

CITY OF BLUE ASH
Interoffice Memo - City Manager's Office

TO: City Council
FROM: City Manager and Department Directors
SUBJECT: Agenda Items for the April 28 Council Meeting
DATE: April 26, 2011
COPIES: Department Directors, Press, Clerk of Council, Solicitor

This memo offers a brief description of the topics included on the April 28 Council agenda. ***As a reminder to Council as well, a “work” session with the City’s park master planning consultants is also planned during the “Miscellaneous Business” portion of this agenda, and is expected to utilize the greater part of this meeting’s time.***

9.a.1. Ordinance No. 2011-26 - Approving a collective bargaining agreement (Police patrol)

The City entered into negotiations with the Patrol Officers’ bargaining unit beginning in October 2010. After 6 months of negotiations, we have agreed to changes in the contract as are summarized below:

- Section 8.2 – Modified disciplinary action to remove “holiday compensatory time” as a pay loss that may be used for discipline, as this is no longer a pay code utilized by the City.
- Section 9.8 – Removed “tape” from the description of “recording” to allow use of current technology to create a record of predisciplinary hearings.
- Section 10.6 – Added language to extend the response period of the City Manager when rendering a decision on a grievance. The change from seven (7) days to fourteen (14) days is consistent with the timeframe the union has to file for arbitration.
- Section 10.18 – Removed holiday time and replaced it with compensatory time as a type of paid leave that an employee may use while on a leave of absence pending the resolution of court proceedings.
- Section 12.2 – Increased the length of time allowed to an employee, from seven (7) days to twenty-eight (28) days, for the placement of a statement of rebuttal or explanation in their personnel file.
- Section 12.4 – Amended the language to reflect State and Federal laws regarding the City’s responsibility to respond to a public records request that includes a union employee’s personnel record.
- Section 16.14 – The language “attempt to equally” was removed from the overtime clause as overtime needs are unpredictable, making the “equal” distribution of them among all employees impossible.
 - Subsection c. – amended to allow overtime to be offered first to the employee with the least amount of overtime regardless of whether they are on or off-duty when the offer is made.
 - Subsection d. – removed in its entirety to reflect current practice.
 - Subsections e. and f. – modified to reflect current practice.
- Section 20.1 – Wage changes are as follows: 0 % for 2011; 1% for 2012; 2% for 2013.
- Section 20.3 – The Pay Plan has been amended to include 2 additional steps – step E and step F. The ranges in between were adjusted to reflect an almost 3% increase between each one, rather than the long-standing 5% increase between each step.

Additionally, the starting salary for a newly hired Patrol Officer, step A, was reduced by approximately \$8,000, allowing the City more flexibility in the starting pay of a new Officer.

- Section 20.8 – This section was removed allowing the union members to fall under the most up-to-date version of the City’s military leave policy. Unlike the policy referred to in the old Section 20.8, the City’s most current military leave policy has been updated (and will continue to be periodically updated) to reflect the most recent changes in State and Federal law.
- Section 22.1 – Removed language requiring the City to furnish two health insurance plans, one reflecting current rates. Also moved the language referencing an employee’s ability to opt-out of insurance to Section 22.4.
- Section 22.4 – Removed language stating employees were not eligible for a monetary payment to opt-out of the insurance and replaced it with opt-out language consistent with City policy.
- Section 22.5 – Removed redundant language. See note on Section 20.8 above.
- Section 23.1 – Included footwear as an item that shall be considered part of the uniform apparel.
- Section 27.5 – Though there is no language change, under the old contract union members were not held to the disciplinary portion of Ordinance 2007-20 due to an agreement at the table. During the most recent negotiations, it was agreed that employees will be held to the disciplinary portion of Ordinance 2007-20 regarding the use of sick leave, upon signature of this current contract.
- Section 27.9 – Employees will no longer be eligible for the maximum number of call out overtime hours for their participation in a mandatory fitness exam on their off day. They will only be eligible for overtime for the time spent participating in the exam. Furthermore, Body Mass Index (BMI) was removed as a qualifying measurement to pass the fitness exam.
- Section 28.3 – Removed redundant language. See note on Section 20.8 above.
- Section 29.6 – Added a section in the Injured-On-Duty (IOD) pay clause explaining the procedure to be followed if an employee has exhausted all IOD and is yet unable to return to work.

This three-year collective bargaining agreement begins retroactively (as to pertinent sections) beginning December 24, 2010 and continues through December 21, 2013. Please direct questions regarding this ordinance to the Treasurer or City Manager.

9.a.2. Ordinance No. 2011-27 - Amending Chapter 131 of the Blue Ash Code of Ordinances

The City Manager has addressed with Council the potential impact of action being considered by the Ohio Legislature regarding Ohio’s pension systems. Several components in the proposed legislation provide a strong incentive for those employees eligible to retire to do so soon. Such may be the case for those desiring, perhaps, to work a few more years before retiring, and also for seasoned and experienced staff whose services the City intended to rely upon for several more years.

This ordinance addresses a single issue relating to the existing full-time Project Coordinator (Dan Weber) whose retirement benefits will be impacted by the planned pension system changes. He has “chosen” to retire May 31, 2011, well in advance of his intended retirement plan.

The Administration is recommending that an arrangement be permitted in which the Project Coordinator's duties may be shifted to a part-time classification upon this individual's retirement.

The Project Coordinator started working with Blue Ash when the golf course, golf course's irrigation system, and clubhouse were being built, and he has worked on golf and parks maintenance operations as well as construction projects since that time. Dan was an on-site participant in the Sports Center project, managed and maintained that operation, and also "built" the Nature Park. He played a valuable role in the design and construction, inspection, and renovation of the new Recreation Center, and has been intensely involved with all components of the golf course improvement project, including the irrigation system replacement, upcoming cart path replacement, and the Cooper Creek Event Center project elements.

It was Mr. Weber's intent to retire upon completion and commissioning of the three golf course related projects, but his plans were impacted by the likely changes to the pension system (OPERS). This approach permits Mr. Weber to continue his efforts for the benefit of the City, on a part-time basis, at an hourly rate one step lower than his existing pay rate, for an estimated term of 18 months.

This approach is consistent with the City's longer-term planning for succession, as the role played by the Project Coordinator is finite as to timing and will allow the City to continue to take advantage of the experience and project-specific tasks in which Mr. Weber is currently handling.

Please direct questions regarding this ordinance to the Parks & Recreation Director or Treasurer.

9.a.3. Ordinance No. 2011-28 - Authorizing grant of easement to Duke Energy near the Cooper Creek Event Center

Ordinance No. 2011-28 authorizes a Grant of Easement agreement with Duke Energy Ohio, Inc. to allow installation by Duke of certain underground electric/utility facilities on City property to serve the City's Cooper Creek Event Center at the Blue Ash Golf Course.

This easement (no cost to the City) will provide Duke Energy the necessary rights to install primary conductors from Duke's existing utility pole on Cooper Road through City-installed conduit on City-owned property to the location of their transformer which is to be placed at the southwest corner of the new facility. This easement also allows installation of the transformer by Duke.

The granting of such an easement was anticipated with this project, and questions related to this ordinance or the project should be directed to the Parks & Recreation Director.

9.a.4. Ordinance No. 2011-29 - Authorizing multi-year lease agreement related to the City's telephone and voicemail system

As was explained by the Treasurer in a memo provided to Council at the April 14 meeting, in 2003, the City acquired a new telephone (and voicemail) system. Since that time, the system has received several upgrades and expansions as new City facilities have been added or communications systems have been improved. Since that original installation, the Recreation Center has been constructed, and the two City facilities on Interstate Circle (housing the public works and parks maintenance operations) have been acquired and furnished with necessary "landline" telephone accommodations. The system provider was InterTel (later purchased by Mitel) who has been extremely responsive and has worked with the City very closely on maintaining the high quality and reliability required of a telephone/voice mail system for a government entity. Funding of approximately \$30,000 had been included in the 2011 budget to provide for the purchase of the next three-year maintenance contract for our existing equipment, software, and platform.

As a part of planning for the upcoming needs for telephone accommodations at the Cooper Creek Event Center, our Technology Officer (Dan Klapp) worked closely with the Mitel

representative to examine what would be the best overall approach at that time regarding our phone system, and to examine our intermediate-term needs as well. Following a careful analysis by Mr. Klapp and the Treasurer, the recommendation is that the City take an alternate path than the anticipated renewal of the maintenance agreement on the existing system. That path would be to enter into a five-year lease agreement with Mitel's leasing branch that would provide the City "credit" for the remnants of the existing installation which can be utilized; provide new equipment, upgrades, software, and telephones; accommodate the needs of the new facility at the golf course; and offer a variety of benefits – all at a monthly cost averaging about \$1,800.

The phone and voicemail components involved are included on the State's Cooperative Purchase contracts. However, after closer analysis and discussion with Mitel representatives, it was determined that purchasing the system would result in increased costs as compared to the recommended lease agreement. Although the Treasurer has never been a great fan of equipment leasing, given the ability of Mitel to utilize the depreciation write-off, the "credit" the City would get for the existing usable equipment, the inclusion of around-the-clock maintenance, free software upgrades, insurance coverage, and other benefits -- make a multi-year lease approach the Administration's recommended route. Overall, leasing appears to be the least expensive, most logical, and least disruptive approach to improving our phone service, boosting our disaster recovery capacity, upgrading to a new platform, securing new equipment, and providing for future expansion beyond that necessary for the Cooper Creek Event Center.

Ordinance No. 2011-29 authorizes the City Manager to enter into a multi-year lease agreement with Mitel Leasing, Inc. to provide new equipment, upgrades, software, and telephones for all City-owned facilities (including the multi-functional Cooper Creek Event Center/clubhouse currently under construction) for a monthly cost of \$941.03 for four months (representing 50% of the regular cost), with the remaining monthly (56) payments being \$1,882.05.

Please direct questions to the Technology Officer at dklapp@blueash.com, or to the Treasurer who will be in attendance at Thursday's meeting.

9.b.1. Ordinance No. 2011-30 - Amending Ordinance No. 2010-27 relating to the downtown traffic signal project

In May 2010, City Council approved Ordinance No. 2011-27 which awarded the bid (after following a formal bid procedure) for the Downtown Traffic Signal project to Elex, Inc. Unit prices, along with estimated quantities, for the various items anticipated for that project were attached to that ordinance.

Construction began in the fall of 2010 on the traffic signal replacement, and the need now exists to address the first change orders associated with the project. This ordinance addresses three items, as are described below:

- A lump sum in the amount of \$1,594 to adjust the style of the truncated dome related to the ADA sidewalk pads. The style of these domes, which make up the surface of the sidewalk pad, was changed from the specified inset type to replaceable wet sets to ensure that if the ramps/pads were damaged, they could be more efficiently repaired and replaced.
- A lump sum in the amount of \$7,619 to provide a larger foundation for the traffic pole at the northwest corner of Kenwood and Cooper Roads. This change was due to existing poor soil conditions found once the project was underway and was a change required by the City Engineer.
- A lump sum in the amount of \$2,033.10 to provide labor, material, and equipment to repair and place temporary wires due to corrosion of existing wires at the Hunt and Cooper Roads intersection. To allow continued operation of this traffic signal

until the new poles were placed, the contractor was required to run new wires on the outside to replace the existing corroded wires.

Ordinance No. 2011-30 authorizes payment to Elex for these three change orders for a total amount not to exceed \$11,246.10. Please direct questions regarding this ordinance to the Public Works Director.