to cash.
- Section 33.05 (D) – Sick Leave - amended to reflect that employees hired after January 1, 2010 will not be permitted to convert sick leave to vacation.
- Section 33.05 – Sick Leave – changed days to hours (one day = eight hours) to be consistent with the way in which sick leave is accrued.
- Section 33.05 (I) – Sick Leave – added to reflect that employees hired after January 1, 2010 will be eligible to cash out a maximum of 480 hours of sick leave in the case of retirement or death.

- Section 33.07 (A) – Funeral Leave – added language of “*natural, step or in-law*” to reflect current practice and in keeping with the AFSCME union contracts.
- Section 33.08 (B) – Insurance - updated language to reflect the City’s contribution to the employee’s HSA or HRA for the 2010 health insurance plan year.
- Section 33.08 (D) – Insurance – updated language to reflect the employee’s contribution toward the health insurance premium for the 2010 health insurance plan year and in (E) updated the plan year to 2010.
- Section 33.08 (F) – Insurance - updated life insurance to reflect those positions that have now been given Department Director status (City Engineer and Utilities Director) and deleted positions that are no longer filled. Deleted \$50,000 life insurance for “Most Senior Assistant Fire Chief” as this position is now covered by the collective bargaining agreement.
- Section 33.18 – Employee Suggestion Program – Deleted entire section as this program has not been funded for several years. The City is currently updating policies and procedures and will address this program within those policies.

If you should have any questions or need additional information regarding these changes to Chapter 33, please feel free to contact me.

Attachment

CHAPTER 33: EMPLOYMENT POLICY

Section

| | | | |
|-------|----------------------------------|-------|-----------------------------------|
| 33.01 | Classifications and compensation | 33.10 | Pay equalization of all employees |
| 33.02 | Employment conditions | 33.11 | Job posting |
| 33.03 | Holidays and Personal Days | 33.12 | Weekly pay |
| 33.04 | Vacations | 33.13 | Jury duty |
| 33.05 | Sick leave | 33.14 | Personnel regulations |
| 33.06 | Leave of absence | 33.15 | Police and fire supervisors |
| 33.07 | Funeral leave | 33.16 | Applicability |
| 33.08 | Insurance | 33.17 | Wage schedules adopted |
| 33.09 | Compensable injury pay | 33.18 | Employee Suggestion Program |

§ 33.01 CLASSIFICATIONS AND COMPENSATION.

The classifications and compensation of city employees shall be as set forth in the schedules attached and incorporated herein by reference.

('97 Code, § 31.01) (Ord. 13-01, passed 8-6-01)

§ 33.02 EMPLOYMENT CONDITIONS.

The following provisions shall apply to all Schedule A and A-1 employees except those covered under §33.15 of this chapter:

(A) *Merit increases and performance ratings.*

(1) Each of the pay ranges in Schedule A shall be divided into six steps, A through F. The minimum time in grade for each step before the employee is eligible for a merit increase is as follows.

- A - one year
- B - one year
- C - one year
- D - one year
- E - one year
- F - Top Step

(2) Each employee's performance will be rated by the employee's supervisor before the anniversary date the employee is eligible, by time in classification, for consideration for a merit increase. An employee must receive a performance rating of satisfactory or better to receive a merit increase. An employee denied a merit increase due to a less than satisfactory rating may request a reevaluation after 90 days from the denial of the merit increase.

(3) Performance ratings will also be considered as a factor in advancing probationary employees to regular status and for promoting or transferring employees into new classifications.

(4) Employees at the top step of their pay range will have their performance rated by their supervisor annually. An employee who receives two consecutive ratings of less than satisfactory may be demoted or discharged. Performance ratings, when completed, will be discussed with the employee. The employee is required to sign the performance rating as evidence of the fact that it has been reviewed. A copy will be given to the employee.

(B) *Overtime pay.* Non-exempt employees shall receive one and one-half their regular rate for all hours worked over 40 per week.

(1) The city may in its discretion grant compensatory time to non-exempt employees in place of cash overtime compensation, at the rate of one and one-half hours compensatory time for each hour of overtime worked, provided that the employee agrees in writing, before the performance of the overtime work, to compensatory time in place of cash overtime, and provided further that all FLSA compensatory time requirements are satisfied. No non-exempt employee may accumulate more than 240 hours of compensatory time.

(2) Exempt employees are exempt from overtime payment. However, such employees may receive compensatory time on an hour for hour basis for hours worked in excess of 45 hours per week, upon the approval of the supervisor, department head or City Manager. ~~Due to the 24 hour work schedule, the Most Senior Assistant Fire Chief will be eligible for compensatory time off on an hour for hour basis for time worked in excess of his/her regular scheduled workweek.~~ No exempt employee may accumulate more than 240 hours of compensatory time. Any compensatory time not used before separation from employment shall be forfeited.

(C) *Call-in pay.* Non-exempt employees required to report to work at a time outside the employee's normal work day will receive a minimum of two hours pay at one and one-half the employee's regular rate of pay. If the call-in requires more than two hours of work, then the employee will be paid for the hours actually worked at one and one-half the employee's regular rate of pay.

('97 Code, § 31.02)

(D) *Probationary employees.*

(1) New, rehired or promoted full-time employees will serve a one-year probationary period of close supervision and evaluation in order to assess their ability and adaptation. Probationary employment may be terminated at the will and discretion of the city without advance notice.

(2) The city may extend an employee's probationary period for a specified additional period when the city determines that an extension is necessary to thoroughly evaluate the employee's ability to perform the full scope of assigned duties in an effective and safe

manner. In these cases, the employee will be advised in writing of the extended duration of the probationary period before the conclusion of the initial probationary period.

(E) *At-will employment.*

(1) Completion of a probationary period or conferral of regular employee status shall not change an employee's status as an employee-at-will, or in any way restrict the city's right to terminate such employee or change the terms and conditions of employment. Nothing contained in this or other city policies or other material provided to employees in connection with their employment shall require the city to have just cause to terminate that employee, or otherwise restrict the city's right to terminate an employee at any time for any lawful reason.

(2) An employee's at-will status shall not be modified by any statements made by any person or by any writing available to employees or applicants in connection with their employment. No document, whether singly or combined, shall create an express or implied contract concerning any terms or conditions of employment.

(Ord. 55-97, passed 10-20-97; Am. Ord. 57-91, passed 11-4-91; Am. Ord. 18-95, passed 5-15-95; Am. Ord. 13-01, passed 8-6-01; Am. Ord. 3-04, passed 1-20-04)

§ 33.03 HOLIDAYS AND PERSONAL DAYS.

The following provisions shall apply to all Schedule A employees except those covered under §33.15 of this chapter.

(A) The following days are recognized as holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, the day before Christmas and Christmas Day.

(B) 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 will be observed as a holiday. For 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.

(C) 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 a leave of absence with pay (including paid funeral leave) shall be considered as working their regular scheduled day for purposes of this section.

(D) Eligible employees who are not scheduled to work on a designated holiday shall be paid holiday pay in an amount equal to eight hours work at their regular rate of pay. Eligible employees who work on a designated holiday shall be paid their holiday pay, plus one and one-half their regular rate of pay for all hours actually worked.

(E) Employees shall be credited with five personal leave days effective on May 1 of each year. Employees with less than one year's service with the city on May 1 shall receive a pro-rated amount of personal leave. Personal leave days may be taken only on a day mutually agreeable to the employee and the employee's supervisor. Personal leave days not taken by the following May 1 will be forfeited.

(*97 Code, § 31.03) (Am. Ord. 16-90, passed 4-16-90; Am. Ord. 43-00, passed 12-18-00; Am. Ord. 13-01, passed 8-6-01)

§ 33.04 VACATIONS.

The following provisions shall apply to all Schedule A employees except those covered under §33.15 of this chapter.

(A) For the purposes of this section, "service" shall mean service by a full-time employee of the city or any other political subdivision of the state.

(B) (1) Each regular full-time employee will receive two weeks vacation with full pay per one full year of service with the city, three weeks annual vacation with full pay after eight years of continuous service, four weeks annual vacation with full pay after 15 years of continuous service, and five weeks annual vacation with full pay after 25 years of continuous service. **Employees hired after January 1, 2010 will receive two weeks vacation with full pay per one full year of service with the city, and three weeks annual vacation with full pay after eight years of continuous service and beyond.** Vacation credit will be granted on a monthly basis as follows:

(a) An employee entitled to two weeks shall be credited with ~~6-2/3~~ **6.667** hours for each full month worked.

(b) An employee entitled to three weeks shall be credited with 10 hours for each full month worked.

(c) An employee entitled to four weeks shall be credited with ~~13-1/3~~ **13.334** hours for each full month worked.

(d) An employee entitled to five weeks shall be credited with ~~16-2/3~~ **16.3334** hours for each full month worked.

(2) Vacations must be scheduled with the employee's supervisor. The vacation period for each employee will begin on the first anniversary date of employment. In the case of retirement, resignation, dismissal, disability or death, an employee will be paid for all accumulated vacation credits.

(C) (1) Vacation credits must be used during the anniversary year that immediately follows the anniversary year during which the vacation credits were earned. Credits not used within that time will be forfeited. The City Manager may, in special and meritorious cases, permit an employee to accumulate and carry over vacation leave for an

additional time period as determined by the City Manager in his sole discretion. Vacation taken in any one continuous period shall not exceed six weeks.

(2) An employee may convert up to three weeks per calendar year to cash on an hour-for-hour basis if the employee notifies the city at least two weeks before the employee wishes the payment. **An employee hired after January 1, 2010 will not be permitted to convert vacation to cash.**

('97 Code, § 31.04) (Am. Ord. 53-87, passed 10-5-87; Am. Ord. 57-91, passed 11-4-91; Am. Ord. 35-94, passed 7-18-94; Am. Ord. 13-01, passed 8-6-01)

§ 33.05 SICK LEAVE.

The following provisions shall apply to all Schedule A and A-1 employees except those covered under §33.15 of this chapter.

(A) For the purposes of this section, "accumulated sick leave" may include up to 120 days of sick leave accumulated by a city employee during prior service with another political subdivision of the state.

(B) Regular full-time employees shall earn and accumulate sick leave credits on the basis of one and one-quarter days for each completed month of service. Regular part-time employees shall earn and accumulate sick leave credits on a pro rata basis. 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. Subject to the limitations set forth below, unused sick leave shall be cumulative beyond the year in which it was earned.

(C) In addition to absences covered by the federal Family Medical Leave Act, sick leave may be used for absences due to injury, exposure to a contagious disease and illness in the employee's immediate family. ***IMMEDIATE FAMILY*** means spouse, parent (natural, step or in-law), children 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.

(D) An employee with six or more years of service with the city may convert up to a maximum of five days in excess of 60 days accumulated sick leave for the purposes of vacation in any year. This conversion will be on the basis of one day of vacation for each one day of sick leave, without regard to when the sick leave was accumulated or credited. The employee may, at his or her option, have the same sick days converted instead into cash on the same one-for-one conversion basis during December of each year. **An employee hired after January 1, 2010 will not be permitted to convert sick leave to vacation.**

(E) For employees hired prior to January 1, 2001, accumulated sick leave up to 120 days will be payable upon permanent layoff or termination of employment other than retirement and death benefits (except discharge for theft or felony) on the following formula:

(1) Less than 8 years service: no conversion.

(2) 8 years to 15 years of service: ~~one day's~~ **eight (8) hours** pay for each three days of accumulated sick leave.

(3) 16 years to 25 years service: ~~one day's~~ **eight (8) hours** pay for each two days of accumulated sick leave.

(4) Over 25 years of service: ~~one day's~~ **eight (8) hours** pay for each day of accumulated sick leave.

(F) For employees hired before January 1, 2001, conversion of unused sick leave credited to employees who receive retirement or death benefits shall be on the basis of one day for each one day accumulated up to a maximum of ~~180 days~~ **1440 hours**.

(G) For employees hired after December 31, 2000, accumulated sick leave up to ~~60 days~~ **480 hours** will be payable upon permanent layoff or termination of employment other than retirement and death benefits (except discharge for theft or felony) on the following formula:

(1) Less than 8 years service: no conversion.

(2) 8 years to 15 years of service: ~~one day's~~ **eight (8) hours** pay for each three days of accumulated sick leave.

(3) 16 years to 25 years service: ~~one day's~~ **eight (8) hours** pay for each two days of accumulated sick leave.

(4) Over 25 years of service: ~~one day's~~ **eight (8) hours** pay for each day of accumulated sick leave.

(H) For employees hired after December 31, 2000, conversion of unused sick leave credited to employees who receive retirement or death benefits shall be on the basis of one day for each one day accumulated up to a maximum of ~~90 days~~ **720 hours**.

(I) For employees hired after January 1, 2010, conversion of unused sick leave credited to employees who receive retirement or death benefits (only) shall be on the basis of one day for each one day accumulated up to a maximum of 480 hours.

('97 Code, § 31.05) (Ord. 53-87, passed 10-5-87; Am. Ord. 57-91, passed 11-4-91; Am. Ord. 35-94, passed 7-18-94; Am. Ord. 33-00, passed 10-2-00; Am. Ord. 13-01, passed 8-6-01)

§ 33.06 LEAVE OF ABSENCE.

The following provisions shall apply to all Schedule A employees except those covered under §33.15 of this chapter.

(A) 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.

(B) 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, including, but not limited to, leaves of absence by reason of military duties, and by reason of illness or disability not caused by or induced by the actual performance of official duties, in cases where the employee has exhausted accumulated sick leave benefits. Employees returning from military service will be placed in their former classification or one of equal pay range. Seniority will accrue when the employee is on active duty; however, vacation and sick leave do not accumulate for periods beyond six months.

(C) Any leave of absence so granted may be extended or renewed for additional periods of time not to exceed one year for each extension.

(D) If deemed necessary, the City Manager may require any employee who requests or is granted a leave of absence to submit to a medical examination, by an examiner selected by the city, to determine the medical need for the leave or the ability of the employee to perform the essential functions of the employee's position upon the termination of a leave of absence. A copy of the medical report will be furnished to the employee upon request by the employee.

('97 Code, § 31.06) (Ord. 13-01, passed 8-6-01)

§ 33.07 FUNERAL LEAVE.

The following provisions shall apply to all Schedule A and A-1 employees except those covered under §33.15 of this chapter.

(A) A regular full-time employee shall be paid for eight hours at the employee's regular rate of pay due to absence caused by death in an employee's immediate family. A maximum of three days shall be allowed under this section. **IMMEDIATE FAMILY** means spouse, parent (natural, step or in-law), child, grandparent, grandchild, brother or sister (**natural, step, or in-law**). Other relatives living in the same household as the employee shall be considered as immediate family.

One day may be granted for attendance at a funeral of the following relatives: aunt, uncle, niece, or nephew .

(B) A regular part-time employee will be granted one day to attend the funeral of an immediate family member.

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

(‘97 Code, § 31.08) (Ord. 13-01, passed 8-6-01; Am. Ord. 3-04, passed 1-20-04)

§ 33.08 INSURANCE.

The following provisions shall apply to all Schedule A employees except those covered under §33.15 of this chapter.

The city will provide health insurance benefits including dependent coverage (ages 19 to 25 if a full-time student or disabled). ~~Effective January 1, 2007, t~~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.

(B) Employee HSA accounts will be funded by the City in the amount of \$2,000 \$1,500 for individual coverage and \$4,000 \$3,000 for family coverage ~~during the 2007 and 2008 plan years~~ for the 2010 plan year, by funding 1/12th of the annual total to be deposited the 1st of each month. ~~beginning January 2007.~~ Employee HRA accounts will be funded by the City in the amount of \$2,000 \$1,500 for individual coverage and \$4,000 \$3,000 for family coverage ~~during the 2007 and 2008 plan years~~ for the 2010 plan year, by funding the entire amount each year in January. ~~For the 2009 plan year, the City will fully fund employee HSA and HRA accounts if the premium increase between 2008 and 2009 does not exceed 5% (\$2,000 for individual coverage and \$4,000 for family coverage). If the increase is over 5%, the City will fund 75% of the accounts (\$1,500 for individual coverage and \$3,000 for family coverage).~~

(C) The City shall select the carrier for the HDHP annually after consulting with the Insurance Committee. The City will make every effort to maintain comparable coverage.

(D) Cost Sharing. ~~For the 2007 plan year, and employee will contribute \$8.62 weekly for individual coverage and \$25.31 weekly for family coverage. For the 2008 plan years, an employee will contribute 11% of the City’s total cost of purchasing the employee’s HDHP and funding the employee’s HSA or HRA, by weekly payroll deduction. For the 2009~~ 2010 plan year, an employee will contribute 15% of the City’s

total cost of purchasing the employee's HDHP and funding the employee's HSA or HRA, by weekly payroll deduction.

(E) Option Out. Eligible employees who decline the city offered health insurance benefits, will be entitled to receive a one-time payment per health insurance year (~~2007, 2008, 2009~~ **2010**) of \$2,000 for those eligible for family coverage and \$1,000 for individual coverage.

(F) The city shall provide and pay the necessary premium for group life insurance in an amount equal to two times (not to exceed \$180,000) salary for the following classifications: City Manager, Assistant City Manager, Finance Director, ~~Public Works Director~~ **City Engineer, Utilities Director**, Power System Director, Human Resources Director, Health and Sanitation Director, Information Technology Director, Law Director, ~~Purchasing Director, Community Development Director,~~ Economic Development Director, Police Chief and Fire Chief.; ~~\$50,000 for Most Senior Assistant Fire Chief, and \$50,000 for all other employees.~~

('97 Code, § 31.09) (Am. Ord. 16-90, passed 4-16-90; Am. Ord. 13-01, passed 8-6-01; Am. Ord. 3-04, passed 1-20-04; Am. Ord. 9-04, passed 5-20-04; Am. Ord. 29-08, passed 12-15-08)

§ 33.09 COMPENSABLE INJURY PAY.

The following provisions shall apply to all Schedule A employees except those covered under §33.15 of this chapter.

(A) *Definitions.*

COMPENSABLE INJURY. An injury to a city employee which occurs during the course of his or her employment and while the employee is performing assigned tasks, and which requires the employee to be absent from work, or which renders him or her unable to perform his or her normal duties, and which is determined to be compensable under workers' compensation regulations.

INJURY PAY. The pay provided under this section.

SICK LEAVE. Shall be the same as provided in §33.05.

WORKERS' COMPENSATION REGULATIONS. The statutes of the state concerning workers' compensation, and the rules and regulations of the Bureau of Workers' Compensation and of the Industrial Commission of Ohio presently or hereafter in force.

(B) If an employee suffers a compensable injury during the course of employment with the city and while performing an assigned task, the city will pay the difference between the employee's normal weekly wage and the weekly amount of compensation paid by the state Industrial Commission, for a period of time from one

week after the date of injury up to six months after that date. The city may, at its discretion, elect to pay the injured employee the employee's full weekly rate of pay, to take the place of the employee's receipt of temporary total disability payments.

(C) Accrued sick leave may be used for the first week of a compensable injury.

(D) The city may provide and require an employee to perform other duties, within the limitations of the injury, in place of injury pay.

('97 Code, § 31.10) (Ord. 13-01, passed 8-6-01)

§ 33.10 PAY EQUALIZATION OF ALL EMPLOYEES.

(A) All employees of the city who are not otherwise subject to Chapter 36 of this code shall have deducted from their salaries, wages, commission or other personal service compensation the applicable percentage of income tax as provided in Chapter 36, which sum shall be deposited in the income tax fund.

(B) The administrator of Chapter 36 of this code is authorized and directed, subject to the approval of the Board of Review, to adopt, promulgate, and enforce rules, regulations and agreements to the end that a nonresident employee of the city shall be obligated to pay the equivalent of only one municipal income tax.

('97 Code, § 31.11) (Ord. 13-01, passed 8-6-01)

§ 33.11 JOB POSTING.

Except as otherwise provided for those positions listed in Schedules B, C, D and E, job vacancies shall be posted for a minimum of three working days. When an examination is to be given, reasonable notice of the time and place of the examination shall be given.

('97 Code, § 31.12) (Ord. 13-01, passed 8-6-01)

§ 33.12 WEEKLY PAY.

The Director of Finance is authorized and directed to pay on a weekly basis all full-time employees and part-time employees every Friday for wages and salaries earned for the previous week ending at midnight on the Sunday before pay day. Police Department employees shall be paid every Friday for wages and salaries earned the previous week ending at midnight on the Saturday before pay day. The City may switch from paying employees on a weekly basis to paying employees once every two weeks, provided that the City gives employees at least 8 weeks notice before putting such a change into effect.

('97 Code, § 31.13) (Ord. 13-01, passed 8-6-01; Am. Ord. 3-04, passed 1-20-04)

§ 33.13 JURY DUTY.

Schedule A employees, except those covered under §33.15 of this chapter, required to serve on a jury before a court empowered by law to require that service shall be excused from duty for the time required for that service, and shall be paid the difference between jury pay and regular hourly rate of pay. Employees must present proof of the amount of jury pay received before pay for the hours absent is granted, and must report for duty whenever released from jury service.

(‘97 Code, § 31.14) (Ord. 13-01, passed 8-6-01)

§ 33.14 PERSONNEL REGULATIONS.

(A) The City Manager is authorized and directed to formulate, establish and promulgate such personnel regulations and procedures as the City Manager deems appropriate in the exercise of sound discretion to control the detailed terms and conditions of employment of employees in the classified and unclassified services of the city.

(B) The policies and procedures established pursuant to division (A) shall not be inconsistent with the terms and conditions of employment of those employees established by the Charter and ordinances of the city or other applicable law.

(‘97 Code, § 31.15) (Ord. 13-01, passed 8-6-01)

§ 33.15 POLICE AND FIRE SUPERVISORS.

(A) The Chief of Police, Deputy Police Chiefs, and Police Lieutenants are supervisory and management employees covered by Schedule A. Police Lieutenants shall have the benefits provided by the Police Lieutenants "Letter of Understanding" as approved by the City Manager. Deputy Police Chiefs and the Chief of Police shall have the benefits provided by the Deputy Police Chiefs "Letter of Understanding" as approved by the City Manager. Deputy Police Chiefs and the Chief of Police shall not be paid overtime.

(B) The Fire Chief is a supervisory and management employee covered by Schedule A, Assistant Fire Chiefs and the Fire Chief shall not be paid overtime except as approved in a memorandum of understanding or collective bargaining agreement.

(C) Due to the unique operations of the Police and Fire Departments, the Chief of Police and Fire Chief, with the prior approval of the City Manager, are authorized and directed to formulate and adopt such personnel regulations and procedures as each Chief deems appropriate in the exercise of sound discretion to control the detailed term's and conditions of employment of employees in the Police and Fire Departments. The policies and procedures adopted pursuant to this section shall not be inconsistent with the terms and conditions of employment of such employees established by the Charter, the

ordinances of the city, applicable collective bargaining agreements and other applicable law.

('97 Code, § 31.16) (Am. Ord. 16-90, passed 4-16-90; Am. Ord. 13-01, passed 8-6-01; Am. Ord. 3-04, passed 1-20-04, Am. Ord. 6-09, passed 6-15-09)

§ 33.16 APPLICABILITY.

The provisions of this chapter shall be applicable to all employees of the city except as otherwise specified herein or in any collective bargaining contract authorized by the city.

('97 Code, § 31.17) (Ord. 34-86, passed 7-21-86; Am. Ord. 20-97, passed 2-17-97; Am. Ord. 21-97, passed 3-3-97; Am. Ord. 22-97, passed 3-3-97; Am. Ord. 13-01, passed 8-6-01)

§ 33.17 WAGE SCHEDULES ADOPTED.

(A) The wages schedules listed in division (B) of this section are hereby adopted by reference and shall be treated as if set forth in full herein. Such wage schedules shall be maintained in the office of the City Manager. The City Commission may amend any schedule by adoption of an appropriate ordinance or resolution. Such ordinances or resolutions and schedules shall not be codified herein, but the City Manager, or his or her designee, shall cause the appropriate change to be made to the applicable schedule so that each schedule shall remain current. Current copies of all wage schedules shall be available for public inspection.

(B) The wage schedules of the city include the following:

Schedule A: All full-time management employees and any other full-time employees not specifically covered by any other schedule

Schedule A-1: All part-time, temporary, and seasonal employees

Schedule B: All full-time employees represented by AFSCME Local No. 984 (Blue Collar)

Schedule C: All full-time firefighters/paramedics, Fire Captains, Assistant Fire Chiefs, (except Most Senior Assistant Fire Chief).

Schedule D: All full-time sworn Police Officers represented by the Fraternal Order of Police, Ohio Labor Council, Inc.

Schedule E: All full-time employees represented by AFSCME Local No. 984 (Clerical -Technical)

(‘97 Code, Appendix: Standard Pay Range) (Ord. 21-96, passed 4-15-96; Am. Ord. 39-96, passed 8-19-96; Am. Ord. 47-96, passed 10-7-96; Am. Ord. 21-97, passed 3-3-97; Am. Ord. 22-97, passed 3-3-97; Am. Ord. 62-97, passed 12-1-97; Am. Ord. 2-98, passed 1-5-98; Am. Ord. 598, passed 2-2-98; Am. Ord. 11-98, passed 3-2-98; Am. Ord. 6-99, passed 2-15-99; Am. Ord. 1499, passed 4-19-99; Am. Ord. 26-99, passed 8-16-99; Am. Ord. 32-99, passed 10-4-99; Am. Ord. 6-00, passed 1-17-00; Am. Ord. 9-00, passed 2-7-00; Am. Ord. 15-00, passed 4-17-00; Am. Ord. 17-00, passed 5-1-00; Am. Ord. 29-00, passed 8-7-00; Am. Ord. 36-00, passed 11-20-00; Am. Ord. 13-01, passed 8-6-01; Am. Ord. 26-02, passed 10-21-02; Am. Ord. 4-03, passed 2-18-03; Am. Ord. 12-03, passed 6-2-03; Am. Ord. 3-04, passed 1-20-04)

~~§ 33.18 EMPLOYEE SUGGESTION PROGRAM.~~

~~(A) — *Overview.* The city recognizes that employees often discover ways to make improvements. Therefore, an employee suggestion program has been established to encourage employees to submit creative ideas that financially benefit a particular department of the city or the city as a whole.~~

~~(B) — *Suggestions may be considered that:* cut costs; improve productivity; increase efficiencies; improve services; improve safety; or generate revenue (without increasing taxes or fees). Suggestions must clearly support the city's Strategic Plan and/or Mission Statement (see Attachment B to Ordinance No. 8-02, passed April 15, 2002), but not reduce the level of services currently enjoyed by the citizens of Piqua.~~

~~(C) — *Suggestions must include:*~~

~~(1) — A brief description of the suggestion.~~

~~(2) — A plan for implementation.~~

~~(3) — Who will be impacted by the suggestion and how.~~

~~(4) — Who will benefit from the suggestion and how.~~

~~(5) — An estimate of cost savings.~~

~~(6) — Time line to implement the suggestion.~~

~~(D) — *Committee.*~~

~~(1) — The Suggestion Committee shall be comprised of rotating members and shall include:~~

~~(a) — Committee Chairperson — department director;~~

~~(b) — Member — department director;~~

~~(c) — Member — supervisor or director;~~

~~(d) Member supervisor;~~

~~(e) Member Bargaining Unit Representative.~~

~~(2) Members shall serve one year terms and shall be selected by the City Manager from an alphabetical list of all employees in the same member group (i.e., supervisor, director, etc.).~~

~~(3) The Committee is responsible for determining if suggestions meet the criteria to qualify for the program. If a suggestion is submitted from a department whose director sits on the Committee, the director shall excuse him/herself and request an alternate director member consider the suggestion. The input of the excused director will however be allowed. A formal report of the Committee's findings will then be submitted to the City Manager.~~

~~(E) Suggestions will not be approved if:~~

~~(1) They fall under an employee's normal job responsibilities. For example, the Director of Human Resources cannot submit a suggestion to reduce turnover by promoting a new retention plan. This is a normal job function.~~

~~(2) They have a negative impact, either direct or indirect, upon another department or area of the city, or reduce the level of services currently being enjoyed by the citizens of Piqua.~~

~~(3) They suggest something that has already occurred.~~

~~(4) The Committee has the discretion to recommend to the City Manager approval or disapproval of suggestions submitted or may add to suggestions to enhance their overall value or effectiveness.~~

~~(F) Eligibility:~~

~~(1) All city employees (including part time) are eligible to participate. Members of the Suggestion Committee who submit entries will not directly discuss their suggestion with other Committee members, but will utilize the standardized procedure of formal documentation and submission and will forfeit voting privileges.~~

~~(2) Salaried employees are eligible for rewards based upon suggestions not within their areas of responsibility or assigned duties.~~

~~(G) Reward:~~

~~(1) Minimum \$100.~~

~~(2) Maximum \$5,000.~~

~~(3) — The amount of reward is to be determined by multiplying the identified net financial benefit by 10% over a one-year period from the date of implementation. If this calculation is less than \$100, the employee will be awarded \$100. No award will exceed a maximum of \$5,000. Rewards from an implemented suggestion will not be given on a reoccurring annual basis.~~

~~(4) — In the event a suggestion is submitted by an employee that does not have an identifiable financial benefit to the city but warrants implementation, the employee shall be awarded \$25.~~

~~(H) — Procedure.~~

~~(1) — To submit a suggestion, employees must complete a Suggestion Form (attached to Ordinance No. 8-02, passed April 15, 2002), which must include a plan for implementation. After completion, the form is submitted to the Suggestion Committee Chairperson. The original suggestion is filed and a copy is sent to each committee member, and a confirmation of receipt is sent to the submitting employee(s).~~

~~(2) — Suggestions are designated as having either department-specific or general (city-wide impact). The Chairperson shall assign responsibility for analysis of the suggestion to the department director(s) who is responsible for the area the suggestion is intended to impact. The director has four weeks to make a recommendation, in writing, to the Committee Chairperson, who will then submit each suggestion and recommendation to the Suggestion Committee for review at the next Suggestion Committee meeting. Suggestions recommended for adoption will also require analysis by the Finance Department. The director reviewing the suggestion shall work with the Finance Director to develop the financial review.~~

~~(3) — The Suggestion Committee will meet monthly. When the Suggestion Committee has completed its review and has made a recommendation, the recommendation will be submitted to the City Manager for final approval. After approval of the City Manager on the recommendation, the Chairperson shall inform the employee of the decision. The determination of the City Manager will be final. Formalized minutes shall be maintained of each Suggestion Committee meeting.~~

~~(4) — Suggestions will be tracked for the suggestion date, employee name, department, idea, assignee, approval/disapproval, follow-up date for implementation, follow-up date to determine overall savings, and award amount.~~

~~(5) — Following the adoption of a suggestion, the Department Director responsible for implementing the suggestions will be notified by sending a copy of the suggestions and a copy of all backup/research material. The director responsible for implementation of a suggestion shall inform the Chairperson with the expected date of implementation.~~

~~(6) — The Committee Chairperson is responsible for following up on suggestions/implementation and reporting the status of suggestions to the committee.~~

(Ord. 8-02, passed 4-15-02)

ORDINANCE NO. 22-09
AN ORDINANCE TO MAKE APPROPRIATIONS FOR THE
CITY OF PIQUA, OHIO FOR THE YEAR 2010

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

SEC. 1: That there be appropriated from the GENERAL FUND (001)

| <u>ACCOUNT</u> | <u>2010</u> <u>APPROPRIATIONS</u> |
|--|--------------------------------------|
| <u>City Building</u> | |
| Personal Services/Administrative Support | \$50,814 |
| Operation and Maintenance | \$73,635 |
| Allocated Expenses | (\$29,340) |
| TOTAL | \$95,109 |
| <u>City Commission</u> | |
| Personal Services/Administrative Support | \$34,123 |
| Operation and Maintenance | \$44,913 |
| TOTAL | \$79,036 |
| <u>City Manager</u> | |
| Personal Services/Administrative Support | \$226,931 |
| Operation and Maintenance | \$20,311 |
| Allocated Expenses | (\$180,981) |
| TOTAL | \$66,261 |
| <u>Civil Service</u> | |
| Operation and Maintenance | \$16,300 |
| TOTAL | \$16,300 |
| <u>Engineering</u> | |
| Personal Services/Administrative Support | \$343,004 |
| Operation and Maintenance | \$30,980 |
| Allocated Expenses | (\$304,498) |
| TOTAL | \$69,486 |
| <u>Finance</u> | |
| Personal Services/Administrative Support | \$583,882 |
| Operation and Maintenance | \$24,747 |
| Allocated Expenses | (\$421,536) |
| TOTAL | \$187,093 |
| <u>Health</u> | |
| Personal Services/Administrative Support | \$346,431 |
| Operation and Maintenance | \$104,177 |
| TOTAL | \$450,608 |
| <u>Law</u> | |
| Personal Services/Administrative Support | \$192,353 |
| Operation and Maintenance | \$16,788 |
| Allocated Expenses | (\$124,648) |
| TOTAL | \$84,493 |
| <u>Planning & Zoning</u> | |
| Personal Services/Administrative Support | \$179,288 |
| Operation and Maintenance | \$34,768 |
| | \$100 |
| TOTAL | \$214,156 |
| <u>General Government</u> | |
| Operation and Maintenance | \$201,930 |
| | \$125 |
| TOTAL | \$202,055 |

2010
APPROPRIATIONS

| | |
|--|--|
| <u>Human Resources</u> | \$183,096 |
| Personal Services/Administrative Support | \$18,898 |
| Operation and Maintenance | (\$173,412) |
| Allocated Expenses | |
| TOTAL | \$28,582 |
| <u>Purchasing</u> | \$75,215 |
| Personal Services/Administrative Support | \$4,603 |
| Operation and Maintenance | (\$77,902) |
| Allocated Expenses | |
| TOTAL | \$1,916 |
| <u>Income Tax</u> | \$200,012 |
| Personal Services/Administrative Support | \$180,097 |
| Operation and Maintenance | |
| TOTAL | \$380,109 |
| <u>Transfers</u> | \$26,300 |
| Transfer to NIT Fund 104 | \$320,000 |
| Transfer to Parks Fund 105 | \$4,200,000 |
| Transfer to Safety Fund 106 | \$5,650 |
| Transfer to Forest Hill Mausoleum Fund 110 | \$42,497 |
| Transfer to Pro Piqua Fund 128 | \$543,295 |
| Transfer to Building Facility Bonds Fund 248 | \$351,095 |
| Transfer to Hotel Debt Service Fund 252 | \$130,000 |
| Transfer to Golf 409 | \$132,000 |
| Transfer to Ft. Piqua Plaza 410 | \$108,020 |
| Transfer to Swimming Pool Fund 415 | |
| TOTAL | \$5,858,857 |
| TOTAL GENERAL FUND | \$7,734,061 |
| SEC. 2: | That there be appropriated from the STREET DEPARTMENT FUND (101) |
| Personal Services/Administrative Support | \$948,448 |
| Operation and Maintenance | \$1,093,139 |
| Capital Outlay (including labor) | \$130,200 |
| TOTAL | \$2,171,787 |
| SEC. 3: | That there be appropriated from the STREET INCOME TAX FUND (103) |
| Operation and Maintenance | \$276,083 |
| Capital Outlay (including labor) | \$1,690,399 |
| Non Government/Transfers/Refunds | \$63,816 |
| TOTAL | \$2,030,298 |
| SEC. 4: | That there be appropriated from the NEIGHBORHOOD IMPROVEMENT TEAM FUND (104) |
| Personal Services/Administrative Support | \$4,424 |
| Operation and Maintenance | \$21,876 |
| TOTAL | \$26,300 |
| SEC. 5: | That there be appropriated from the PARK AND RECREATION FUND (105) |
| Personal Services/Administrative Support | \$432,941 |
| Operation and Maintenance | \$253,507 |
| Capital Outlay (including labor) | \$101,000 |
| Non Government/Transfers/Refunds | \$400 |
| TOTAL | \$787,848 |

SEC. 6: That there be appropriated from the PUBLIC SAFETY FUND (106)

009 Fire Department

| | |
|--|-------------|
| Personal Services/Administrative Support | \$3,271,165 |
| Operation and Maintenance | \$384,633 |
| Capital Outlay (including labor) | \$329,980 |
| Non Government/Transfers/Refunds | \$70,707 |

TOTAL \$4,056,485

014 Police Department

| | |
|--|-------------|
| Personal Services/Administrative Support | \$3,981,836 |
| Operation and Maintenance | \$537,999 |
| Capital Outlay (including labor) | \$198,300 |
| Non-Government/Transfers/Refunds | \$17,187 |

TOTAL \$4,735,322

TOTAL PUBLIC SAFETY \$8,791,807

SEC. 7: That there be appropriated from the PIQUA TREE FUND (107)

| | |
|-------------------------|----------|
| Operation & Maintenance | \$11,517 |
|-------------------------|----------|

TOTAL \$11,517

SEC. 8: That there be appropriated from the D.U.I. EDUCATIONAL FUND (109)

| | |
|-------------------------|---------|
| Operation & Maintenance | \$7,000 |
|-------------------------|---------|

TOTAL \$7,000

SEC. 9: That there be appropriated from the FOREST HILL MAUSOLEUM FUND (110)

| | |
|-------------------------|---------|
| Operation & Maintenance | \$5,650 |
|-------------------------|---------|

TOTAL \$5,650

SEC.10: That there be appropriated from the MADATORY DRUG FINE FUND (111)

| | |
|---------------------------|---------|
| Operation and Maintenance | \$1,800 |
|---------------------------|---------|

TOTAL \$1,800

SEC. 11: That there be appropriated from the RENEW PIQUA FUND (114)

| | |
|---------------------------|---------|
| Operation and Maintenance | \$6,914 |
|---------------------------|---------|

TOTAL \$6,914

SEC. 12: That there be appropriated from the NATIONAL STABILIZATION PROGRAM FUND (118)

| | |
|---------------------------|-----------|
| Operation and Maintenance | \$248,000 |
|---------------------------|-----------|

TOTAL \$248,000

SEC. 13: That there be appropriated from the C.H.I.P. PROGRAM INCOME FUND (119)

| | |
|---------------------------|----------|
| Operation and Maintenance | \$24,945 |
|---------------------------|----------|

TOTAL \$24,945

SEC. 14: That there be appropriated from the POLICE AUXILIARY FUND (120)

| | |
|-------------------------|---------|
| Operation & Maintenance | \$3,125 |
|-------------------------|---------|

TOTAL \$3,125

| | | |
|-----------------|--|--------------------|
| SEC. 15: | That there be appropriated from the COMMUNITY DEVELOPMENT BLOCK GRANT FUND (122) | |
| | Operation and Maintenance | \$15,600 |
| | Capital Outlay (including labor) | <u>\$85,400</u> |
| | TOTAL | \$101,000 |
| SEC. 16: | That there be appropriated from the WORKER'S COMP FUND (124) | |
| | Personal Services/Administrative Support | <u>\$275,000</u> |
| | TOTAL | \$275,000 |
| SEC. 17: | That there be appropriated from the INSURANCE RESERVE FUND (125) | |
| | Operation & Maintenance | <u>\$300,000</u> |
| | TOTAL | \$300,000 |
| SEC. 18: | That there be appropriated from the DEMOLITION DEFENSE FUND (126) | |
| | Non Government/Transfers/Refunds | <u>\$35,000</u> |
| | TOTAL | \$35,000 |
| SEC. 19: | That there be appropriated from the ENTERPRISE ZONE APPLICATION FUND (127) | |
| | Operation & Maintenance | <u>\$450</u> |
| | TOTAL | \$450 |
| SEC. 20: | That there be appropriated from the PRO PIQUA FUND (128) | |
| | Operation and Maintenance | <u>\$42,497</u> |
| | TOTAL | \$42,497 |
| SEC. 21: | That there be appropriated from the REVOLVING LOAN FUND (130) | |
| | Operation and Maintenance | <u>\$20,250</u> |
| | TOTAL | \$20,250 |
| SEC. 22: | That there be appropriated from the BROWNFIELD EPA GRANT (131) | |
| | Operation and Maintenance | <u>\$400,000</u> |
| | TOTAL | \$400,000 |
| SEC. 23: | That there be appropriated from the COMPREHENSIVE HOUSING IMPROVEMENT PROGRAM FY 2008 FUND (132) | |
| | Operation and Maintenance | <u>\$381,080</u> |
| | TOTAL | \$381,080 |
| SEC. 24: | That there be appropriated from the COMMUNITY DEVELOPMENT FUND (135) | |
| | Personal Services/Administrative Support | \$220,845 |
| | Operation and Maintenance | \$72,154 |
| | Allocated Expenses | <u>(\$292,999)</u> |
| | TOTAL | \$0 |
| SEC. 25: | That there be appropriated from the DOWNTOWN REVITALIZATION (GENERAL BUSINESS) FUND (137) | |
| | Operation and Maintenance | <u>\$200,000</u> |
| | TOTAL | \$200,000 |

| | | |
|--|--|------------------|
| SEC. 26: | That there be appropriated from the FEMA FUND (139) | |
| Personal Services/Administrative Support | | <u>\$20,000</u> |
| TOTAL | | \$20,000 |
| SEC. 27: | That there be appropriated from the ECONOMIC DEVELOPMENT REVOLVING LOAN FUND (141) | |
| Operation and Maintenance | | <u>\$200,000</u> |
| TOTAL | | \$200,000 |
| SEC. 28: | That there be appropriated from the AGRICULTURAL REVOLVING LOAN FUND (142) | |
| Operation and Maintenance | | <u>\$90,000</u> |
| TOTAL | | \$90,000 |
| SEC. 29: | That there be appropriated from the SPECIAL ASSESSMENT DEBT SERVICE FUND (202) | |
| Operation and Maintenance | | \$69,070 |
| Non Government/Transfers/Refunds | | <u>\$28,526</u> |
| TOTAL | | \$97,596 |
| SEC. 30: | That there be appropriated from the OWDA-1995 LOAN WASTEWATER DEBT SERVICE FUND (210) | |
| Non Government/Transfers/Refunds | | <u>\$506,538</u> |
| TOTAL | | \$506,538 |
| SEC. 31: | That there be appropriated from the SIB 25A NOTE '08 FUND (216) | |
| Non Government/Transfers/Refunds | | <u>\$86,343</u> |
| TOTAL | | \$86,343 |
| SEC. 32: | That there be appropriated from the SWIMMING POOL DEBT SERVICE FUND (221) | |
| Non Government/Transfers/Refunds | | <u>\$8,613</u> |
| TOTAL | | \$8,613 |
| SEC. 33: | That there be appropriated from the ELECTRIC G O BONDS DEBT SERVICE FUND (238) | |
| Non Government/Transfers/Refunds | | <u>\$404,072</u> |
| TOTAL | | \$404,072 |
| SEC. 34: | That there be appropriated from the GOLF COURSE EXPANSION G.O. BONDS DEBT SERVICE FUND (243) | |
| Non Government/Transfers/Refunds | | <u>\$170,805</u> |
| TOTAL | | \$170,805 |
| SEC. 35: | That there be appropriated from the BUILDING FACILITY G. O. BONDS DEBT SERVICE FUND (248) | |
| Non Government/Transfers/Refunds | | <u>\$545,746</u> |
| TOTAL | | \$545,746 |
| SEC. 36: | That there be appropriated from the PFDP PENSION G. O. BONDS DEBT SERVICE FUND (249) | |
| Non Government/Transfers/Refunds | | <u>\$39,688</u> |
| TOTAL | | \$39,688 |

| | | |
|-----------------|---|------------------|
| SEC. 37: | That there be appropriated from the WATER TOWER DEBT SERVICE FUND (250) | |
| | Non Government/Transfers/Refunds | <u>\$132,822</u> |
| TOTAL | | \$132,822 |
| SEC. 38: | That there be appropriated from the WATER TOWER DEBT SERVICE FUND 2006 (251) | |
| | Non Government/Transfers/Refunds | <u>\$14,351</u> |
| TOTAL | | \$14,351 |
| SEC. 39: | That there be appropriated from the HOTEL CONSTRUCTION DEBT SERVICE FUND (252) | |
| | Non Government/Transfers/Refunds | <u>\$353,112</u> |
| TOTAL | | \$353,112 |
| SEC. 40: | That there be appropriated from the INFORMATION TECHNOLOGY '08 G.O. DEBT SERVICE FUND (253) | |
| | Non Government/Transfers/Refunds | <u>\$75,466</u> |
| TOTAL | | \$75,466 |
| SEC. 41: | That there be appropriated from the EQUALIZATION TANK '08 NOTE (OWDA) DEBT SERVICE FUND (254) | |
| | Non Government/Transfers/Refunds | <u>\$413,858</u> |
| TOTAL | | \$413,858 |
| SEC. 42: | That there be appropriated from the FIRE EQUIPMENT '08 G.O. NOTE FUND (255) | |
| | Non/Government/Transfers/Refunds | <u>\$48,788</u> |
| TOTAL | | \$48,788 |
| SEC. 43: | That there be appropriated from the NORTH CO. 25A RECONSTRUCTION FUND (302) | |
| | Operation and Maintenance | \$5,917 |
| | Capital Outlay (including labor) | <u>\$11,852</u> |
| TOTAL | | \$17,769 |
| SEC. 44: | That there be appropriated from the SWIMMING POOL CONSTRUCTION FUND (323) | |
| | Non Government/Transfers/Refunds | <u>\$25</u> |
| TOTAL | | \$25 |
| SEC. 45: | That there be appropriated from the POWER SYSTEM FUND (401) | |
| | Personal Services/Administrative Support | \$2,254,734 |
| | Operation and Maintenance | \$20,893,679 |
| | Capital Outlay (including labor) | \$1,335,716 |
| | Overhead Transfers | (\$220,000) |
| | Non Government/Transfers/Refunds | <u>\$404,892</u> |
| TOTAL | | \$24,669,021 |
| SEC. 46: | That there be appropriated from the WATER SYSTEM FUND (403) | |
| | Personal Services/Administrative Support | \$1,236,972 |
| | Operation and Maintenance | \$1,548,106 |
| | Capital Outlay (including labor) | \$1,093,280 |
| | Non Government/Transfers/Refunds | <u>\$146,713</u> |
| TOTAL | | \$4,025,071 |

SEC. 47: That there be appropriated from the WASTEWATER SYSTEM FUND (404)

| | |
|--|-------------|
| Personal Services/Administrative Support | \$1,129,705 |
| Operation and Maintenance | \$1,216,515 |
| Capital Outlay (including labor) | \$1,006,900 |
| Non Government/Transfers/Refunds | \$707,613 |
| | <hr/> |
| TOTAL | \$4,060,733 |

SEC. 48: That there be appropriated from the GARBAGE AND REFUSE FUND (405)

| | |
|--|-------------|
| Personal Services/Administrative Support | \$540,631 |
| Operation and Maintenance | \$1,152,248 |
| Capital Outlay (including labor) | \$119,000 |
| | <hr/> |
| TOTAL | \$1,811,879 |

SEC. 49: That there be appropriated from the INFORMATION TECHNOLOGY FUND (408)

| | |
|--|-------------|
| Personal Services/Administrative Support | \$281,818 |
| Operation and Maintenance | \$88,030 |
| Capital Outlay (including labor) | \$1,200,000 |
| Non Government/Transfers/Refunds | \$89,998 |
| | <hr/> |
| TOTAL | \$1,659,846 |

SEC. 50: That there be appropriated from the GOLF COURSE FUND (409)

| | |
|--|-----------|
| Personal Services/Administrative Support | \$245,799 |
| Operation and Maintenance | \$303,948 |
| Non Government/Transfers/Refunds | \$186,601 |
| | <hr/> |
| TOTAL | \$736,348 |

SEC. 51: That there be appropriated from the FORT PIQUA PLAZA FUND (410)

| | |
|----------------------------------|-----------|
| Operation & Maintenance | \$223,163 |
| Non Government/Transfers/Refunds | \$3,000 |
| | <hr/> |
| TOTAL | \$226,163 |

SEC. 52: That there be appropriated from the STORM WATER UTILITY FUND (411)

| | |
|--|-------------|
| Personal Services/Administrative Support | \$322,553 |
| Operation and Maintenance | \$403,177 |
| Capital Outlay (including labor) | \$359,000 |
| | <hr/> |
| TOTAL | \$1,084,730 |

SEC. 53: That there be appropriated from the METER READERS FUND (412)

| | |
|--|-------------|
| Personal Services/Administrative Support | \$239,351 |
| Operation and Maintenance | \$26,565 |
| Allocated Expenses | (\$265,916) |
| | <hr/> |
| TOTAL | \$0 |

SEC. 54: That there be appropriated from the UTILITIES BUSINESS OFFICE FUND (413)

| | |
|--|-------------|
| Personal Services/Administrative Support | \$473,822 |
| Operation and Maintenance | \$321,074 |
| Allocated Expenses | (\$794,896) |
| | <hr/> |
| TOTAL | \$0 |

SEC. 55: That there be appropriated from the SWIMMING POOL FUND (415)

| | |
|--|-----------|
| Personal Services/Administrative Support | \$78,604 |
| Operation and Maintenance | \$78,551 |
| Capital Outlay (including labor) | \$20,000 |
| Non Government/Transfers/Refunds | \$9,558 |
| | <hr/> |
| TOTAL | \$186,713 |

| | | |
|--|---|------------------|
| SEC. 56: | That there be appropriated from the ELECTRIC METER DEPOSIT FUND (603) | |
| Non Government/Transfers/Refunds | | <u>\$210,000</u> |
| TOTAL | | \$210,000 |
| SEC. 57: | That there be appropriated from the WATER METER DEPOSIT FUND (604) | |
| Non Government/Transfers/Refunds | | <u>\$75,000</u> |
| TOTAL | | \$75,000 |
| SEC. 58: | That there be appropriated from the STORM WATER METER DEPOSIT FUND (605) | |
| Non Government/Transfers/Refunds | | <u>\$45,000</u> |
| TOTAL | | \$45,000 |
| SEC. 59: | That there be appropriated from the LAW ENFORCEMENT TRUST FUND (609) | |
| Capital Outlay (including labor) | | <u>\$11,000</u> |
| TOTAL | | \$11,000 |
| SEC. 60: | That there be appropriated from the CONSERVANCY FUND (611) | |
| Operation and Maintenance | | <u>\$46,750</u> |
| TOTAL | | \$46,750 |
| SEC. 61: | That there be appropriated from the CITY HEALTH INSURANCE FUND (614) | |
| Personal Services/Administrative Support | | \$500 |
| Operation and Maintenance | | \$3,070,000 |
| Non Government/Transfers/Refunds | | <u>\$350,000</u> |
| TOTAL | | \$3,420,500 |
| SEC. 62: | That there be appropriated from the EMPLOYEE FLEXIBLE SPENDING FUND (615) | |
| Administrative Support | | <u>\$185,000</u> |
| TOTAL | | \$185,000 |
| SEC. 63: | That there be appropriated from the WEED CUTTING FUND (735) | |
| Operation and Maintenance | | <u>\$65,000</u> |
| TOTAL | | \$65,000 |
| SEC. 64: | That there be appropriated from the RIVERSIDE DRIVE PHASE I RECONSTRUCTION FUND (753) | |
| Capital Outlay (including labor) | | <u>\$121,756</u> |
| TOTAL | | \$121,756 |
| SEC. 65: | That there be appropriated from the SAFETY EQUIPMENT RESERVE FUND (809) | |
| Non Government/Transfers/Refunds | | <u>\$357,800</u> |
| TOTAL | | \$357,800 |

SEC. 66: That the sums appropriated are actual expenditures for goods and services or other government functions performed in the calendar year 2010. Future commitments representing encumbrances of fund balance or future receipts will be appropriated in the future year when those services or goods are rendered to the city.

SEC. 67: That the sums expended from the appropriations and which are proper charges against any other department or against any person, firm or corporation which are repaid with the period covered by such appropriations shall be considered reappropriated for such original purposes; provided, that the net total of expenditures under any item of said appropriations shall not exceed the amount of the item.

SEC. 68: That the Director of Finance is hereby authorized and directed to draw her warrant upon the City Treasury for the amounts appropriated in this order when claims are properly presented and approved, the same to be chargeable to the appropriations for the year 2010 when passed and legally contracted for in conformity by law.

SEC. 69: That the Finance Director at the discretion of the City Manager make temporary advances from the General Fund to any Fund to cover temporary shortages of cash until revenues or permanent transfers become available to repay that temporary advance. That these advances shall not exceed \$650,000 in the aggregate nor extend past December 31, 2010; except those that are to be reimbursed by federal or state grant programs that were previously approved by this Commission.

SEC. 70: That all ordinances, or parts of ordinances, inconsistent with this ordinance be and they are hereby repealed.

SEC. 71: That this ordinance is declared an emergency for the immediate preservation of the public peace, health or safety in the City of Piqua and shall take effect and be in force from and after passage.

THOMAS D. HUDSON, MAYOR

PASSED: _____

ATTEST: _____

REBECCA J. COOL
CLERK OF COMMISSION
AMENDED

RESOLUTION NO. R-107-09

**A RESOLUTION ESTABLISHING A CITY COMMISSION
2010 CALENDAR OF MEETINGS**

WHEREAS, Section 4 of the City of Piqua Charter (*Meetings of Commission*) states that Commission Meetings shall be held on the first Monday in January following a regular municipal election beginning at 7:30 P.M.; and

WHEREAS, thereafter the Commission shall meet at such times as may be prescribed by ordinance or resolution, but not less frequently than once each month; and

WHEREAS, it is in the best interest of the Piqua City Commission to adopt a 2010 calendar of meetings attached hereto as Exhibit "A."

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 2010 Calendar of Meetings for the Piqua City Commission is hereby approved.

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

Exhibit "A"

COMMISSION MEETING DATES JANUARY – DECEMBER 2010

| | |
|--|--------------------|
| Monday | January 4, 2010 |
| Tuesday (Due to MLK, Jr. Day) | January 19, 2010 |
| Monday | February 1, 2010 |
| Tuesday (Due to Presidents Day) | February 16, 2010 |
| Monday | March, 1, 2010 |
| Monday | March 15, 2010 |
| Monday | April 5, 2010 |
| Monday | April 19, 2010 |
| Monday | May 3, 2010 |
| Monday | May 17, 2010 |
| Monday | June 7, 2010 |
| Monday | June 21, 2010 |
| Tuesday (Due to 4 th of July Holiday) | July 6, 2010 |
| Monday | July 19, 2010 |
| Monday | August 2, 2010 |
| Monday | August 16, 2010 |
| Tuesday (Due to Labor Day Holiday) | September 7, 2010 |
| Monday | September 20, 2010 |
| Monday | October 4, 2010 |
| Monday | October 18, 2010 |
| Monday | November 1, 2010 |
| Monday | November 15, 2010 |
| Monday | December 6, 2010 |
| Monday | December 20, 2010 |

RESOLUTION NO. R-108-09

**A RESOLUTION AMENDING THE TOTAL PAYMENT
TO POHLKAT, INC. FOR THE REMOVAL AND DISPOSAL
OF LIME RESIDUAL FROM THE LIME LAGOON AT
THE WATER PLANT**

WHEREAS, by Resolution No. R-16-09 passed on February 2, 2009, this Commission awarded the original contract to Pohlkat Inc. for the removal and disposal of lime residual from the Lime Lagoon at the Water Plant; and

WHEREAS, it is necessary to approve Change Order No. 1 (attached hereto as Exhibit "A") to increase the payment to Pohlkat, Inc. for the removal and disposal of lime residual from the Lime Lagoon at the Water Plant.

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: Change Order No. 1, which increases the total payment to Pohlkat Incorporated Inc. to a total of \$119,418.08 an increase of \$19,418.08, is hereby approved.

SEC. 2: The Finance Director is hereby authorized to draw her warrant on the appropriate account of the city treasury in payment according to this resolution.

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

Memo

Date: November 17, 2009

To: Fred Enderle, City Manager

RE: Request for City Commission Authorization to increase the purchase order to Pohlkat INC. from \$100,000 to \$119,418.08

According to resolution R-16-09 a contract was awarded to Pohlkat INC. in the amount of \$100,000 for removal of Lime Sludge for the City's Lime lagoon.

The first Sludge was hauled in May 2009. 573.94 Dry Tons were removed during this time.

The sludge hauling program started again on July 29, 2009 and was completed on August 17, 2009. During this time 3631 Dry Tons were hauled. This is the time period that the Water Superintendent had retired and the new Superintendent was coming on board.

The extra 684 Dry Tons that were hauled was due to the solids content being higher than the contractor had figured on.

In the future the contractor will deliver the daily samples directly to the WWTP to expedite the actual solids content to the contractor. This will allow a more accurate dry ton calculation on a daily basis.

Please let me know if I can furnish any further information pertaining to this matter



P.O. BOX 4337
 SIDNEY, OHIO 45365
 (937) 498-1631

September 16, 2009

City of Piqua
 Water Department
 9300 North State Route 66
 Piqua, Ohio 45356

Attn: Mr. Donald Freisthler / Water Plant Superintendent

Re: Lime Removal Project

Dear Mr. Freisthler:

Pohlkat Inc removed the lime from the City's Lime Lagoon during the 2009 year. Our PO was for \$100,000.00. While removing, we encountered an overage of \$19,418.08. This was due primary because of estimating our % of solids at a lower rate, then what was actually stated, from the samples submitted to the City. Unfortunately, we did not get the % of solids results back in a timely manner, thus removing more lime then we needed to.

Enclosed is a copy of the invoice of the overage of lime removed. If you have any further questions, please give me a call.

Sincerely,

Pohlkat Inc.

 A handwritten signature in cursive script, appearing to read "Janie Pohlman", is written over a printed name and title.

Janie Pohlman
 Secretary

JP/jp
 Enclosure

Exhibit "1"

Change Order 1

Invoice

| | |
|-----------|------|
| Date | No.# |
| 9/16/2009 | #04 |

Pohlkat Inc.
 PO Box 4337
 1130 Dingman Slagle Road
 Sidney, OH 45365

Sold To:
 City of Piqua
 201 West Water Street
 Piqua, Ohio 45356

| | |
|----------|----------------|
| P.O. No. | TERMS |
| KJ5722 | Due on receipt |
| | COP 21009 2503 |

| DESCRIPTION | AMOUNT |
|--|--------------------|
| Removed and disposed of lime from the City of Piqua's Lime Lagoon - "coverage of lime removed" - Total Amount. Due: \$19,418.08 | 19,418.08 |
| Total | \$19,418.08 |

Terms: NET 10 Days from day of invoice. A finance charge of 2% per month or 24% annual rate on accounts after 30 days.

RESOLUTION NO. R-109-09

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO CONTRACT WITH THE MIAMI COUNTY PUBLIC
DEFENDER COMMISSION**

WHEREAS, the City recognizes its responsibility to provide legal services to indigents charged with loss-of-liberty offenses under the Piqua Code; 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 proposed contract by and between the City of Piqua and the Miami County Public Defender Commission is hereby approved;

SEC. 2: The Finance Director is hereby authorized and directed to draw three warrants on the appropriate account of the city treasury in the total amount of \$20,341.13 consisting of three installments according to Section 2 of said contract;

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

CONTRACT FOR COUNTY PUBLIC DEFENDER SERVICES
TO MUNICIPAL CORPORATIONS

AGREEMENT

THIS AGREEMENT entered into between the Miami County Public Defender Commission hereinafter called the "Commission" and the City of Piqua, Ohio, hereinafter called the "City".

WHEREAS, the City recognizes its responsibilities under the laws of the State of Ohio and of the United States of America to provide legal counsel to indigent persons charged with loss of liberty offense in its Municipal Court; and

WHEREAS, the City in furtherance of the execution of its legal responsibilities, desires that the legal services of the Commission be delivered to the City's indigent citizens and others so situated:

NOW THEREFORE, the parties do mutually agree to bind themselves as follows:

1. Scope of Work.

The Commission shall in a satisfactory and proper manner under the terms and conditions contained herein, perform the following services:

Provide legal counsel to indigent persons charged with loss of liberty offenses under, by or through, the Codified Ordinances of the City of Piqua, Ohio and the Ohio Revised Code. The within representation shall include such cases filed in the Miami County Municipal Court, and/or Miami County Common Pleas Court, and Miami County Juvenile Court.

2. Compensation.

The City shall pay to the Commission a sum not to exceed Twenty Thousand Three Hundred Forty One Dollars and Thirteen Cents (\$20,341.13), which shall constitute full and complete payment for all the Commission's services during the term of this contract. Said sum shall be paid in the following manner: One Third of this contract, to wit, Six Thousand Seven Hundred Eighty Dollars and Thirty Seven Cents (\$6,780.37) shall be paid upon the execution of this contract; thereafter Commission shall be paid the balance in two equal payments of one third of the contract price, the first of said payments at the expiration of the first four (4) months of the term of this contract in the amount of Six Thousand Seven Hundred Eighty Dollars and Thirty Eight Cents (\$6780.38), and the second at the expiration of the first eight (8) months of this contract

in the same amount of Six Thousand Seven Hundred Eighty Dollars and Thirty Eight Cents (\$6780.38).

3. Term of Service.

The duration of this contract shall be for one (1) year commencing January 1, 2010, and shall terminate on December 31, 2010.

4. Non-Assignments.

The Commission shall not assign all or any part of this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld.

5. Termination.

If the Commission shall fail to fulfill in a reasonable timely and proper manner its obligations under this Agreement, or if the Commission shall substantially violate any of the covenants, agreements or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Commission of such termination and specifying an effective date thereof at least sixty (60) days before the effective date of said termination. Termination by the City shall not constitute a waiver of any other right or remedy it may have at law or in equity for breach of this Agreement by the Commission.

6. Amendments.

All amendments to this Agreement agreed upon by the parties shall be in writing and made a part of this Agreement.

7. Anti-Discrimination.

There shall be no discrimination against any employee who is employed in the work covered by this Agreement or against any application for such employment because of race, color, religion, sex or national origin. This provision shall apply to but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, raises of pay or other forms of compensation, and selection for training including apprenticeship. The Commission shall insert a similar provision in any sub-contract for services covered by this Agreement.

8. Conflicts.

Commission covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. No members of, nor delegates to, the Congress of the United States of America, and no resident Commissioner shall share in any part hereof or any benefits to arise herefrom.

9. Indigent Eligibility Standards

In determining the indigent status of all individuals receiving representation pursuant to this agreement, all applicable standards of indigency and other rules and standards established by the Ohio Public Defender Commission and the Ohio Public Defender will be followed.

10. Verification of Contract Amount

Payment by the municipality, whether by contractual amount or a fee schedule, does not exceed the fee schedule in effect and adopted by the county commissioners of the said herein county wherein the municipal corporation is located.

IN WITNESS WHEREOF, the Parties have hereunto set their hands this _____ day of _____, 20 ____.

APPROVED AS TO FORM:

MIAMI COUNTY PUBLIC
DEFENDER ASSOCIATION

BY _____
OHIO PUBLIC DEFENDER
COMMISSION

BY _____
JOHN COTNER
CHAIRMAN

CITY OF PIQUA, OHIO

BY _____

RESOLUTION NO. R-110-09

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPLY FOR CITY MEMBERSHIP TO AMERICAN
MUNICIPAL POWER INC.**

WHEREAS, Section 30.01 of the Piqua Code requires this Commission's approval for the City Manager to join trade organizations with annual membership dues in excess of \$25,000;

WHEREAS, Piqua receives wholesale Power Supply from AMP. In addition, Piqua participates in the development of long-term generation assets by AMP, Inc. including the the Prairie State Energy Campus and several hydroelectric projects thus providing the need for the City to continue membership with AMP.

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 and directed to continue the City's membership to AMP for 2010.

SEC. 2: The Finance Director is hereby authorized to draw her warrants on the appropriate account of the City treasury in payment according to this Resolution;

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

DATE: November 16, 2009
TO: Fred Enderle, City Manager
CC: Piqua Energy Board Members
Piqua City Commissioners
FROM: Ed Krieger, Power System Director
SUBJECT: AMP Membership Dues for 2010

American Municipal Power was founded in 1971 with the purpose of providing the generation, transmission and distribution of electric power and energy to its members at lower costs. This purpose is served by joint ownership of electric facilities, pooled buying power in the energy markets and pursuing additional means of generating, transmitting and distributing electric power and energy.

The original members were all located in Ohio, giving American Municipal Power-Ohio, or AMP-Ohio its name. By 2009, AMP-Ohio had grown to serve member communities in six states, thus the Board of Trustees dropped Ohio from the name to better reflect the growing geographic footprint. AMP membership now includes 128 electric municipalities located in the states of Ohio, Michigan, Pennsylvania, Virginia, Kentucky and West Virginia who in turn serve over 570,000 electric customers. AMP is owned and governed by its member communities.

AMP has been Piqua's power supplier since 2007. Piqua is also participating in several long-term generation assets under development by AMP, including the American Municipal Power Generating Station, the Prairie State Energy Campus and the Cannelton, Smithland and Willow Island hydroelectric projects. Piqua currently is a governing member of the AMP Board of Trustees.

It is my recommendation that Piqua continue membership in AMP. The Power System has included \$40,500 in the 2010 budget to cover the cost of AMP membership dues.



Ed Krieger, Power System Director

RESOLUTION NO. R-111-09

**A RESOLUTION AUTHORIZING THE CITY
PURCHASING AGENT TO PURCHASE
#2 FUEL OIL ON THE OPEN AND SPOT
MARKET**

WHEREAS, Section 34.19 of the Piqua Code permits the purchase of supplies for City departments without advertising when, in the judgment of the City Purchasing Agent, advertising would not be of any material economic benefit; and

WHEREAS, it is the judgment of the City Purchasing Agent that purchasing #2 fuel oil for the City, at the best price available when it is needed, on the open and spot market during the year 2010 without advertising, is permissible and advisable by said Section 34.19;

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 Purchasing Agent is authorized to dispense with advertising for the purchase of #2 fuel oil for the City during the year 2010 and to make said purchases at the best price available when it is needed on the open and spot market;

SEC. 2: The Finance Director is authorized to draw her warrant on the appropriate account of the city treasury from time to time to pay for said purchases.

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

DATE: November 16, 2009
TO: Fred Enderle, City Manager
CC: Piqua Energy Board Members
Piqua City Commissioners
FROM: Ed Krieger, Power System Director
SUBJECT: #2 Fuel Oil Purchases for 2010

The Power System purchases #2 fuel oil, for use in its two combustion turbine generators. In previous years these purchases have been made by obtaining quotes from various suppliers prior to placing an order. The quantity and timing of fuel burned annually fluctuates depending on the need to run the generating units. This coupled with the unpredictable fuel market makes it impractical to obtain an annual fixed cost for this commodity. Recent suppliers of fuel oil include:

- Earhart Petroleum Inc., 1494 Lytle Rd., Troy OH
- Burke Petroleum Inc., 315 W. First St., Minster OH
- Ports Petroleum Co. Inc., 1337 Blachleyville Rd., Wooster OH
- Kevin Mote Petroleum Distributor Inc., 11611 St. Rte. 571, Laura OH
- Schafer Oil Co., 9201 St. Rte. 66, Fort Loramie OH

The Power System is requesting authorization to purchase #2 fuel oil as needed for 2010 from one or more of the suppliers listed above. The Power System has included \$100,000 in the 2010 budget to cover these potential purchases.



Ed Krieger, Power System Director

RESOLUTION NO. R-112-09

A RESOLUTION RETAINING THE SERVICES OF COOPERATIVE RESPONSE CENTER, INC. TO PROVIDE PROFESSIONAL CUSTOMER CALL ANSWERING AND DISPATCH SERVICES FOR THE CITY

WHEREAS, it is deemed advisable for the City to retain the services of Cooperative Response Center, Inc. as a professional firm to provide customer call answering and dispatch services for the Power System; and

WHEREAS, the Cooperative Response Center, Inc. will provide professional services for which the solicitation of bids would, in the City Manager's judgment, be of no material benefit.

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 Cooperative Response Center, Inc. is hereby retained by the City of Piqua as a professional customer call service firm.

SEC. 2: For such services, the Cooperative Response Center, Inc. shall be paid just and reasonable fees as approved by the City Manager, incurred in rendering such services, from funds appropriated, or that may be appropriated by this Commission from time to time for such purposes until December 31, 2010;

SEC. 3: The Finance Director is authorized to draw her warrant on the appropriate account of the city treasury from time to time in payment for said services rendered;

SEC. 4: It is found and determined that all formal actions of this Commission concerning and relating to the adoption of this resolution were adopted in an open meeting of this Commission, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements;

SEC. 5: 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

DATE: November 16, 2009
TO: Fred Enderle, City Manager
CC: Piqua Energy Board Members
Piqua City Commissioners
FROM: Ed Krieger, Power System Director
SUBJECT: Cooperative Response Center

In March of 2007, the Power System began utilizing the Cooperative Response Center (CRC), headquartered in Austin, Minnesota to provide after-hours call answering and dispatch services. This arrangement was necessitated when the steam and hot water system was shut-down in December of 2006. This resulted in the elimination of shift operators who provided these same services for the Power System, although in a significantly less efficient manner.

To date, the Power System has been totally satisfied with the level of service provided by CRC, as well as the cost to provide these services. CRC was originally developed by a group of nineteen electric cooperatives in 1992. It has expanded to 263 members in 37 states. Calls are answered and dispatched from either the Austin, Minnesota or Dunlap, Tennessee Contact Centers. These centers received 2.6 million consumer calls in 2008.

The Power System is requesting authorization to retain the services of the Cooperative Response Center (CRC) to provide professional customer call and dispatch services for 2010. The Power System has included \$30,000 in the 2010 budget to cover the cost of these services.



Ed Krieger, Power System Director

RESOLUTION NO. R-113-09

A RESOLUTION RETAINING THE SERVICES OF SAWVEL AND ASSOCIATES TO PROVIDE PROFESSIONAL CONSULTING AND ENGINEERING SERVICES FOR THE CITY

WHEREAS, it is deemed advisable for the City to retain the services of Sawvel and Associates as a professional firm to provide consulting and engineering services for the Power System; and

WHEREAS, Sawvel and Associates will provide professional services for which the solicitation of bids would, in the City Manager's judgment, be of no material benefit.

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: Sawvel and Associates is hereby retained by the City of Piqua as a professional consulting and engineering firm.

SEC. 2: For such services, Sawvel and Associates shall be paid just and reasonable fees as approved by the City Manager, incurred in rendering such services, from funds appropriated, or that may be appropriated by this Commission from time to time for such purposes until December 31, 2010;

SEC. 3: The Finance Director is authorized to draw her warrant on the appropriate account of the city treasury from time to time in payment for said services rendered;

SEC. 4: It is found and determined that all formal actions of this Commission concerning and relating to the adoption of this resolution were adopted in an open meeting of this Commission, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements;

SEC. 5: 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

DATE: November 16, 2009
TO: Fred Enderle, City Manager
CC: Piqua Energy Board Members
Piqua City Commissioners
FROM: Ed Krieger, Power System Director
SUBJECT: Sawvel and Associates

Sawvel and Associates (Sawvel) is an independent consulting and engineering firm located in Findlay, Ohio. Sawvel provides services to a number of publicly owned utilities in Ohio, Indiana and Michigan. For over twenty years, Sawvel has provided the Piqua Power System with cost-of-service and rate design, advised the City on electric power supply and transmission arrangements, and made recommendations concerning Piqua's potential participation in AMP joint-venture generating projects.

I would consider the employees of Sawvel to be an extension of the Power System staff. Over the years, Sawvel employees have proven to be readily available, as well as an invaluable resource to assist with making difficult decisions related to the long-term interests of the Power System. In 2010, Sawvel will work with Piqua staff to complete the following initiatives:

- Update Long-Range (2010-2019) Business Plan
- Evaluate Market Power Purchases
- Evaluate AMP Generation Opportunities
- Evaluate AMP's "Efficiency-Smart" Energy Conservation Program
- Provide Consulting and Engineering on Additional Items as Needed

The Power System is requesting authorization to retain the services of Sawvel and Associates to provide professional consulting and engineering services in 2010. The Power System has included \$80,000 in the 2010 budget to cover the cost of these services.



Ed Krieger, Power System Director

RESOLUTION NO. R-114-09

**TO APPROVE THE FORM AND
AUTHORIZE THE EXECUTION OF POWER SALES CONTRACTS WITH
AMERICAN MUNICIPAL POWER, INC.
AND TAKING OTHER ACTIONS IN CONNECTION THEREWITH REGARDING
MELDAHL AND GREENUP HYDROELECTRIC PROJECT PARTICIPATION**

WHEREAS, the City of Piqua, Ohio (“Municipality”) owns and operates an electric utility system for the sale of electric power and associated energy for the benefit of its citizens and taxpayers; and

WHEREAS, in order to satisfy the electric power and energy requirements of its electric utility system, Municipality has heretofore purchased, or desires to purchase in the future, economical and reliable power and energy from, or arranged by, American Municipal Power, Inc. (“AMP”), of which Municipality is a member; and

WHEREAS, AMP is an Ohio nonprofit corporation, organized to own and operate facilities, or to provide otherwise, for the generation, transmission or distribution of electric power and energy, or any combination thereof, and to furnish technical services on a cooperative, nonprofit basis, for the mutual benefit of AMP members (“Members”), such Members, including Municipality, being, as of the date hereof, political subdivisions that operate municipal electric utility systems in Ohio, Kentucky, Michigan, Pennsylvania, Virginia and West Virginia; and

WHEREAS, Municipality, acting individually and through AMP with other political subdivisions of this and other states that own and operate electric utility systems, jointly, endeavors to arrange for reliable, reasonably priced supplies of electric power and energy for ultimate delivery to its customers; and

WHEREAS, it is efficient and economical to act jointly in such regard; and

WHEREAS, certain Members, including the Municipality (“Participants”), have determined they require additional, very long-term sources of reliable and environmentally sound

base load electric power and energy at reasonable costs and have requested that AMP arrange for the same by developing or otherwise acquiring interests in certain hydroelectric facilities located at locks and dams along the Ohio River; and

WHEREAS, in furtherance of this purpose, AMP and the City of Hamilton (“Hamilton”) have entered into agreements under the terms of which (i) AMP is to own, finance and construct and Hamilton is to operate the Meldahl Hydroelectric Project, FERC License No. 12667 (“Meldahl Project”), projected to have a net rated electric generating capacity of one hundred five megawatts (105 MW); and (ii) AMP has agreed to purchase from Hamilton, contingent on the Meldahl Project being declared in Commercial Operation, a forty-eight and six-tenths percent (48.6%) undivided ownership interest in the currently operating Greenup Hydroelectric Project, FERC License No. 2614, with a net rated electric generating capacity of seventy and two-tenths megawatts (70.2 MW) (the “Greenup Project” and, collectively with the Meldahl Project, the “Hydroelectric Projects”); and

WHEREAS, because AMP’s acquisition of an ownership interest in the Greenup Project is contingent upon the Meldahl Project being declared in Commercial Operation, AMP has determined to make available the Hydroelectric Projects as a package such that each Participant will participate in both the Meldahl Project and Greenup Project, although the Participant will execute separate power sales contracts for each project (individually the “Greenup PSC” and “Meldahl PSC” and, collectively, “Project PSCs”); and

WHEREAS, Members now have the right, but not the obligation, by the enactment of this Resolution (i) to authorize and request AMP to own, finance, construct and provide for the operation of the Meldahl Project (ii) to authorize and request AMP to purchase an undivided ownership interest in the Greenup Project from Hamilton and to own, finance and provide for the operation of the Greenup Project, and (iii) to execute the Project PSCs authorized below; and

WHEREAS, prior to the adoption of this Resolution, AMP has (i) informed the Municipality regarding the Meldahl developmental process and efforts undertaken by AMP to further its interests in the Hydroelectric Projects; (ii) provided the Municipality with a Feasibility Report regarding the Hydroelectric Projects; and (iii) afforded representatives of the Municipality the opportunity to ask such questions, review such data and reports, conduct such inspections and otherwise perform such investigations with respect to, as applicable, the

planning, engineering, acquisition, construction and operation of the Hydroelectric Projects and the terms and conditions of the Project PSCs authorized below as the Municipality deems necessary or appropriate in connection herewith; and

WHEREAS, after consideration of the potential risks and benefits of participating in Hydroelectric Projects and the respective Project PSCs authorized below, the Municipality has determined it is reasonable and in its best interests to proceed as authorized herein and hereby requests and authorizes AMP (i) to own, finance, construct and provide for the operation of the Meldahl Project, on behalf of the Municipality and the other Participants in accordance with the Meldahl PSC authorized below and in conjunction with similar authorizations by other AMP Members, as Participants and (ii) to purchase from Hamilton a 48.6% undivided ownership interest in the Greenup Project, the closing of such purchase being contingent upon the Meldahl Project's being declared in Commercial Operation, and to own such interest and finance such purchase and improvements to the Greenup Project on behalf of the Municipality and the other Participants in accordance with the Greenup PSC authorized below and in conjunction with similar authorizations by other AMP Members, as Participants.

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. That the Project PSCs between Municipality and AMP, substantially in the form on file with the Clerk of Commission, including Appendices thereto, are approved, and the City Manager of Municipality is hereby authorized to execute and deliver the Project PSCs, with such changes as the City Manager may approve as neither inconsistent with this Resolution nor materially detrimental to the Municipality, his or her execution of the PSCs to be conclusive evidence of such approval.

SECTION 2. That the City Manager is hereby authorized to acquire on behalf of the Municipality, as a Participant, as defined in the Project PSCs, a right to, respectively, a Meldahl Project Share, as defined in the Meldahl PSC, and a Greenup Project Share, as defined in the Greenup PSC without bid, from AMP and to execute and deliver any and all documents necessary to become a Participant in the Hydroelectric Projects pursuant to the conditions set forth herein and in the respective Project PSCs and to carry out its obligations under each.

SECTION 3. That it is further acknowledged and understood that because the Participants will determine the precise number of Meldahl and Greenup Project Shares, expressed as percentages, totaling 100%, of all such Meldahl and Greenup Project Shares, to be acquired by each Participant electing to enter into the Project PSCs, after all such Participants execute and deliver the Project PSCs, the City Manager, in connection with the execution and delivery of the Project PSCs, is authorized and directed to determine and acquire Municipality's Meldahl and Greenup Project Shares, of up to a combined total nominal amount of 2380 kilowatts and expressed as a percentage of all such Shares and, allocated approximately 60% to the Meldahl Project and 40% to the Greenup Project ("Total Combined Project Shares"), after consultation with AMP and the other Participants regarding the respective Project Shares available, credit concerns and other appropriate matters, such Project Shares to be set forth in Appendix A of the respective Project PSCs, such determination as to such Project Shares being conclusively evidenced by the adoption of Appendix A to the respective Project PSCs, as authorized therein.

SECTION 4. That in accordance with the acquisition of Municipality's respective Project Shares authorized in Section 3, Municipality's Total Combined Project Shares shall equal its Greenup Project Share, plus its Meldahl Project Share, with the Meldahl Project Share comprising of approximately sixty percent (60%) of the Total Combined Project Shares and the Greenup Project Share comprising of approximately forty percent (40%) of the Total Combined Project Shares authorized in Section 3.

SECTION 5. That the City Manager or his designee of this Municipality, as a part of such officer's official duties, is hereby appointed as Piqua's representative for any meetings or determinations of the Participants or the Participants Committee pursuant to the respective Project PSCs and is authorized and directed, acting for, in the name of and on behalf of this Municipality, to vote Municipality's respective Project Share with regard to any determinations regarding the Hydroelectric Projects as set forth in the Project PSCs.

SECTION 6. That it is found and determined that all formal actions of this City Commission concerning and relating to the passage of this Resolution were taken in conformance with applicable open meetings laws and that all deliberations of this City

Commission and of any committees that resulted in those formal actions were in compliance with all legal requirements including any applicable open meetings requirements.

SECTION 7. If any section, subsection, paragraph, clause or provision or any part thereof of this Resolution shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Resolution shall be unaffected by such adjudication and all the remaining provisions of this Resolution shall remain in full force and effect as though such section, subsection, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not, to the extent of such invalidity, been included herein.

SECTION 8. That this Resolution shall take effect at the earliest date allowed by law.

DATE: November 16, 2009
TO: Fred Enderle, City Manager
CC: Piqua Energy Board Members
Piqua City Commissioners
FROM: Ed Krieger, Power System Director
SUBJECT: Meldahl/Greenup Hydro Project Subscription

AMP is soliciting interest in the Meldahl/Greenup hydro projects. These projects are similar to the Cannelton, Smithland and Willow Island projects Piqua subscribed to back in 2007. These projects are all run of the river hydro electric plants to be located at existing Ohio River lock and dam sites. The Meldahl and Greenup lock and dams are located east of Cincinnati, Ohio and west of Huntington, West Virginia.

AMP has recommended that Piqua participate at a level of 2,380 kilowatts. Sawvel and Associates has reviewed Piqua's long-term capacity needs and also recommends Piqua participate in the Meldahl/Greenup project at the same level. It should be noted that Piqua did not receive its full requested allocation of 6,000 kilowatts in the previous hydro projects, due to overwhelming demand for these "green" projects. Run of the river hydro projects are currently more economical than wind or solar renewable electric generation alternatives. Should Piqua receive its requested allocation, over 16% of Piqua's electricity would be generated utilizing renewable resources when these projects come on line in 2014.

The Power System is requesting authorization to participate in the Meldahl/Greenup hydro electric project. Executed Power Sales Contracts are due back to AMP by 12/31/09 to ensure Piqua's participation in this project.



Ed Krieger, Power System Director

RESOLUTION NO. R-115-09

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LABOR CONTRACT WITH LOCAL UNION 984, OHIO COUNCIL 8, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, CLERICAL-TECHNICAL UNIT

WHEREAS, the City Manager has negotiated a bargaining unit contract with Local 984, Ohio Council 8, American Federation of State, County, and Municipal Employees, Clerical-Technical Unit; and

WHEREAS, said contract is just and reasonable and in the best interest of the City and its employees;

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 bargaining unit contract between the City and Local 984, Ohio Council 8, American Federation of State, County, and Municipal Employees, Clerical-Technical Unit, to be in effect from November 1, 2009 through October 31, 2012, inclusive, is hereby approved, and the City Manager is hereby authorized to execute said contract on behalf of this Commission;

SEC. 2: This resolution and wages included will replace the wages in Chapter 31, Schedule E, of the Piqua Code;

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

AGREEMENT
BETWEEN
THE CITY OF PIQUA
AND
LOCAL NO. 984 AND
OHIO COUNCIL 8, AFSCME
(CLERICAL – TECHNICAL)
11/01/09 - 10/31/12

TABLE OF CONTENTS

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

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

ARTICLE 24 NEGOTIATION PAY 28

ARTICLE 25 DURATION 28

ARTICLE 1
COOPERATION

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

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

ARTICLE 2
RECOGNITION

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

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

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

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

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

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

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

ARTICLE 3

NO STRIKE - NO LOCKOUT

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

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

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

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

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

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

ARTICLE 4 **UNION BUSINESS**

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

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

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

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

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

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

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

ARTICLE 5 **WAGES**

Section 1 Wage Rates: The hourly wage rates applicable to positions covered by this Agreement shall be increased by 0% effective November 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 November 1, 2010, and November 1, 2011, shall be subject to a wage opener.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 8 Part-time, Seasonal and Temporary Employees:

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

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

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

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

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

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

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

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

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

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

ARTICLE 6

HOLIDAYS

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

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

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

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

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

ARTICLE 7 **VACATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8

SICK LEAVE

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

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

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

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

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

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

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

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

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

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

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

Section 6 Conversion Upon Retirement or Death:

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

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

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

(B) Conversion for New Employees

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

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

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

Section 7 Sick Leave Donation:

- a. All available time (sick time, personal and vacation time) is to be exhausted before being eligible to receive donations of sick time.
- b. The recipient will receive donated hours on an as required, hourly basis only.
- c. The hours donated but not used remain with the donor. The maximum number of hours donated per employee is forty (40). Employees with a minimum of 480 hours accumulated sick leave may be allowed to donate in excess of forty (40) hours with the approval of the City Manager.
- d. The hours donated will be kept on an equity basis i.e., the number of hours credited will be based upon donor and recipient pay rate conversions to hours.
- e. Hours donated will be used in the order in which they are received.

ARTICLE 9 **INJURY PAY**

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

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

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

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

ARTICLE 10 **LEAVE OF ABSENCE**

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

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

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

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

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

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

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

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

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

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

ARTICLE 11 **ATTENDANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 12 INSURANCE

Section 1. Health Insurance.

(a) Benefits Offered. The City will offer health insurance benefits throughout the term of this Agreement including dependent coverage ages 19 to 25 if a full-time student or disabled. Effective January 1, 2007, the benefits will include a high deductible health plan (HDHP) and, at the employee's option, either a health savings account (HSA) or a health reimbursement account (HRA). The HDHP will have "network" deductibles of \$2,000 for individual coverage and \$4,000 for family coverage. Benefits will be as provided in the carrier's certificate of coverage.

For the 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.

(c) Cost Sharing. For the 2009 plan year, an employee will contribute 11% of the City's total cost of purchasing the employee's HDHP and funding the employee's HSA or HRA, by weekly payroll deduction.

(d) Option Out. Eligible employees who decline the city offered health insurance benefits, will be entitled to receive a one-time payment per health insurance year (2010, 2011, 2012) of \$2,000 for those eligible for family coverage and \$1,000 for individual coverage.

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

ARTICLE 13 **SENIORITY, LAYOFF, CALLBACKS, AND PROMOTIONS**

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

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

Section 3 Seniority shall be forfeited for the following reasons:

- a. failure to report to work within 20 calendar days after receipt of or attempted delivery of notification of recall sent to the last address supplied by the employee to the City;
- b. absence due to leave or layoff for 12 consecutive months;
- c. voluntary quit;
- d. discharge for just cause;
- e. failure to report at the end of a leave of absence or vacation without

justifiable reason; or

f. failure to report to work for three consecutive work days without calling in, unless the employee can prove that circumstances prevented him/her from calling in.

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

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

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

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

Section 6 Reinstatement: Any employee who resigns voluntarily may be reinstated upon application to any position in that same class and salary if there is a need for his/her services within two (2) years after the date of his/her resignation upon the recommendation of the supervisor and at the discretion of the City Manager.

Former employees who are reinstated under this Section are new employees for purposes of this Agreement, including without limitation, the probationary period required by Section 2 of this Article and no seniority credit is given.

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

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

ARTICLE 14 **GRIEVANCE PROCEDURE**

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

Step 1: The employee or employees will present the grievance in writing on forms provided by the Union to the department supervisor within 5 work days of the time the employee becomes aware of the alleged grievance or could reasonably be assumed to have been aware of the alleged grievance. The employee shall be accompanied by a Union representative except as provided by law. Class grievances must be filed within

5 work days of the alleged cause for the grievances. The Union will be entitled to be represented by the steward and management by the immediate supervisor, unless waived by the other side. The supervisor will schedule a meeting within five (5) work days of the conclusion of the meeting. If the employee does not refer the grievance to the next step of the grievance procedure within 5 work days after receipt of the decision rendered in this step, it shall be considered to have been satisfactorily resolved.

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

Retain one and deliver to:

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

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

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

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

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

resolved unless a written notice of a request to arbitrate is received by the City Manager within 10 days after receipt of his reply to the grievance.

Step 4: Mediation: The parties may mutually agree to use the mediation procedure through the Federal Mediation and Conciliation Service (FMCS) to resolve any differences before proceeding to arbitration. Mediation shall be non-binding upon the parties unless the parties mutually agree otherwise. If the grievance is not resolved through mediation, the Union may refer the grievance to the arbitration procedure. If not referred to the arbitration procedure within 10 calendar days after receipt of the mediator's recommendation rendered in this step, the grievance shall be considered settled. Use of the mediation step shall not impair the parties' right to arbitrate a grievance.

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

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

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

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

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

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

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

ARTICLE 15 **MANAGEMENT RESPONSIBILITIES**

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

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

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

ARTICLE 16 **LABOR-MANAGEMENT AND SAFETY COMMITTEE**

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

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

ARTICLE 17
WAIVER

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

The only exceptions are:

- a. Bargaining for a new contract to succeed this one under Article 25;
- b. Negotiations under Article 18, Effect of Law;
- c. Article 5: Wages in 2011; and
- d. Article 12: Health insurance benefits for 2012.

ARTICLE 18
EFFECT OF LAW

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

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

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

ARTICLE 19
DISCIPLINE, DEMOTION, DISCHARGE

Section 1 Discipline and Discharge: The City shall impose no discipline or discharge on an employee without just cause. A discharge grievance shall be started at Step 3, and a suspension grievance at Step 2, but with the same time limits and written requirements as for Step 1. All other disciplinary grievances will start at Step 1 in the normal way.

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

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

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

ARTICLE 20
COMPENSATORY TIME

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

ARTICLE 21
NON-DISCRIMINATION

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

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

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

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

ARTICLE 22
MISCELLANEOUS

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

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

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

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

Section 3. Eligibility and Duration: Under the Family and Medical Leave Act, an employee who has been employed by the City of Piqua for at least one year and has worked at least 1,250 hours in the previous twelve months, may take up to twelve weeks of FMLA leave during a rolling twelve-month period, for any of the following reasons: the birth and care of a son or daughter; the placement with the employee of a son or daughter for adoption or foster care; when needed to care for the employee's spouse, child, or parent with a serious health condition; or because of the employee's serious health condition that makes the employee unable to perform the functions of his or her job. A "rolling twelve-month period" means the 365 (or 366 where applicable) days immediately preceding any day the employee takes leave.

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment 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 24 **NEGOTIATION PAY**

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

ARTICLE 25 **DURATION**

This Agreement will be in effect from November 1, 2009, through 11:59 P.M. October 31, 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 FEDERAL OF STATE, COUNTY
& MUNICIPAL EMPLOYEES, AFL-CIO, AND
its LOCAL # 984

Date Signed

Date Signed

WAGE APPENDIX

EFFECTIVE NOVEMBER 1, 2009

| CLASS CODE | CLASSIFICATION TITLE | PAY RANGE | STEP A | STEP B | STEP C | STEP D | STEP E |
|------------|-----------------------|-----------|--------|--------|--------|--------|--------|
| 105 | CLERK TYPIST | 21 | 13.20 | 13.73 | 14.36 | 14.92 | 15.57 |
| 107 | SECRETARY I | 26 | 15.60 | 16.37 | 17.17 | 17.94 | 18.79 |
| 126 | CLERK CASHIER | 21 | 13.20 | 13.73 | 14.36 | 14.92 | 15.57 |
| 130 | ACCOUNT CLERK I* | 25 | 15.14 | 15.77 | 16.54 | 17.35 | 18.09 |
| 131 | ACCOUNT CLERK II* | 26 | 16.04 | 16.70 | 17.49 | 18.29 | 19.17 |
| 132 | ACCOUNT CLERK III* | 27 | 17.57 | 18.62 | 19.16 | 19.73 | 20.36 |
| 135 | ACCOUNTANT III | 32 | 19.73 | 21.06 | 21.69 | 22.39 | 23.21 |
| 201 | ENGINEERING TECH. I | 24 | 13.47 | 14.06 | 14.71 | 15.27 | 15.92 |
| 202 | ENGINEERING TECH. II | 31 | 19.17 | 20.37 | 21.06 | 21.69 | 22.39 |
| 205 | ENGINEERING TECH. III | 32 | 19.73 | 21.06 | 21.69 | 22.39 | 23.21 |
| 301 | COMPUTER PROG./OPR. | 31 | 19.17 | 20.37 | 21.06 | 21.69 | 22.39 |
| 305 | PROGRAMMER/ANALYST | 34 | 20.37 | 21.70 | 22.34 | 23.04 | 23.82 |
| 325 | TRAFFIC SIGNAL TECH. | 31 | 19.17 | 20.37 | 21.06 | 21.69 | 22.39 |

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

WAGE APPENDIX

EFFECTIVE NOVEMBER 1, 2010

| CLASS CODE | CLASSIFICATION TITLE | PAY RANGE | STEP A | STEP B | STEP C | STEP D | STEP E |
|------------|-----------------------|-----------|--------|--------|--------|--------|--------|
| 105 | CLERK TYPIST | 21 | 13.20 | 13.73 | 14.36 | 14.92 | 15.57 |
| 107 | SECRETARY I | 26 | 15.60 | 16.37 | 17.17 | 17.94 | 18.79 |
| 126 | CLERK CASHIER | 21 | 13.20 | 13.73 | 14.36 | 14.92 | 15.57 |
| 130 | ACCOUNT CLERK I* | 25 | 15.14 | 15.77 | 16.54 | 17.35 | 18.09 |
| 131 | ACCOUNT CLERK II* | 26 | 16.04 | 16.70 | 17.49 | 18.29 | 19.17 |
| 132 | ACCOUNT CLERK III* | 27 | 17.57 | 18.62 | 19.16 | 19.73 | 20.36 |
| 135 | ACCOUNTANT III | 32 | 19.73 | 21.06 | 21.69 | 22.39 | 23.21 |
| 201 | ENGINEERING TECH. I | 24 | 13.47 | 14.06 | 14.71 | 15.27 | 15.92 |
| 202 | ENGINEERING TECH. II | 31 | 19.17 | 20.37 | 21.06 | 21.69 | 22.39 |
| 205 | ENGINEERING TECH. III | 32 | 19.73 | 21.06 | 21.69 | 22.39 | 23.21 |
| 301 | COMPUTER PROG./OPR. | 31 | 19.17 | 20.37 | 21.06 | 21.69 | 22.39 |
| 305 | PROGRAMMER/ANALYST | 34 | 20.37 | 21.70 | 22.34 | 23.04 | 23.82 |
| 325 | TRAFFIC SIGNAL TECH. | 31 | 19.17 | 20.37 | 21.06 | 21.69 | 22.39 |

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

FINANCE DEPARTMENT

CASH HANDLING POLICY

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

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

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

It is the intent of this policy to emphasize the importance of consistently balancing to ensure the proper accuracy for our customers. The employee should continue to review and search for those out of balance amounts of less than \$1.00. Amounts of less than \$1.00 will not be included in the 90% proficiency minimum; however, they will continue to be documented. If proficiency drops to 75% or below when including amounts less than \$1.00, disciplinary action may result as stated in the "Failure in Proficiency/Variance" section of this policy.

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

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

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

Cash Balancing

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

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

Balancing During Absence

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

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

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

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

Cash Imbalances

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

In the event a second employee has not yet started the balancing procedure, the Accounting Division representative will assume custody of the out-of-balance money

and documents. The employee shall resume work to enable the second employee and Accounting Division designee to balance.

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

Full recovery of the exact amount will be counted as one occurrence under the proficiency calculation.

Outside Agency Errors

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

Failure in Proficiency/Variance

In the event an employee falls below a proficiency of 90 percent in balancing monthly, or surpasses a total of \$100 during a continuing 12 month period, she/he shall be subject to the following action:

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

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

RESOLUTION NO. R-116-09

**A RESOLUTION REPEALING RESOLUTION NO. C-11618
AND AUTHORIZING THE CITY MANAGER TO ADOPT A POLICY REGARDING
USE OF VEHICLES**

WHEREAS, the Commission adopted several resolutions regarding the use of vehicles and who could take a vehicle home; and

WHEREAS, in the City's efforts to cut expenses and to evaluate the effectiveness of its policies, the usage of City vehicles needs to be restricted.

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. Resolution C-11618 and all subsequent amendments are hereby repealed.

SEC. 2. The City Manager is hereby authorized to establish a policy regarding the usage of City vehicles, including whether vehicles may be taken to the employee's residence after working hours.

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