


June 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5 COUNCIL AND CAUCUS 7:00 STORM WATER, STREETS, & UTILITIES 6:00	6 PLANNING COMMISSION 7:00 CAUCUS 6:45	7	8	9
10	11 CIVIL SERVICE COMM 4:00 (COMMUNITY ROOM #2)	12 CIVIL SERVICE COMM 4:00 (COMMUNITY ROOM #2)	13	14	15	16
17 <i>FATHER'S DAY</i> 	18	19 COUNCIL AND CAUCUS 7:00 B&BC, FINANCE & SAFETY 6:00	20 BZA 7:00 CAUCUS 6:45	21 BZA 7:00 CAUCUS 6:45	22	23
24	25	26 REC BOARD 6:00	27	28	29	30

All meetings will be held at City Hall 14600 State Road, unless otherwise noted.

July 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3 COUNCIL AND CAUCUS 7:00 STORM WATER, STREETS, & UTILITIES 6:00	4 <i>JULY 4TH</i> 	5 PLANNING COMMISSION 7:00 CAUCUS 6:45	6	7
8	9 CIVIL SERVICE COMM 4:00 (COMMUNITY ROOM #2)	10	11	12	13	14
15	16	17 COUNCIL AND CAUCUS 7:00 B&BC, FINANCE & SAFETY 6:00	18 BZA 7:00 CAUCUS 6:45	19 BZA 7:00 CAUCUS 6:45	20	21
22	23	24	25	26	27	28
29	30	31 REC BOARD 6:00				

All meetings will be held at City Hall 14600 State Road, unless otherwise noted.

**NORTH ROYALTON CITY COUNCIL
A G E N D A
JUNE 19, 2018**

7:00 p.m. Caucus

Council Meeting 7:00 p.m.

REGULAR ORDER OF BUSINESS

1. Call to Order.
2. Opening Ceremony (Pledge of Allegiance).
3. Roll Call.
4. Approval of Consent Agenda: Items listed under the Consent Agenda are considered routine. Each item will be read individually into the record and the Consent Agenda will then be enacted as a whole by one motion and one roll call. There will be no separate discussion of these items. If discussion by Council is desired on any Consent Agenda item, or if discussion is requested by the public on any legislative item on the Consent Agenda, that item will be removed from the Consent Agenda and considered in its normal sequence under the Regular Order of Business.
 - a. Approval of Minutes: June 5, 2018
 - b. Motion to authorize the Mayor and City Engineer to advertise for bids for the 2018 Road Rehabilitation Program.
 - c. Legislation: Introduce, suspend rules requiring 3 readings and referral to committee, and adopt those legislative items indicated with an asterisk (*).
5. Communications.
6. Mayor's Report.
7. Department Head Reports.
8. President of Council's Report.
9. Committee Reports:

Building & Building Codes	John Nickell
Finance	Larry Antoskiewicz
Review & Oversight	Dan Kasaris
Safety	Dan Langshaw
Storm Water	Gary Petrusky
Streets	Cheryl Hannan
Utilities	Paul Marnecheck
10. Report from Council Representatives to regulatory or other boards:

Board of Zoning Appeals	Dan Kasaris
Planning Commission	Larry Antoskiewicz
Recreation Board	Paul Marnecheck
11. Public Discussion: Five minute maximum, on current agenda legislation only.
12. LEGISLATION

THIRD READING CONSIDERATION

1. **18-58** - AN ORDINANCE ESTABLISHING RATES OF COMPENSATION FOR THE CITY OF NORTH ROYALTON NON-UNION EMPLOYEES DURING CALENDAR YEAR 2018, AND DECLARING AN EMERGENCY. **First reading May 1, 2018. Second reading May 15, 2018.**
2. **18-60** - AN ORDINANCE AUTHORIZING THE DIRECTOR OF FINANCE TO CERTIFY TO THE AUDITOR OF CUYAHOGA COUNTY THE UNPAID DELINQUENT SEWER CHARGES FOR LEVY AND COLLECTION, AND DECLARING AN EMERGENCY. **First reading May 15, 2018. Second reading June 5, 2018.**

FIRST READING CONSIDERATION

- * 1. **18-66** - A RESOLUTION ACCEPTING THE RECOMMENDATIONS OF THE TAX INCENTIVE REVIEW COUNCIL ON THE CITY OF NORTH ROYALTON'S ENTERPRISE ZONE AGREEMENTS, AND DECLARING AN EMERGENCY.
2. **18-67** - AN ORDINANCE GRANTING A SIMILAR USE PERMIT TO KRISTI PIANKA OF HOLLYWOOD HOUNDS PET SPA AND ARIELLE SCAVNICKY OF CLEVELAND GROOMING ACADEMY ON BEHALF OF PROPERTY OWNER DEMETRIOS FRANGIAS OF K&F PROPERTY TO OPERATE A PET GROOMING BUSINESS AT 13513 W. 130th STREET, PPN 483-07-001, LOCAL BUSINESS ZONING, AND DECLARING AN EMERGENCY.
3. **18-68** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE FRATERNAL ORDER OF POLICE (FOP), LODGE 15 (CORRECTIONS), AND DECLARING AN EMERGENCY.
4. **18-69** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE FRATERNAL ORDER OF POLICE, LODGE 15 (POLICE DEPARTMENT RECORDS ROOM CLERICAL STAFF, MAINTENANCE STAFF, AND ANIMAL CONTROL OFFICERS), AND DECLARING AN EMERGENCY.
5. **18-70** - AN ORDINANCE AMENDING ORDINANCE 10-103, STAFFING AND CLASSIFICATION PLAN FOR THE VARIOUS DEPARTMENTS OF THE CITY OF NORTH ROYALTON, SECTION 4 FINANCE DEPARTMENT, SECTION 7 POLICE DEPARTMENT, SECTION 8 LAW DEPARTMENT AND SECTION 12 MAYOR'S OFFICE, AND DECLARING AN EMERGENCY.
6. **18-71** - AN ORDINANCE AMENDING ORDINANCE 15-119 ESTABLISHING VARIOUS BENEFITS FOR ALL FULL TIME NON UNION EMPLOYEES OF THE CITY OF NORTH ROYALTON, SECTION 4 INSURANCE AND SECTION 11 OVERTIME FOR NON SALARIED PERSONNEL, AND DECLARING AN EMERGENCY.
7. **18-72** - AN ORDINANCE AMENDING ORDINANCE 14-141 ESTABLISHING VARIOUS BENEFITS FOR REGULAR PART TIME EMPLOYEES OF THE CITY OF NORTH ROYALTON, SECTION 1 AND SECTION 6, AND DECLARING AN EMERGENCY.
8. **18-73** - AN ORDINANCE AMENDING THE ORIGINAL APPROPRIATION ORDINANCES 17-132, 18-15, 18-25 AND 18-54 FOR THE FISCAL YEAR ENDING DECEMBER 31, 2018 BY TRANSFERRING APPROPRIATIONS AND MAKING ADDITIONAL APPROPRIATIONS, AND DECLARING AN EMERGENCY.
13. Miscellaneous.
14. Adjournment.

A RESOLUTION ACCEPTING THE RECOMMENDATIONS OF THE TAX INCENTIVE REVIEW COUNCIL ON THE CITY OF NORTH ROYALTON’S ENTERPRISE ZONE AGREEMENTS, AND DECLARING AN EMERGENCY

WHEREAS: Council has received and reviewed the recommendations for the city’s three (3) active Enterprise Zone Agreements from the Tax Incentive Review Council; and

WHEREAS: Council desires to approve these recommendations.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. The Council of the City of North Royalton hereby approves the following recommendations for the city’s three (3) Enterprise Zone Agreements made by the Tax Incentive Review Council as follows:

- A. Continuance of the following agreement due to compliance:
 - 1. Laztech Real Estate, LLC (agreement dated 2007)
 - 2. Laztech Real Estate, LLC (agreement dated 2011)
 - 3. Stuehr Properties, LLC/Induction Tooling, Inc.

Section 2. The Director of Legislative Services is directed to transmit a certified copy of this Resolution to: Matthew Sutherland, Ohio Department of Development, 77 South High Street, P.O. Box 1001, Columbus, OH 43216-1001, and Joseph Micciulla, Tax Incentive Review Council Chair, Supervisor Tax Abatement/New Construction, Office of the Fiscal Officer, 1219 Ontario Street, Cleveland, OH 44113.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to approve the recommendations for the city’s three (3) active Enterprise Zone Agreements from the Tax Incentive Review Council.

THEREFORE, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take affect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____

DATE APPROVED: _____

ATTEST: _____

DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

AN ORDINANCE GRANTING A SIMILAR USE PERMIT TO KRISTI PIANKA OF HOLLYWOOD HOUNDS PET SPA AND ARIELLE SCAVNICKY OF CLEVELAND GROOMING ACADEMY ON BEHALF OF PROPERTY OWNER DEMETRIOS FRANGIAS OF K&F PROPERTY TO OPERATE A PET GROOMING BUSINESS AT 13513 W. 130th STREET, PPN 483-07-001, LOCAL BUSINESS ZONING, AND DECLARING AN EMERGENCY

- WHEREAS: Kristi Pianka of Hollywood Hounds Pet Spa and Arielle Scavnicky of Cleveland Grooming Academy on behalf of property owner Demetrios Frangias of K&F Property has submitted an application for a Similar Use Permit for a pet grooming business to be located at 13513 W. 130th Street, PPN 483-07-001, Local Business Zoning; and
- WHEREAS: The Planning Commission recommended approval of this application at their meeting on June 6, 2018; and
- WHEREAS: Pursuant to NRCO 1262.07 Council has the authority to approve or disapprove such applications; and
- WHEREAS: Council desires to approve this application.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. Council hereby approves the application of Kristi Pianka of Hollywood Hounds Pet Spa and Arielle Scavnicky of Cleveland Grooming Academy on behalf of property owner Demetrios Frangias of K&F Property for a Similar Use Permit for a pet grooming business to be located at 13513 W. 130th Street, PPN 483-07-001, Local Business Zoning.

Section 2. This Similar Use Permit is approved only for the uses stated herein.

Section 3. The Law Department shall prepare the Similar Use Permit which shall, at a minimum, include therein any conditions imposed by the Planning Commission or this Council in compliance with all provisions of the Planning and Zoning Code of the City of North Royalton.

Section 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that this Council desires to immediately approve this Similar Use Permit application.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:



City of North Royalton

Mayor Robert A. Stefanik

Planning Commission

11545 Royalton Road, North Royalton, OH 44133

PC 18-14

Phone: 440-582-3001

Email: dveverka@northroyalton.org

Fax: 440-582-3089

CITY OF NORTH ROYALTON PLANNING COMMISSION PUBLIC HEARING LEGAL NOTICE

Pursuant to North Royalton Codified Ordinance 1220.06, notice is given that the Planning Commission of the City of North Royalton, Ohio, will hold a **Public Hearing** on **Wednesday, June 6, 2018** at 7:00 p.m. local time in the Council Chambers at City Hall, 14600 State Road, upon the following subjects submitted for approval by the Planning Commission:

Kristi Pianka of Hollywood Hounds Pet Spa and **Arielle Scavnicky of Cleveland Grooming Academy** are requesting a similar use determination as set forth in C.O. 1276.03(b), 1262.08(b), in order to operate a pet grooming business in Town Center Plaza (K & F Property Town Center LLC) 13513 West 130th Street, also known as PPN: 483-07-001, which is located in a Local Business District.

Plans, specifications and other documentation are on file at the Building Division, City of North Royalton Service Center, 11545 Royalton Road, for review by interested parties. Anyone wishing to be heard on the subject of this application may obtain a Public Hearing form at the City of North Royalton Service Center to express written views or may appear at the time and place set forth and will be heard then and there or at such time as the **Planning Commission** shall determine. Anyone wishing their complete verbal presentation to be incorporated in the Minutes shall furnish the Secretary with a printed copy of said statement.

PLANNING COMMISSION
NORTH ROYALTON, OHIO

Diane Veverka
Planning Commission Secretary
City of North Royalton, Ohio

5-22-18



City of North Royalton

Mayor Robert A. Stefanik

Community Development, Building Division

Dan Kulchytsky Building Commissioner

11545 Royalton Road, North Royalton, OH 44133

Fax: 440-582-3089

Phone: 440-582-3000

CITY OF NORTH ROYALTON PLANNING COMMISSION APPLICATION

1. This request is made for the following property:

Address: 13513 W. 130th
Occupant, Business or Tenant (if applicable): Tenant
Permanent Parcel Number: 483-07-001
Zoning District and Ward: Local Business

2. Property Owner:

Name: Demetrios Frangias
Name of Business (if applicable): K & F Property
Address: 8111 Broadview rd.
Phone: 216-310-1879
City, State and Postal Code: Broadview Hts. OH 44147
Email (electronic mail): KandFProperties@aol.com

3. This request is being made by the following responsible party (Owner / Authorized Representative):

Name: Kristi Pianka, Arielle Scavricky
Name of Business (if applicable): Hollywood Hounds Pet Spa & Grooming Academy
Address: 10019 West 130th st.
Phone: 440-877-9960 / Arielle: 440-382-1320
City, State and Postal Code: North Royalton, OH 44133
Email (electronic mail): hhpetspa@yahoo.com
arielle.scavricky@gmail.com

For Office Use Only

Date Application Submitted: 5-7-18
Meeting Date Assigned: June 6, 2018
Application Fee: \$200.00
Identification Number Assigned: PC18-14
Payment Information (date, check number, cash, etc.): cash #682
Application Fee Received By: DW

Other Application Fee Information

CITY OF NORTH ROYALTON PLANNING COMMISSION APPLICATION

4. Narrative statement describing the project and its features:

Hollywood Hownds Pet Spa and the Cleveland Grooming Academy are pet grooming based businesses. We are wanting to use the unit at 13513 W. 130th st. for just pet grooming and pet grooming education. The dogs that we groomed are dropped off by their owners and are left in our care for 2 to 4 hours. The dogs are caged while we are not grooming them. When their grooming is complete the dogs are picked up by their owners. We never keep animals over night.

The Cleveland Grooming Academy will be using the unit to educate it's students on pet grooming. It is a state certified school and they also only keep dogs for a 2 to 4 hour time period.

The Planning Commission or its agent(s) is hereby authorized to enter upon the property for which his approval is sought, without further notification, to inspect said property. Any such inspection shall be conducted between the hours of 9 a.m. and 5 p.m. on any day of the week, including weekends.

I further understand that any misrepresentation of data or facts or violations of the Ordinances of the City of North Royalton are cause for refusal, suspension or revocation of this license if issued.



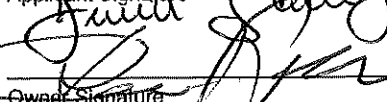
Applicant Signature

Kristi Pianka Owner

Printed Name and Title

5-7-18

Date



Owner Signature

Arielle Scannick, owner

Printed Name and Title

5-7-18

Date

Dan Braggins owner

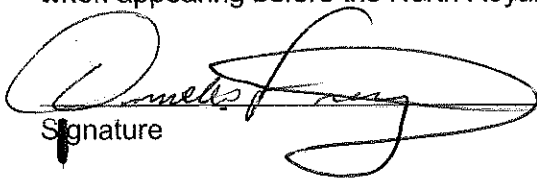
Printed Name and Title

5-7-18

CITY OF NORTH ROYALTON PLANNING COMMISSION APPLICATION

5. Written Authority Form (complete this form if you are unable to be present at meeting).
(submit original – do not fax or email)

I, Demetrios Frangias (name) of K & F Properties
(company, if applicable), hereby certify that I/we are the owners
(owner(s), executor(s), etc.) of 13513 West 130th st. (property address or
permanent parcel number) and further verify that Kristi Planka (name
of representative) is authorized to represent my/our interests and make decisions on my/our behalf
when appearing before the North Royalton Planning Commission.

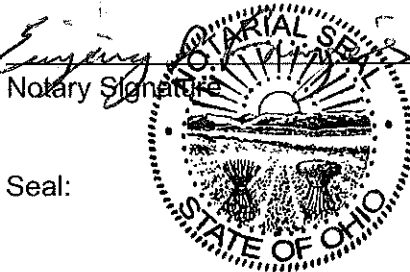

Signature

Date

5-9-18

Before me, a Notary Public in and for said county, personally appeared Jimmy Frangias
who acknowledged that he or she did sign the foregoing instrument and the same is his or her free
act and deed.

In testimony whereof I have hereunto set my hand and official seal at 8111 Broadview Rd. Broadview
Ohio on this 7th day of May.



EUGENIA D. FRANGIAS
NOTARY PUBLIC
FOR THE
STATE OF OHIO
My Commission Expires
October 16, 2021

State of Ohio
County of Cuyahoga



Cuyahoga County, Ohio - Property Summary Report

Parcel: 483-07-001



Owner K & F PROPERTY TOWN CENTER LLC
Address 13000 ROYALTON RD
NORTH ROYALTON, OH. 44133
Land Use (4250) C - STRIPCNT 4+U>7500SF
Legal Description 3 WP
Neighborhood Code 61179

SKETCH

Building 1

Commercial building sketches are not available.
Please contact us at ISC_Support_Center@cuyahoga.gov or call (216) 443-8007.

Building 2

Commercial building sketches are not available.
Please contact us at ISC_Support_Center@cuyahoga.gov or call (216) 443-8007.

MAP VIEW



BUILDING INFORMATION

Building ID	1	Construction Class	CLASS C	Basement Type	SLAB
Total Story Height	1	Usable Area	21,500	Condition	AVERAGE
Date Built	1957	Date Remodeled		Exterior Walls	BR & BLK
Framing	FIRE RESISTANT	Roof Type	FLAT	Roof Covering	COMPOSITION
Office Area		Mezzanine Area		Mezzanine Finish	
Wall Height	14	Heat Type	FORCED-AIR	Air Conditioning	CENTRAL
Office Finish		Retail Area		Retail Finish	
Building ID	2	Construction Class	CLASS C	Basement Type	SLAB
Total Story Height	2	Usable Area	11,468	Condition	AVERAGE
Date Built	1957	Date Remodeled		Exterior Walls	CNC BLK
Framing	FIRE RESISTANT	Roof Type	FLAT	Roof Covering	COMPOSITION
Office Area		Mezzanine Area		Mezzanine Finish	
Wall Height	10	Heat Type	FORCED-AIR	Air Conditioning	CENTRAL
Office Finish		Retail Area		Retail Finish	

LAND

Code	Frontage	Depth	Acreage	Sq Ft
PRM	330		3	130,680

VALUATION

2017 Values	Taxable Market Value	Exempt Market Value	Abated Market Value	Assessed Taxable Value
Land Value	\$575,000	\$0	\$0	\$201,250
Building Value	\$393,000	\$0	\$0	\$137,550
Total Value	\$968,000	\$0	\$0	\$338,800
Land Use	4250			STRIP CENTER RETAIL (4 OR MORE > 7500 SF)

PERMITS

Tax Year	Reason	Tax Change	Exempt Change	Percent Complete	Reinspect	Notes
2013	30 - New Construction	\$	\$	100%	No	BUILD-OUT FOR DOLCE WRAPS COMPLETE 1-13. NO VALUE CHANGE. (BMK)
2012	30 - New Construction	\$	\$	100%	No	PERMIT # 134B - TENANT INTERIOR ALTERATIONS COMPLETE 1/1/2012 - NO VALUE CHANGE (LEK)

IMPROVEMENTS

Type	Description	Size	Height Depth
200	PAVING	90,000 SQUARE FEET	

SALES

Date	Buyer	Seller	Price
9/12/2013	K & F PROPERTY TOWN CENTER LLC	K & F PROPERTY TOWN CENTER LLC	\$0
4/8/2008	K & F PROPERTY TOWN CENTER LLC	Town Center Partnership	\$0
2/16/2000	Town Center Partnership	Kendren Joseph L	\$901,500
12/26/1984	Kendren Joseph L	Ohio Sav Assoc	\$740,000
7/18/1984	Ohio Sav Assoc	North Royalton Investment Co	\$0
3/30/1979	North Royalton Investment Co	Fisher Foods Inc	\$500,000

ORDINANCE NO. 18-68

INTRODUCED BY: Mayor Stefanik

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE
FRATERNAL ORDER OF POLICE (FOP), LODGE 15 (CORRECTIONS),
AND DECLARING AN EMERGENCY

WHEREAS: Council and the Administration have conducted extensive negotiations with the Fraternal Order of Police (FOP), Lodge 15, as the bargaining representative for certain members of the various departments in the city; and

WHEREAS: Such negotiations have provided a tentative agreement between the parties; and

WHEREAS: Council and the Administration have reviewed such proposal and do desire to ratify and adopt such Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON,
COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. The Mayor is hereby authorized and directed to enter into an agreement with the Fraternal Order of Police (FOP), Lodge 15 pursuant to terms and conditions approved by the Director of Law and substantially similar to a copy of which is attached hereto as Exhibit A and incorporated as if fully rewritten.

Section 2. Any and all ordinances in conflict with the express provisions of this Agreement are superseded by this Agreement.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were passed in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such actions were in meetings open to the public and in compliance with all legal requirements.

Section 4. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the city, and for the further reason that in order to facilitate payment of compensation to certain employees of the city, the foregoing Ordinance is required at the earliest possible time.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

AGREEMENT

between

THE CITY OF NORTH ROYALTON

and

**FRATERNAL ORDER OF POLICE, LODGE 15
(CORRECTION OFFICERS CHAPTER)**

**EFFECTIVE: January 1, 2018
EXPIRES: December 31, 2020**

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ARTICLE I

PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of North Royalton, hereinafter referred to as the "Employer" and Fraternal Order of Police, Lodge 15 (Correction Officers Chapter) hereinafter referred to as the "Union."

ARTICLE II

PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to the citizens of the City of North Royalton, Ohio; 4) To avoid interruption or interference with the efficient operation of the Employers business; and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE III

RECOGNITION

3.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment, as provided by the State Employment Relations Act, for all full-time and part-time Correction Officers employed by the City of North Royalton. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.

ARTICLE IV

DUES DEDUCTIONS

4.01 During the term of this Agreement, the Employer shall deduct regular monthly Union dues from the wages of those employees who have voluntarily signed dues deductions authorization forms permitting said deductions. The dues deductions shall be made from the first paycheck of each month. If the employee's pay for that period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next paycheck, providing the employee's check is sufficient to cover the deduction.

4.02 The Employer agrees to supply the Union with an alphabetical list of those employees, including address, social security number and amount deducted, from whom dues deductions have been made. Such list shall also include any deletions or additions and reasons therefor.

4.03 A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to Fraternal Order of Police, Lodge 15 as soon as possible, but not later than seven (7) days from the date of making said deductions.

4.04 The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this article and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE V

FAIR SHARE FEE

5.01 All bargaining unit employees who are not members in good standing of the Union shall be required to pay a fair share fee to the Union as a condition of continued employment.

5.02 All bargaining unit employees who do not become members in good standing of the Union shall be required to pay a fair share fee to the Union effective sixty-one (61) calendar days from the employee's date of hire or the date of execution of this Agreement, whichever is later, as a condition of employment.

5.03 The fair share fee amount shall be certified to the Employer by the Union. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

5.04 Payment to the Union of fair share fees shall be made in accordance with the regular dues deductions as provided herein. The Employer shall provide the Union with an alphabetical list of the names, social security numbers and addresses of those employees who had a fair share fee deducted along with the amount of the fair share fee deduction.

5.05 The City shall provide each newly hired bargaining unit employee with a copy of Fraternal Order of Police, Lodge 15 fair share fee (agency fee/union shop) notice. Such notice shall be presented to each newly hired bargaining unit employee within the first thirty (30) days of employment. A sufficient supply of fair share fee (agency fee/union shop) notices shall be provided by Fraternal Order of Police, Lodge 15 to the City to allow the City to meet this obligation. The City shall require that the newly hired bargaining unit employee sign a receipt acknowledging that the notice was presented. The City shall mail each original receipt to the Fraternal Order of Police, Lodge 15 Regional Office.

5.06 The City shall provide each newly hired bargaining unit employee with a copy of the FOP's fair share fee (agency/union shop) notice. Such notice shall be presented to each newly hired bargaining unit employee within the first thirty (30) days of employment. A sufficient supply of fair share fee (agency fee/union shop) notices shall be provide by the FOP to the City to allow the City to meet this obligation. The City shall require that the newly hired bargaining union employee sign a receipt acknowledging that the notice was presented. The City shall mail each original receipt to the FOP 15 lodge office.

ARTICLE VI

MANAGEMENT RIGHTS

6.01 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire, discharge, transfer, suspend and discipline employees for just cause; 2) determine the number of persons required to be employed, laid off or discharged for just cause; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of

hours to be worked by its employees; 5) make any and all rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) consolidate, merge or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes of work; 14) terminate or eliminate all or any part of its work or facilities.

6.02 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE VII

NO-STRIKE

7.01 The Union does hereby affirm and agree that it will not, either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

7.02 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this article. If any violation of this article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, walkout, or their concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately. The Union shall not be held liable for the unauthorized activity of the employees it represents or its members who are in breach of this article, provided that the Union meets all of its obligations under this article.

7.03 It is further agreed that any violation of the above shall be sufficient grounds for immediate discharge or other disciplinary action.

7.04 The Employer agrees that it will not lock-out any employee for the duration of this Agreement.

ARTICLE VIII

NON-DISCRIMINATION

8.01 The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, religion, color, national origin, age, sex or disability except as approved by the Ohio Civil Rights Commission.

8.02 The Union expressly agrees that membership in the Union is at the option of the employee and that it will not discriminate with respect to representation between members and non-members.

ARTICLE IX **LABOR-MANAGEMENT COMMITTEE**

9.01 A Labor-Management Committee composed of not more than two (2) Union representatives and two (2) Employer representatives shall meet quarterly, or more or less frequently as mutually agreed, to discuss and make recommendations that:

- a) Will further good relations between the parties;
- b) Will eliminate or alleviate various problems that arise from time to time;
- c) Will further safe working conditions in all areas;
- d) Will improve efficiency in the operation of the jail facility; and
- e) Will establish a line of communication between the parties for the benefit of all.

The requesting party shall provide prior notice of the proposed meeting, at the minimum of five (5) business days and a proposed agenda. The date and time to be agreed to by the parties.

ARTICLE X **PART-TIME EMPLOYEES**

10.01 Regular part-time employees shall only be entitled to receive uniform allowances, and sick leave as set forth in this Agreement and shall not be entitled to any other fringe benefits unless otherwise provided in this Agreement.

10.02 Part-time employees shall not receive any sick leave or ***vacation*** pay back options as set forth in this Agreement.

10.03 Effective July 1, 2018 regular permanent part-time employees that average a minimum of twenty- two hours (22) hours per week, per year, and have 1 year of continuous service with a minimum total of 1,144 hours worked, shall be awarded vacation time, as long as they remain eligible (average 22 hours of work per week). Vacation credit will be based on length of service as follows:

Vacation Credit for permanent part-time employees

After one (1) year of employment **24 hours**

After three (3) years of employment **48 hours**

After five (5) years of employment

72 hours

(2018 vacation credit will be prorated)

Vacation will be awarded on the employee's anniversary date, but available for use in the calendar year beginning on January. Employees who retire/separate from service and who have used vacation leave before their anniversary date of awarded vacation shall have their final salary adjusted/reduced for such advanced vacation pay.

Vacation time shall be taken at a time approved by the Department head based upon staffing needs, full time employee leaves, or if necessary, seniority. Vacation time shall be used only in 8 hours increments.

Vacation time shall be used in the calendar year, any vacation time that is unused by December 31st shall be deemed forfeited unless otherwise approved by the Mayor due to staffing issues or other extreme circumstances.

ARTICLE XI

PROBATIONARY PERIOD

11.01 All newly hired employees will be required to serve a probationary period of two (2) years. During such period, the Employer shall have the sole discretion to discipline or discharge such employee(s) and any such action shall not be appealable through any grievance or appeal procedure contained herein or to any Civil Service Commission. Should a newly hired corrections officer leave within one (1) year of the date of hire, a proportional rate (pro-rata) of repayment for the cost of the state mandated full service training academy shall be imposed and reimbursed by the employee.

11.02 In the event that the City creates or establishes any supervisory corrections officer position, all newly promoted employees will be required to serve a probationary period of one (1) year. An assignment or placement from part-time to full-time status shall not be construed as a promotion. During such period, the Employer shall have the sole discretion to demote such employee(s) to his previous position, and any such demotion shall not be appealable through any grievance or appeal procedure contained herein or to any Civil Service Commission. In the event a part-time corrections officer becomes a full-time corrections officer there shall be a six (6) month probationary period with the same Employer rights as set forth in Section 11.01

11.03 If any employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee and shall be subject to the provisions of this Article.

ARTICLE XII

NEW AND CHANGED JOBS

12.01 In the event the Employer establishes a classification which did not exist on the effective date of the Agreement and where there exists a community of interest, the Employer shall give written notice to the Union. upon written request by the Union, the Employer will meet and confer about including the new classification in the existing bargaining unit. If the parties are unable to agree, and impasse on the issue exists, the Union may petition the State Employment Relations Board for unit clarification, in accordance with Ohio Revised Code Chapter 4117, et seq.

ARTICLE XIII

PROMOTIONS AND LATERAL TRANSFERS

13.01 When a vacancy occurs in either a full or part-time position(s) that the Employer intends to fill, the Employer will post a job announcement on the Union bulletin board for five (5) working days. The job announcement shall include job title, job description, full or part-time status, posting date, and application deadline. Interested employees within the bargaining unit may apply for the lateral transfer. If no bargaining unit member applies for the vacancy, the Employer shall have the right to fill position from outside bargaining unit.

13.02 Employees seeking a lateral transfer from within the same job classification to a different status, full or part-time shall have preference over any employees seeking a promotion to that job classification. If two or more employees seek a lateral transfer within the same job classification, the transfer will be awarded based upon merit, which shall be determined upon review of their annual evaluations and interview with the Chief of Police. The lateral transfer applicant who is awarded the lateral transfer will not be required to serve a further probationary period provided that the employee has already completed their initial probationary period. If an employee is on his initial probationary period, the Employer shall count that initial part of the probationary period for purposes of the promotion or lateral transfers probationary period.

13.03 Any employee seeking consideration must submit a written letter of intent supplied by the Employer to the Chief of Police on or before the application deadline. The Employer shall post the name(s) of the successful candidate, if any, on the Union Bulletin *Board* within five (5) working days after the posting deadline.

13.04 If the Employer decides to establish a new job classification or makes a substantial change(s) in the duties of an existing job classification within the bargaining unit, the Employer shall meet with the Union for purposes of negotiating the promotion procedure. The new promotion procedure shall include a provision for retention of seniority for employees who are returned to their former position. The Employer and the Union will also meet to negotiate a wage rate. If the parties cannot agree on the wage rate, the Employer shall implement a wage rate. In the event that the Employer and the Union are unable to reach an agreement, the Union may file a grievance at Step 3 of the grievance procedure. An Arbitrator shall have authority to establish a promotion procedure, only. Any promotion procedure mutually agreed to by the Employer and the Union or decided by the Arbitrator shall become part of this Agreement.

ARTICLE XIV

SENIORITY

14.01 Seniority shall be defined as an employee's uninterrupted length of continuous employment with the Bargaining Unit. A probationary employee shall have no seniority until he satisfactorily completes the probationary period which will be added to his total length of continuous employment.

14.02 An employee's seniority shall be terminated when one (1) or more of the following occur

- a) He resigns;
- b) He is discharged for just cause;
- c) He is laid-off for a period of time exceeding eighteen (18) months;
- d) He retires;
- e) He fails to report for work four (4) consecutive working days without having given the Employer advance notice of his pending absence, unless he is physically unable to do so as certified by the appropriate authority;
- f) He becomes unable to perform his job duties due to illness or injury and is unable to return to work within one (1) year or upon the expiration of any leave applicable to him, whichever is greater;
- g) He refuses to return or fails to report to work within fourteen (14) working days from the date the employee receives a recall notice, by certified mail.

14.03 If two (2) or more employees are hired or appointed on the same date, their relative seniority shall be the highest ranked test score from the Competitive Correction Officer Exam and if scores are equal, by the date the employee's application was received by the Employer. In the event no competitive examination is utilized, the City will determine seniority by date and time of the fully completed application.

14.04 The Employer shall provide the Union with a current seniority list within thirty (30) calendar days after the signing of the Contract and annually thereafter. The seniority list shall be made up by classification and shall contain, in order of date of hire, the name, department date of hire, and designation as to full-time or part-time status for each employee. The Employer shall provide the Local Union President and Chapter Chair with a written list of additions to or deletions from the seniority list, if any, on a quarterly basis.

14.05 Seniority for part-time employees shall be on a pro-rata basis, with 2080 regular hours constituting one (1) full year of service. Part-time employees may exercise seniority rights only against other part-time employees and probationary employees.

14.06 Full-time employees who were formerly part-time City employees shall have their part-time City service counted for seniority purposes on a pro-rata basis. The former part-time service must be continuous and uninterrupted and this service must also be immediately concurrent with the full-time service to qualify. Part-time service shall be prorated on the basis of 2080 regular hours constituting one (1) full year of service.

ARTICLE XV

DUTY HOURS

15.01 The regular work week for all full-time employees shall be eighty (80) hours biweekly on shifts of eight (8) hours per day. Regular part-time employees shall be scheduled as determined appropriate by the Employer. Employees shall not be scheduled to work double shifts as a part of the normal scheduling procedure. The Employer may implement a forty (40) hour workweek on shifts of ten (10) hours per day, according to Departmental needs.

15.02 An employee shall not normally be required to change scheduled duty hours once a schedule has been approved without five (5) days advance notice, or unless an emergency circumstance occurs. Employees may trade shifts with other employees with prior written approval of the Employer.

15.03 Work schedules must be provided to employees a minimum of five (5) days prior to the effective date of said schedule.

15.04 All shifts shall rotate on a regular basis, unless determined otherwise by the Chief of Police.

15.05 Any employee assigned and required to attend a job related school, seminar or training session, and attending such mandatory courses, shall be considered on duty during actual travel time, and be compensated at the appropriate rate.

15.06 Upon completion by City of hiring a complement of eight (8) full time correction officers, four (4) male and four (4) female; minimum shifts shall generally consist of one (1) male and one (1) female per shift.

ARTICLE XVI

OVERTIME PAY

16.01 Employees shall receive one and one-half (1 1/2) times their regular hourly rate, or at the employee's option, compensatory time at the rate of one and one-half (1 1/2) times for all hours actually worked in excess of eight (8) hours per day (8 hour shifts), or ten hours per day (10 hour shifts) or hours in excess of forty (40) hours per week for any shift. No employees shall accumulate more than one hundred eighty (180) hours of compensatory time. Time worked for purposes of overtime calculation shall include only vacation, holiday and compensatory time but shall exclude sick leave.

16.02 Employees shall be permitted to use accumulated compensatory time in increments of not less than one (1) hour with not less than one (1) days notice or in the case of emergency, at the Employers' discretion. Such compensatory time requests shall not be unreasonably denied.

16.03 Employees who are called in to work receive a minimum of three (3) hours of pay at the straight time rate or two (2) hours of pay at the overtime rate, providing such times do not abut the employee's regularly scheduled work day. The employees may elect to place this time into their compensatory time banks, subject to the maximum accrual as contained in Section 16.01.

16.04 Employees shall receive a minimum of three (3) hours at the straight time rate or two (2) hours pay at the overtime rate, for court appearance required by the employer. Employees will not be required to stay the two (2) hours minimum by the Employer. Both are provided such times do not abut the employee's regularly scheduled work day. The employees may elect to place this time into their compensatory time bank, subject to the maximum accrual as contained in Section 16.01.

16.05 If an employee is placed on standby status, that employee will receive a minimum of two (2) hours pay, or one (1) hour pay for every four (4) hours of such duty, whichever is greater.

ARTICLE XVII SICK LEAVE

17.01 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; and/or 3) serious injury, illness or death in the employee's immediate family.

17.02 All full-time employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours worked, excluding overtime, and may accumulate such sick leave hours to an unlimited amount. Part-time employees shall earn sick leave at the rate of twenty-four (24) hours per year starting on January 1 to December 31. Part-time employees may accumulate sick leave hours to an unlimited amount.

17.03 An employee who is to be absent on sick leave shall notify the supervisor of such absence and the reason therefor at least one (1) hour before the start of his work shift each day he is to be absent, except in an emergency where such notification is beyond the control of the employee.

17.04 Sick leave may be used in segments of not less than one (1) hour.

17.05 The Chief of Police may require such proof of illness, injury or death as may be satisfactory to him, (e.g., obituary notice from a newspaper) or may require the employee to be examined by a physician designated by the Chief of Police and paid by the Employer. In the event, an employee is absent for more than three (3) consecutive days, said employee must supply a physician's report to be eligible for paid sick leave. Such requirement shall not be imposed in an arbitrary or capricious manner.

17.06 If the employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Department Head finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may be considered as unauthorized leave and shall be without pay.

17.07 Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline as may be determined by the Department Head.

17.08 The Chief of Police may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer to establish that he is not disabled from the performance of his normal duties and that his return to duty will not jeopardize the health and safety of other employees.

17.09 When the use of sick leave is due to serious illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse and children unless the employee has no spouse in which case the employee's parents shall be included in the immediate family. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's parents, spouse, child, brother, sister, grandparents, parents-in-law, brother-in-law and sister-in-law, aunts and uncles.

17.10 An employee who transfers from this Department to another Department of the Employer shall be allowed to transfer his accumulated sick leave to the new Department, providing that his amount or accumulated sick leave shall not exceed the accumulation limit in effect in his new Department.

17.11 Each employee who has accumulated in excess of nine hundred (900) hours sick leave and has not used all the sick leave hours accumulated since December 31 of the previous year may receive payment for the unused sick leave accumulated during that year to the ratio of one (1) hour of pay for each three (3) sick leave hours (one-third of sick leave accrual for that year) and one (1) hour for each three (3) sick leave hours (one-third of sick leave accrual for that year) will be added to the members total accumulated sick leave. The eligible employee who has met the threshold amount of sick leave accumulation may, at his option, elect not to take the cash option but may continue to accumulate two-third (2/3) of his accrued sick leave for that calendar year. One-third of the annual unused sick leave shall be forfeited to the City each year upon accrual of the threshold amount. The option to cash out one-third time or to accumulate two-thirds must be made immediately after December 31. Employees who opt for the cash conversion of sick leave will be paid in the first pay period in February at the prior year's rate of pay. Upon retirement of a full-time employee who has not less than ten (10) years of continuous service with the Employer and is eligible to receive payments from a state pension plan, shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by one-half (1/2) the total number of accumulated and unused sick leave hours, earned by the employee as certified by the Finance Director, providing that such resulting number of hours to be paid shall not exceed six hundred fifty (650) sick leave hours.

17.12 When an employee is unable to work due to a serious illness or injury and has used all available accumulated leave, the City may permit any other bargaining unit member(s), at that employee's discretion, to transfer their accumulated sick leave from their own account to that of the employee without any accumulated leave. Such transfers shall not count as sick leave usage of the employee donating the leave for purposes of this Agreement.

ARTICLE XVIII TRAINING INCENTIVE

18.01 Any employee who is assigned by the Employer to review and evaluate a trainee's work shall receive one-half (1/2) hour overtime pay for each eight hours of work acting in such training capacity.

18.02 The City shall provide an annual renewal of CPR, AED, and First Aid for all employees.

ARTICLE XIX

INJURY LEAVE

19.01 When an employee is injured in the line of duty, he shall be eligible for a paid leave not to exceed ninety (90) calendar days per incident. In order to be eligible for injury leave, the employee shall file a Workers Compensation claim for lost wages, i.e., temporary total disability, and shall sign a waiver assigning to the City all sums received by the employee from Workers Compensation for lost wages to a maximum of ninety (90) days or the amount of injury leave benefits advanced by the City. In the event Workers Compensation ultimately denies benefits to the employee, after the employee has exhausted all available appeals and administrative remedies provided under the Worker Compensation Act, then the employee shall reimburse the City one-half (1/2) of the injury leave received through reduction of all accrued leaves, current or future. The ninety (90) day provision contained in this Article is cumulative for the duration of this Agreement in regard to the injury, i.e., successive "injuries" to the same body part(s) shall not constitute separate injuries.

19.02 If at the end of this ninety (90) calendar day period, the employee is still disabled, the leave may, at the Employers sole discretion, be extended for additional ninety (90) calendar day periods, or parts thereof.

19.03 The Employer shall have the right to require the employee to have a physical exam by a physician appointed and paid by the Employer resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this article. The designated physician's opinion shall govern whether the employee is actually disabled or not and for the period in which the employee is disabled, but shall not govern whether the Employer shall extend the period of leave or if the injury was duty related. If there is a conflict between the employee's and Employers physicians, a third physician shall be consulted whose opinion shall govern. This third physician shall be selected by a mutual agreement between the Employer and the employee, who shall share the costs equally.

19.04 If the attending physician(s) of an employee so certifies that the employee may return to temporary light or temporary restricted duty, the City, at its discretion, and if the City has suitable work for such employee, may assign the employee to light duty work.

19.05 All employees are subject to the City's Transitional Work Program policy.

ARTICLE XX

FAMILY & MEDICAL LEAVE

20.01 Employees may request and be granted time off without pay pursuant to the Family Medical Leave Act of 1993. Such time off without pay shall not exceed twelve (12) weeks in any twelve (12) month period. Leave under this provision shall be computed when first approved. During such leave the employee shall continue to receive health care insurance. Any employee on an unpaid family medical leave of absence shall not earn vacation leave or other fringe benefits. Any employee on an

unpaid family medical leave of absence, i.e., exhausted all paid leaves, shall not earn vacation holidays, sick leave, or any other contractual time off benefit.

20.02 The Employer may require an employee to use accrued vacation or accumulated sick leave which shall be inclusive of the twelve weeks of Family Medical Leave. The Employer shall not require an employee who has forty (40) hours or less of vacation and accumulated sick leave to exhaust such time which are separate banks of accumulated time under this article.

20.03 A husband and wife employed by the City of North Royalton in any position or capacity are eligible for FMLA Leave up to a combined total of twelve (12) weeks of leave during the twelve month period referenced in Section .01 if the leave is taken:

- (1) For the birth of the employee's son or daughter or to care for the child after birth;
- (2) For placement of son or daughter with the employee for adoption or foster care, or to care for the child after placement; or
- (3) To care for the employee's parent with a serious health condition.

ARTICLE XXI JURY DUTY

21.01 Any regular full or permanent part time employee who is called for jury duty, either Federal, County or Municipal, shall be paid his or her regular salary for any work time lost, less any compensation received from such court for jury duty, as provided for in the Ohio Revised Code, per current practice.

ARTICLE XXII MILITARY LEAVE

22.01 In accordance with state and federal law, any employee who presents official orders requiring his attendance for a period of training or other active duty as a member of the United States Armed Forces shall be entitled to military leave, as set forth in the Ohio Revised Code. However, the employee shall surrender his military leave pay to the Employer up to his regular rate of pay and shall receive up to 176 hours of pay annually, or up to 31 days, whichever is greater, at his normal rate of pay.

ARTICLE XXIII UNION LEAVE

23.01 Duly elected Union delegates or alternates shall be granted time off without pay, not to exceed five (5) days, per calendar year for entire bargaining unit, for the purpose of attending Union related seminars, conventions, etc. Leave requests shall not be unreasonably denied but shall be limited according to the operational needs of the Employer.

ARTICLE XXIV

FUNERAL LEAVE

24.01 An employee shall be granted time off with pay without deduction from a sick leave for the purposes of attending the funeral of a member of the employee's immediate family. The employee shall be entitled to a maximum of three (3) days off for each death in the immediate family. For the purposes of this article, "immediate family" shall be defined to only include the employee's spouse, children, parents, brother, sisters, parents-in-law, or grandparents. or person in loco-parentis.

24.02 Funeral leave may be extended, upon approval, with the use of holidays, vacation days, sick days or compensatory days.

ARTICLE XXV

UNPAID LEAVES OF ABSENCE

25.01 An employee who has completed one (1) year of continuous service with the Employer may be granted a leave of absence without pay because of injury, illness, education purposes, employment by the Union, or other personal reasons, including maternity leave. The decision to grant the leave or the length of the leave period will be at the discretion of the Employer with due consideration given to the reasons and evidence presented by the employee to the Employer. Such requests shall not be unreasonably denied.

25.02 All leaves of absence (and any extensions thereof) must be applied for and granted in writing on forms provided by the Employer (with a copy to the employee). Except in cases of emergency, the leave request shall be filed with the Chief of Police not later than fifteen calendar days as defined in Section 49.02 prior to the date on which the leave is to start. Along with the request for the leave, he shall supply any and all available documentation in support of said leave. This documentation shall consist of medical proof of disability in cases where the leave is for medical purposes and the specific reason for the leave when the leave is for other purposes. An employee will be notified in writing within five (5) working days from the date the application was made of the approval or disapproval of the leave of absence request for ten (10) working days or less. For a leave request in excess of ten (10) working days, the employee will be notified within two (2) weeks from the date the application was made of the approval or disapproval of the leave. An employee who is granted such a leave shall not accrue any benefits during his absence, including seniority.

25.03 Leaves of absence will not be granted for the employee to seek employment with another employer, nor shall any employee work for another employer during the time period he is on leave. Any employee who works for another employer while on leave shall have his leave canceled immediately and be subject to disciplinary action.

25.04 When an employee returns to work after a leave of absence, he will be assigned to the position which he formerly occupied or to a similar position if his former position no longer exists at the applicable rate of pay, provided the employee is able to perform the work.

25.05 An employee may, upon request, return to work prior to the expiration of any leave of absence, provided that such early return is agreed to by the Employer.

25.06 Employees absent from work without authorization or approval shall be considered on an

unauthorized leave and may, at the Employers discretion, be subject to disciplinary action, including discharge.

ARTICLE XXVI APPLICATION FOR LEAVE OF ABSENCE

26.01 All leaves of absence without pay and any extension thereof must be applied for in writing to the Chief of Police or his designee, on forms supplied by the Employer, at least fifteen (15) calendar days as defined in Section 49.02 prior to the proposed commencement of the leave except in serious or unusual circumstances, as determined by the Employer. Notification of the approval or denial of their requested leave shall be given to the employee in writing within ten (10) working days after the submission of the request. Any denial of a requested leave shall include the reason for the denial.

ARTICLE XXVII HOLIDAYS

27.01 All full-time employees shall receive the following paid holidays:

New Years Day	Employee's Birthday
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	Personal Days (9)*

*(Nine (9) personal days shall be defined as 72 hours)

27.02 In order to be eligible for the above holidays, the employee must report to work and actually work the last scheduled work day before the holiday, first scheduled workday immediately after the holiday, or the holiday if the employee is scheduled, unless specifically excused by the Chief of Police, on a prior approved vacation, or any type of paid leave excluding sick leave.

27.03 When the above holidays (excluding personal days) fall on a Saturday, the preceding Friday shall be observed as the holiday; when such holidays fall on a Sunday, the immediately following Monday shall be observed as the holiday by all employees normally working a Monday through Friday workweek.

27.04 Any full or part-time employee required to work on Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day shall be compensated at an additional one-half (1/2) time the employee's regular hourly rate of pay.

27.05 If any of the above fixed holidays occur when the employee is on vacation, the employee shall be entitled to an additional day off at his regular hourly rate of pay.

27.06 The "personal days" may be taken at the discretion of the employee, provided he receives advance approval from the Chief of Police. Personal days only may be taken in segments of not less than four (4) hours.

27.07 The personal days listed in Section 27.01 must be used in the calendar year, or if unused, will be paid in the first pay period in February each year at the prior year's rate of pay (year in which personal days were earned and unused).

27.08 Should an employee elect to take the time off instead of pay for the holidays, the employee shall designate the days he wishes to take off which shall be subject to the advance approval of the Chief of Police as to when they may be taken.

27.09 Employees shall have the option of electing to take either the time off with pay or to be paid for the holidays at his straight time rate of pay. All days (excluding personal days), not taken off shall be paid for in the first pay period in December.

ARTICLE XXVIII VACATIONS

28.01 All full-time employees shall earn and be entitled to paid vacation in accordance with the following schedule:

<u>Length of Full-Time Service</u>	<u>Weeks</u>
After one (1) year	Two (2)
After five (5) years	Three (3)
After ten (10) years	Four (4)
After fifteen (15) years	Five (5)
After twenty (20) years	Six (6)

28.02 Earned vacation shall be awarded on the employee's anniversary date but will be available for use in the calendar year beginning January. Vacation time must be used in the calendar year or it shall be forfeited. Employees who retire/separate from service who use vacation leave before their anniversary date of earned vacation shall have their final salary adjusted/reduced for such advanced vacation pay.

28.03 Vacation time shall be taken at a time approved of by the Chief of Police with the Chief of Police having the right to assign vacation time in those cases where employee(s) fail to take their vacation.

28.04 An employee who has earned vacation time by reason of being employed in this Department shall be able to transfer his vacation time to another department should he elect such a transfer.

28.05 Vacation time shall not be carried over from one year to another without the express written authorization of the Employer. Any vacation time that is unused within the year granted, shall be deemed forfeited unless deemed otherwise by the Chief of Police and Mayor.

28.06 Any employee of the Employer who was hired prior to January 1, 1989, and earned vacation time from being employed by the State of Ohio or any other political subdivision of the State of Ohio and who has become employed by the Employer within ten (10) years from his termination from such other public employer, shall be allowed to transfer his length of full-time service credit to his length of full-time service credit with the Employer.

28.07 An employee may use one-half (1/2) of his or her vacation time in a single day (eight hours) increments, up to a maximum of ten (10) days. The remainder shall be used in increments of not less than five (5) days, unless otherwise approved; which approval the employee must request at least twenty-four (24) hours in advance. Any vacation time that is unused within the year granted, shall be deemed forfeited unless deemed otherwise by the Chief and the Mayor except as provided by Section 28.09.

28.08 For all vacation requests made during the first quarter of the calendar year, seniority will govern. After that time, vacations will be scheduled on a first come, first served basis.

28.09 Employees must use at least two (2) weeks of vacation leave each year. The employee may convert up to one week (40 hours) of unused vacation to a cash payment. Such payment will be made in the first pay in February at the prior year's rate of pay (year of unused vacation).

ARTICLE XXIX LAY-OFF AND RECALL

29.01 Where, because of lack of work, lack of funds or reorganization, resulting in abolishment of jobs or functions, the Employer determines it necessary to reduce the size of its workforce, the Employer shall give written notice to the Chapter Chair or his designee no less than twenty-one (21) days in advance of any such lay-off, indicating how many employees will be affected and what department(s) are being reduced. Such reduction shall be made in accordance with the provisions hereinafter set forth.

29.02 Full-time employees within affected classifications shall be laid off according to their relative seniority with the least senior employee being laid off first, providing that all students, temporary, seasonal, part-time and probationary full-time employees within the affected classifications are laid off first.

29.03 Employees who are laid off from one classification may displace (bump) another employee with lesser seniority within the bargaining unit,

29.04 Employees who are bumped by a more senior employee shall be able to bump another employee with lesser seniority.

29.05 At the end of the bumping process, the employee who is bumped and unable to bump another employee pursuant to the above provisions, shall be laid off.

29.06 Employee(s) who are laid off, shall have the option of bumping another employee pursuant to the above provisions, or being directly laid off by the Employer.

29.07 Recalls shall be in the inverse order of lay-off and a laid off employee shall retain his right to recall for eighteen (18) months from the date of his lay-off.

29.08 Notice of recall shall be sent to the employee's address listed on the Employers records and shall be sent by certified mail. An employee who refuses recall or does not report for work within fourteen (14) days from the date the employee receives the recall notice, shall be considered to have resigned his position and forfeits all rights to employment with the Employer.

29.09 Employee(s) scheduled for lay-off shall be given a minimum of fourteen (14) days advance notice of lay-off.

29.10 Each notice of lay-off shall contain the following information:

- 1) The reason for lay-off or displacement;
- 2) The date of lay-off or displacement becomes effective;
- 3) A statement advising the employee of the right to recall and re-employment.

29.11 In the event of extenuating circumstances such as illness, injury, or other good cause preventing the employee from returning within the time limit above, the City may, at its sole discretion, grant a reasonable extension, not to exceed thirty (30) days. In the event such illness or injury precludes an employee from returning to work within the time limit above (including extension), such employee shall be by-passed for recall, but shall remain on the recall list for the remainder of the term of the recall period. The denial of an extension shall not be made in an arbitrary manner.

29.12 In the event a job opening occurs in a lower rated classification, the most senior employee on lay off will be recalled and given the option of accepting the job-or-not, provided he has the ability and qualifications, as determined by the Employer, to perform the work in question. If the employee accepts the job opening, he will have the right to claim his original classification in the event it becomes available within one (1) year.

29.13 Recall lists shall be kept current by the Employer. The Chapter Chair shall be furnished and/or forwarded a copy of all recall lists as they are made current by the Employer.

ARTICLE XXX INSURANCE

30.01 The Employer shall provide each full time employee with either individual or family coverage, as appropriate, with medical, vision, and dental coverage as selected by the Employer.

30.02 Effective January 1, 2018 and thereafter, employees' monthly contribution for family or individual coverage shall be:

Family: \$199.36

Individual \$74.17

Effective January 1, 2019 and thereafter, employees' monthly contribution for family or individual coverage shall be:

Family: \$210.00
Individual: \$ 79.00

Effective January 1, 2020 and thereafter, employees' monthly contribution for family or individual coverage shall be:

Family: \$220.00
Individual: \$83.00

30.03 The Employee's medical coverage exposure, defined as in- network deductible, in-network co-pay, and/or in- network out of pocket maximum, or other plan design, as offset by other payments, including but not limited to HSA employer contributions shall not exceed the following:

	<u>Family plan</u>	<u>Individual plan</u>
<u>2018</u>	\$800	\$500

2018 employee medical coverage exposure: family in-network deductible/out of pocket \$2700 less employer HSA contribution of \$1900 for a \$800 family employee medical coverage exposure; single in-network deductible/out of pocket \$1350 less employer HSA contribution of \$850 for a \$500 single employee medical coverage exposure.

	Family plan	Individual plan
<u>2019</u>	\$1,200	\$750
<u>2020</u>	\$1,300	\$800

All Employee insurance premium contributions shall be by payroll deduction. In the event that an employee is not receiving a paycheck said employee will be permitted to voluntarily pay his/her portion of the premium directly to the City for so long as said person is employed.

30.04 The Employer shall provide life insurance in the amount of Fifteen Thousand Dollars (\$15,000.00) for each full time employee.

30.05 The Employer shall continue to provide liability insurance in the present amount, providing such insurance continues to be available.

ARTICLE XXXI**WAGES**

31.01 Effective January 1, 2018, all employees will be paid in accordance with the following rates of pay:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Corrections Officer	\$17.23	\$20.05	\$21.67
Lead Corrections Officer	\$30.48	\$32.73	\$34.98

31.02 Effective January 1, 2019, all employees will be paid in accordance with the following rates of pay:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Corrections Officer	\$17.58	\$20.45	\$22.10
Lead Corrections Officer	\$31.10	\$33.39	\$35.68

31.03 Effective January 1, 2020, all employees will be paid in accordance with the following rates of pay:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Corrections Officer	\$17.93	\$20.86	\$22.54
Lead Corrections Officer	\$31.72	\$34.06	\$36.39

31.04 All newly hired employees shall be paid at the Step 1 rate during their probationary period (1st year) and moved to Step 2 of the next year following completion of their 1st year of employment. Following completion of their 2nd year of employment and completion of their probationary period, employee's move to Step 3.

31.05 All full time employees who have completed their probationary-period shall be paid an annual professional wage supplement of One Thousand Five Hundred Dollars (\$1,500.00). All part time employees who have completed their probationary period shall be paid Seven Hundred Fifty \$750.00 under this provision. To be eligible for this provision, each employee shall have completed both of the following: Basic Corrections Academy (OPOTA) or its equivalent to be determined in the discretion of the Employer, and INTOXILYZER training (operation of the BAC machine). This professional wage supplement will be paid annually in the first pay period in February in a lump sum amount

31.06 In the event that the lead correction officer is absent from duty for a period greater than three (3) consecutive business days, the employee assigned to perform those duties shall be paid an additional \$1.75 per hour.

ARTICLE XXXII**PENSION "PICKUP"**

32.01 As permitted by the Internal Revenue Service and Public Employees Retirement System, the Employer agrees to continue to implement the "salary reduction" method for pension "pick-up".

ARTICLE XXXIII

LONGEVITY

33.01 All employees will be awarded longevity payments at the rate of one hundred dollars (\$100.00) for each year of full-time service commencing on the employee's fifth (5th) anniversary date of full-time service. At that time, the employee will become entitled to a sum of five hundred dollars (\$500.00), which will be paid in lump sum on the first pay period ending after his anniversary date. Employees with more than five (5) years of full-time service shall be entitled to the appropriate amount as specified in the longevity payment schedule. Longevity shall continue to be awarded on the employee's successive anniversary dates according to this procedure and the below listed longevity-schedule.

5 th Anniversary	\$ 500.00	13 th Anniversary	\$1,300.00
6 th Anniversary	\$ 600.00	14 th Anniversary	\$1,400.00
7 th Anniversary	\$ 700.00	15 th Anniversary	\$1,500.00
8 th Anniversary	\$ 800.00	16 th Anniversary	\$1,600.00
9 th Anniversary	\$ 900.00	17 th Anniversary	\$1,700.00
10 th Anniversary	\$1,000.00	18 th Anniversary	\$1,800.00
11 th Anniversary	\$1,100.00	19 th Anniversary	\$1,900.00
12 th Anniversary	\$1,200.00	20 th Anniversary or more	\$2,000.00

21 st Anniversary	\$2,100.00
22 nd Anniversary	\$2,200.00
23 rd Anniversary	\$2,300.00
24 th Anniversary	\$2,400.00
25 th Anniversary	\$2,500.00

ARTICLE XXXIV

UNIFORM ALLOWANCE

34.01 Each active full-time, non-probationary employee shall receive an annual uniform allowance in the amount Eight hundred fifty dollars (\$850.00) be paid in two equal installments in the first pay period in January and July each year. Each part-time employee with at least one year of service shall receive an annual uniform allowance in the amount of one-half (1/2) full-time allowance (\$425.00) and payable as provided for full-time employees.

34.02 Within thirty (30) days of their date of hire, all newly hired full and part-time probationary employees shall be paid their respective annual uniform allowance. In the event a part-time employee, for any reason leaves the employ of the City within one (1) year of hire, said part-time employee shall be required to return all uniform/equipment which were purchased with uniform allowance funds to the city. In the event a full-time employee, for any reason leaves the employ of the City within one (1) year of hire, said full-time employee shall be required to reimburse the city a prorated amount of the paid uniform allowance based on the number of months actually worked after their start of employment (i.e. if an employee leaves the employ of the City after working eleven (11)

months, he/she shall reimburse the City one-twelfth [1/12] of the uniform allowance). Said reimbursement will be calculated and deducted from the employee's final paycheck.

34.03 Items of equipment or clothing which are damaged or destroyed in the line of duty and are necessary to job performance, shall be replaced or repaired at the Employer's expenses not to exceed one hundred fifty dollars (\$150.00) per year for full-time employees and seventy-five dollars (\$75.00) for part-time employees per year. Said replacement or repair will be made only after the approval of the chief. Items of clothing or equipment paid for by the Employer through an individual's uniform allowance shall be exempt from this provision.

ARTICLE XXXV EDUCATIONAL INCENTIVE AND SCHOOL COST

35.01 An employee who has received an Associate Degree in Law Enforcement, Sociology, Psychology and/or any related field, as solely approved by the Chief, or higher shall receive additional pay in the amount of five hundred dollars (\$500.00), annually, which shall be payable in the last pay period in November of each year.

35.02 The Employer will reimburse full and part-time employees for approved training and seminar expenses where directed by Employer.

ARTICLE XXXVI MISCELLANEOUS

36.01 In the instance where the Employer requires an employee to submit to a physical or psychological examination, or any other medical test where the results are being supplied to the Employer and placed in the employee's personnel file, qualified medical personnel will conduct the examination. The examination will be paid for by the Employer and a copy of the results of the examination will be given to the employee tested.

36.02 The Employer agrees to provide one (1) lockable employee bulletin board in North Royalton Correctional Facility.

36.03 The Union shall provide the Employer with a key to the bulletin board. The bulletin board shall be located near the employee reporting areas.

36.04 Notices or postings shall not contain anything of a local, political or derogatory nature reflecting upon the Employer, any of its employees or officers, or the labor organization.

36.05 Copies of all material to be posted shall be provided to the Employer at the time of posting.

36.06 The Employer will also provide the Union a mail slot at the North Royalton Correctional Facility, if such slot is available.

36.07 Any full or part-time employee required to use their own vehicle in the performance of their job shall be reimbursed by the Employer at the prevailing IRS reimbursement rate by the Employer for each mile driven.

36.08 Meal allowances shall only be payable when a full or part-time employee is away for the four (4) middle hours of the day shift or stays overnight and when meals are not being provided by another entity.

36.09 Bargaining unit members may perform secondary employment details after first having obtained prior written approval from the Mayor, which approval shall not be unreasonably denied.

36.10 The parties shall share equally in the cost of printing this contract.

36.11 Before any change in policies, procedures, rules or regulations are made, the Union will be given one (1) week prior notice of any such changes, except in emergencies.

ARTICLE XXXVII DRUG TESTING

37.01 The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance by employees is prohibited in the workplace, except as otherwise may be allowed by law, and employees in violation of this provision may be subject to disciplinary action as set forth in this article. Further, an employee must notify the Employer of any drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

37.02 The Employer may, at its discretion, implement a drug testing procedure for controlled substances for all employees, providing such procedure is administered pursuant to the provisions hereinafter set forth. The administration of the testing shall be developed by the Union and Employer.

37.03 All employees may be required to submit to a drug test on an annual basis and shall be subject to one (1) random drug tests per year, provided such random test is not done for discriminatory purposes. Prior to any test being administered the Union and the employees affected shall be informed of which specific drugs are to be tested.

37.04 All laboratory and other fees shall be paid by the Employer as well as the time spent taking the drug test if the employee is off duty.

37.05 The testing procedure established shall protect the employee's individual privacy, insure the accountability and integrity of specimens, insure non-discriminatory testing procedure and shall be conducted at a professional laboratory capable of administering such testing.

37.06 All positive screening tests shall be confirmed by a Gas Chromatography/Mass Spectrometry (GC/MS) test.

37.07 The results of all initial screening and confirmation test shall be kept confidential and will not be disclosed to anyone, except the Employer and the employee affected, without first obtaining the written authorization from the employee except as evidence in a disciplinary action or for the Employee Assistance Program referral.

37.08 An employee who tests positive for substance abuse shall be referred to the Employee Assistance Program provided in Article XXXVIII herein. An employee's refusal to participate in such program or failure to satisfy the requirements of the program shall be subject to disciplinary action, up to and including discharge.

ARTICLE XXXVIII EMPLOYEE ASSISTANCE PROGRAM

38.01 The Employer agrees to attempt to rehabilitate employees who are first time drug or alcohol abusers, if reasonably practical. Employees will not normally be disciplined or discharged without first being offered the opportunity of receiving treatment for such abuse. If the employee fails to properly and fully participate in and complete a treatment program approved by the Employer or after the completion of such program, the employee is still abusing or resumes abusing such substances the employee may be subject to disciplinary action up to and including discharge.

38.02 Employees may voluntarily utilize this program with or without referral. Such voluntary use shall not be the sole basis for adverse disciplinary action. Leaves of absence without pay may, at the Employers discretion, be granted in coordination with the EAP, where appropriate. All employee dealings with the EAP shall be strictly confidential.

38.03 This Article shall not operate to limit the Employers right to discipline or discharge an employee for actions committed by the employee as a result of substance abuse or otherwise. Participation in the EAP shall not limit the Employers right to impose discipline up to and including discharge. An employee's participation in the EAP does not operate to waive any other rights granted to him by this Agreement.

ARTICLE XXXIX UNION REPRESENTATION

39.01 Employees selected by the Union to act as Union representatives for the purpose of processing grievances under the Grievance Procedure shall be known as "Stewards". Each Steward shall have an alternate who shall act as Steward only when-the regular Steward is absent from work. The Union shall notify the Employer, in writing, of its selections.

39.02 The Employer shall recognize one (1) Steward and two (2) Alternate Stewards. The Steward shall be recognized when the regular Steward is absent or otherwise not available.

39.03 The Union Chapter Chair, Chapter Secretary, Stewards and Alternates shall be allowed reasonable time to address matters set forth in paragraph .01, above, and the Chapter Chair may attend to Union matters, not to exceed two (2) hours per month, without loss of pay during working hours, provided prior notice and approval is given by his immediate supervisor, so long as sufficient staffing exists as determined by the Employer.

39.04 There shall only be one (1) Union representative who is a City employee at any grievance meeting, plus the FOP representative. No other representative shall attend such a meeting without the express approval of the Union and Employer.

39.05 There shall be no recording devices used at any such meetings without the mutual agreement of the Employer and Union.

ARTICLE XL DISCIPLINE

40.01 Any non-probationary employee who is to be suspended, disciplined or discharged shall be given written notice regarding the reason(s) for the disciplinary action within sixty (60) days after the Employer has notice of the incident.

40.02 Discipline shall normally be applied in a corrective progressive manner. However, should the severity of an employee's conduct or disciplinary record so warrant, an employee may be subject to suspension or discharge.

40.03 Records of disciplinary action not resulting in time off which are twenty-four (24) months old, shall not be used against the employee in the consideration of subsequent disciplinary action if there has been no occurrence of a similar type incident within the twenty-four (24) month period.

40.04 Records of disciplinary action resulting in time off which are five (5) years old, shall not be used against the employee in the consideration of subsequent disciplinary action if there has been no occurrence of a similar type incident within the five (5) year period.

ARTICLE XLI EMPLOYEE RIGHTS

41.01 An employee has the right to the presence and advice of a Union representative at all disciplinary hearings and/or disciplinary interrogations.

41.02 An employee who is to be questioned as a suspect in any investigation of any criminal charge against him, shall be advised of his constitutional rights before any questions start.

41.03 Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised in writing that his refusal to answer such questions or participate in such investigation will be the basis of such a charge.

41.04 An employee will be informed of the nature of any investigation of himself prior to any questioning. If the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

41.05 An employee shall have the right, upon request, to review any and all of his personnel files and add relevant memoranda to the file clarifying any documents contained in the file and may have a representative of the Union present when reviewing the file, along with an Employer representative. A

request for copies of items included in the file shall be honored. An employee may request removal of specific items in his file, which request would be subject to review and Employer approval on a case by case basis. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition and be confidential from the public at large, to the extent permitted by law.

41.06 Where an employee is the subject of an internal investigation that exonerates the employee of any complaints, such investigation shall be held in strict confidence and such investigation shall not be discussed with any person without the investigated employee's approval.

41.07 In the event the City is engaged in an investigation of any employee, the City will make reasonable attempts to not make any news releases identifying said employee until a determination regarding the charges has been made by the Employer.

41.08 Citizen complaints which are reduced to writing shall be provided to the employee. This provision applies for citizen complaints which are used for internal purposes only and criminal complaints are not subject to this provision.

ARTICLE XLII GENDER AND PLURAL

42.01 Whenever context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE XLIII HEADINGS

43.01 It is understood and agreed that the use of headings before articles or sections is for convenience only and that no heading shall be used in the interpretation of said article or section nor effect any interpretation of any article or section.

ARTICLE XLIV LEGISLATIVE APPROVAL

44.01 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.

ARTICLE XLV

OBLIGATION TO NEGOTIATE

45.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

45.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of the parties at the time they negotiated and signed this Agreement.

ARTICLE XLVI

TOTAL AGREEMENT

46.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued upon advance notification to the Union of any such modifications or discontinuances.

ARTICLE XLVII

CONFORMITY TO LAW

47.01 This Agreement shall be subject to and subordinated to any present and future federal and state laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law or rule or regulation shall not effect the validity of the surviving provisions.

47.02 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any provisions of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein. The parties agree to meet within thirty (30) days to negotiate a lawful alternative.

ARTICLE XLVIII

DISCIPLINARY PROCEDURE

48.01 Disciplinary action taken by the Employer shall be for just cause.

48.02 All non-probationary employees who are suspended, demoted or discharged, shall be given written notice regarding the reason(s) for the disciplinary action.

48.03 Prior to any discipline being imposed, the non-probationary employee shall be given a meeting to respond to the Chief of Police or his designee.

48.04 All employees shall have the following rights:

1. An employee shall be entitled to only Union representation at each step of the disciplinary procedure.
2. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages or working conditions as the result of the exercise of his rights under this procedure.

48.05 An employee may resign following the service of a notice of discipline. Any such resignation will be processed in accordance with the provisions contained herein and the employee's employment shall be terminated.

48.06 The appointing authority and the employee involved are encouraged to settle disciplinary matters informally. Each side shall extend a good faith effort to settle the matter at the earliest possible time. The appointing authority shall hold an informal meeting with the employee and his representative, if the employee so requests, for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed and the appointing authority may offer a proposed disciplinary penalty. The employee may be advised before meeting that he is entitled to representation by the Union during initial discussion.

48.07 The Union on behalf of all employees covered by this Agreement and its own behalf, hereby waives any and all rights previously possessed by such employees to appeal any form of disciplinary action (e.g. suspensions or discharge) to any Civil Service Commission.

48.08 Verbal and written reprimands shall not be appealable or grievable beyond the Chief of Police's step of the Grievance Procedure.

ARTICLE XLIX GRIEVANCE PROCEDURE

49.01 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and except at Step 1, shall have the right to be represented at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

49.02 For the purposes of this procedure, the below listed terms are defined as follows:

- a) Grievance - A "grievance" shall be defined as a dispute or controversy arising from the alleged misapplication or misinterpretation of only the specific and express written provisions of this Agreement.
- b) Aggrieved Party - The "aggrieved party" shall be defined as only any employee or group of employees within the bargaining unit actually filing

a grievance.

- c) Party in Interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.
- d) Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or holidays as provided for in this Agreement.

49.03 The following procedures shall apply to the administration of all grievances filed under this procedure.

- a) Except at Step I, all grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- b) Except at Step 1, all decisions shall be rendered in writing at each step of the Grievance Procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.
- c) If a grievance affects a group of employees working in different locations, with different principals, or associated with an Employer-Wide controversy, it may be submitted at Step 3.
- d) The preparation and processing of grievances shall be conducted during non-working hours, except as otherwise provided in this Agreement.
- e) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without a formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustments shall not create a precedent or ruling binding upon the Employer or the Union in future proceedings.
- f) The existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employee who pursues any other remedy other than provided by this procedure, shall automatically

have waived and forfeited any remedies provided by this procedure.

- g) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void.
- h) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

49.04 All grievances shall be administered in accordance with the following steps of the Grievance Procedure.

Step 1:

An employee who believes he may have a grievance shall notify his administrative lieutenant of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The supervisor will schedule an informal meeting with the employee and his Union representative, if a Union representative is requested by the employee, within five (5) days of the date of the notice by the employee. The supervisor and the employee, along with the employee's Union representative, if his presence is requested by the employee, will discuss the issues in dispute with the objective of resolving the matter informally.

Step 2:

If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the aggrieved party and presented as a grievance to the Chief of Police within five (5) days of the informal meeting or notification of the supervisors decision at Step 1 whichever is later, but not later than seven (7) days from the date of the meeting if the supervisor fails to give the employee an answer. The Chief shall render his decision in writing within five (5) days of the receipt of the appeal.

Step 3:

If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Mayor within five (5) days from the date of the rendering of the decision in Step 2. Copies of the written decisions shall be submitted with the appeal. The Mayor, or his designee, shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the aggrieved party, his representative, and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor or his designee shall issue a written decision to the employee's representative with a copy to the employee if the employee requests one, within fifteen (15) days from the date of the hearing. If the aggrieved party is not satisfied with the decision at Step 3, he may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

49.05 The Union's Grievance Committee shall review the employee's grievance in order to determine its merit prior to any filing of the grievance. Should the Union decide the grievance is lacking sufficient merit, it may deny the employee its representational services. Such denial shall not be made in a perfunctory or arbitrary manner.

ARTICLE L

ARBITRATION PROCEDURE

50.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within thirty (30) days after the rendering of the decision at Step 3 or a timely default by the Employer at Step 3, the Union may submit the grievance to arbitration. Within this thirty (30) day period, the parties will meet to select an arbitrator from the permanent panel of arbitrators.

50.02 The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

50.03 The arbitrator shall not decide more than one (1) grievance on the same hearing day or series of hearing days except by the mutual written agreement of the parties.

50.04 The hearing or hearings shall be conducted pursuant to the Rules of the American Arbitration Association.

50.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. However, in the event of a split decision, the arbitrator shall apportion the fees and expenses. Neither party shall be responsible for any of the expenses incurred by the other party.

50.06 The arbitrators decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

50.07 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

50.08 An arbitrator will be selected by mutual agreement. If the parties cannot agree within (30) days from the Union's intent to arbitrate, the Union shall require a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS). Arbitrators names will be stricken alternately from the FMCS list until one (1) name remains who shall be designated the arbitrator to hear the grievance in question.

ARTICLE LI

DURATION

51.01 This Agreement shall be effective at 12:01 a.m. on January 1, 2016 and shall continue in full force and effect along with any amendments made and annexed hereto, until midnight December 31, 2017.

ARTICLE LII

EXECUTION

52.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this ____ day of _____, ____.

Approved as to form: _____

FOR THE UNION:

FOR THE EMPLOYER:

President

Robert Stefanik, Mayor
City of North Royalton

Eric Dean, Finance Director
City of North Royalton

ORDINANCE NO. 18-69

INTRODUCED BY: Mayor Stefanik

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE
FRATERNAL ORDER OF POLICE, LODGE 15 (POLICE DEPARTMENT RECORDS ROOM
CLERICAL STAFF, MAINTENANCE STAFF, AND ANIMAL CONTROL OFFICERS),
AND DECLARING AN EMERGENCY

WHEREAS: Council and the Administration have conducted extensive negotiations with the Fraternal Order of Police, Lodge 15 (Police Department Records Room Clerical Staff, Maintenance Staff, and Animal Control Officers) as the bargaining representative for certain members of the various departments in the city; and

WHEREAS: Such negotiations have provided a tentative agreement between the parties; and

WHEREAS: Council and the Administration have reviewed such proposal and do desire to ratify and adopt such Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON,
COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. The Mayor is hereby authorized and directed to enter into an agreement with the Fraternal Order of Police, Lodge 15 (Police Department Records Room Clerical Staff, Maintenance Staff, and Animal Control Officers) pursuant to terms and conditions approved by the Director of Law and substantially similar to a copy of which is attached hereto as Exhibit A and incorporated as if fully rewritten.

Section 2. Any and all ordinances in conflict with the express provisions of this Agreement are superseded by this Agreement.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were passed in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such actions were in meetings open to the public and in compliance with all legal requirements.

Section 4. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the city, and for the further reason that in order to facilitate payment of compensation to certain employees of the city, the foregoing Ordinance is required at the earliest possible time.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

AGREEMENT

between

THE CITY OF NORTH ROYALTON, OHIO

and

**FRATERAL ORDER OF POLICE, LODGE 15
(POLICE DEPARTMENT RECORDS ROOM CLERICAL STAFF,
MAINTENANCE STAFF, AND ANIMAL CONTROL OFFICERS)**

**EFFECTIVE: JANUARY 1, 2018
EXPIRES: December 31, 2020**

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ARTICLE I

PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of North Royalton, Hereinafter referred to as the "Employer" and FRATERAL ORDER OF POLICE, LODGE 15, hereinafter referred to as the Union.

ARTICLE II

PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to the citizens of the City of North Royalton, Ohio; 4) To avoid interruption or interference with the efficient operation of the Employer's business; and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE III

RECOGNITION

3.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment, as provided by the State Employment Relations Act, for all full-time and regular part-time employees employed and occupying the positions specifically set forth in Appendix "A," attached; excluding all casual, part-time, seasonal and temporary employees. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.

3.02 Any employee who is promoted from this bargaining unit to a position outside the bargaining unit, such as working foreman, shall have the right to return to the bargaining unit at his previously held position and the current wage rate of the position.

3.03 An employee who returns to the bargaining unit shall regain his seniority at the level he had at the time he was promoted to a supervisory position. No employee within the bargaining unit will be reduced in position or wage rate as a result of such return to the bargaining unit.

ARTICLE IV

NEW AND CHANGED JOBS

4.01 In the event the Employer establishes a classification which did not exist on the effective date of the Agreement and where there exists a community of interest, the Employer shall give written notice to the Union. Upon written request by the Union, the Employer will meet and confer about including the new classification in the existing bargaining unit. If the

parties are unable to agree, and impasse on the issue exists, the Union may petition the State Employment Relations Board for unit clarification, in accordance with Chapter 4117.

ARTICLE V

DUES DEDUCTIONS

5.01 During the term of this Agreement the Employer shall deduct regular monthly Union dues from the wages of those employees who have voluntarily signed dues deductions authorization forms permitting said deductions. The dues deductions shall be made from the first paycheck of each month. If the employee's pay for that period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next paycheck, providing the employee's check is sufficient to cover the deduction.

5.02 The Employer agrees to supply the Union with an alphabetical list of those employees, including address, social security number and amount deducted, from whom dues deductions have been made. Such list shall also include any deletions or additions and reasons therefor.

5.03 A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to FRATERAL ORDER OF POLICE, LODGE 15, as soon as possible, but not later than seven (7) days from the date of making said deductions.

5.04 The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this article and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE VI

FAIR SHARE FEE

6.01 All bargaining unit employees who are not members in good standing of the Union shall be required to pay a fair share fee to the Union as a condition of continued employment.

6.02 All bargaining unit employees, who do not become members in good standing of the Union, shall be required to pay a fair share fee to the Union effective sixty-one (61) calendar days from the employee's date of hire or the date of execution of this Agreement, whichever is later, as a condition of employment.

6.03 The fair share fee amount shall be certified to the Employer by the Union. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

6.04 Payment to the Union of fair share fees shall be made in accordance with the regular dues deductions as provided herein. The Employer shall provide the Union with an alphabetical list of the names, social security numbers and addresses of those employees who had a fair share fee deducted along with the amount of the fair share fee deduction.

6.05 The City shall provide each newly hired bargaining unit employee with a copy of FRATERAL ORDER OF POLICE, LODGE 15 fair share fee (agency fee/union shop) notice. Such notice shall be presented to each newly hired bargaining unit employee within the first thirty (30) days of employment. A sufficient supply of fair share fee (agency fee/union shop) notices shall be provided by FRATERAL ORDER OF POLICE, LODGE 15 to the City to allow the City to meet this obligation. The City shall require that the newly hired bargaining unit employee sign a receipt acknowledging that the notice was presented. The City shall mail each original receipt to the FRATERAL ORDER OF POLICE, LODGE 15 Regional Office.

ARTICLE VII MANAGEMENT RIGHTS

7.01 Not by way of limitation of the following paragraph, but to only indicate the type of mailers or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire, discharge, transfer, suspend and discipline employees for just cause; 2) determine the number of persons required to be employed, laid off or discharged for just cause; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all reasonable rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) consolidate, merge or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes of work; 14) terminate or eliminate all or any part of its work or facilities.

7.02 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer with regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE VIII NO-STRIKE

8.01 The Union does hereby affirm and agree that it will not, either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

8.02 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent

ARTICLE XI

PART-TIME EMPLOYEES

11.01 Regular part-time employees shall only be entitled to accrue sick leave, on a pro-rata basis and jury duty wages and shall not be entitled to any other fringe benefits under this Agreement.

11.02 Part-time employees shall not receive any sick leave or *vacation* pay back options as set forth in this Agreement.

11.03 Effective July 1, 2018 regular part-time employees that average a minimum of twenty hours (22) hours per week per year and have 1 year of continuous service with a minimum total of 1,144 hours worked, shall be awarded vacation time as long as they remain eligible (average 22 hours of work per week) based on length of service as follows:

Vacation Credit for permanent part-time employees

After one (1) year of employment 24 hours

After three (3) years of employment 48 hours

After five (5) years of employment 72 hours

(2018 vacation credit will be prorated)

Vacation will be awarded on the employee's anniversary date, but available for use in the calendar year beginning on January. Employees who retire/separate from service and who have used vacation leave before their anniversary date of awarded vacation shall have their final salary adjusted/reduced for such advanced vacation pay.

Vacation time shall be taken at a time approved by the Department head based upon staffing needs, full time employee leaves, or if necessary, seniority. Vacation time shall be used only in 8 hours increments.

Vacation time shall be used in the calendar year, any vacation time that is unused by December 31st shall be deemed forfeited unless otherwise approved by the Mayor due to staffing issues or other extreme circumstances.

ARTICLE XII

PROBATIONARY PERIOD

12.01 The probationary period for all newly hired employees and promotional probationary employees shall be six (6) months and ninety (90) days, respectively. Employees shall have no seniority during probationary periods, however, upon completion of the probationary period, seniority shall start from date of hire.

12.02 The Employer shall have the sole discretion to discipline or discharge newly

hired probationary employees and any such action shall not be appealable through any Grievance or Arbitration Procedure herein contained or to any Civil Service Commission.

ARTICLE XIII

BULLETIN BOARDS

13.01 The Employer agrees to provide lockable employee bulletin boards in each of the following areas:

- a) Animal Control Building
- b) Police Department

13.02 The Union shall provide the Employer with a key to the bulletin boards. The bulletin boards shall be located near the employee reporting areas.

13.03 Notices or postings shall not contain anything of a local political or derogatory nature reflecting upon the Employer, any of its employees or officers, or the labor organization.

13.04 Copies of all material to be posted shall be provided to the Employer at the time of posting.

13.05 The Employer will also provide the Union a mail slot at City Hall, if such slot is available.

ARTICLE XIV

UNION REPRESENTATION

14.01 Employees selected by the Union to act as Union representatives for the purpose of processing grievances under the Grievance Procedure shall be known as "Stewards." Each Steward shall have an alternate who shall act as Steward only when the regular Steward is absent from work. The Union shall notify the Employer, in writing, of its selections.

14.02 The Employer shall recognize two (2) Stewards. The Stewards shall represent employees on all shifts.

14.03 The Union President and Stewards, as described in paragraph 14.02 of this Article, shall be allowed reasonable time to address matters set forth in paragraph 14.01, above, and the Union President may attend to Union matters, not to exceed two (2) hours per month, without loss of pay during working hours, provided prior notice and approval is given by his immediate supervisor.

14.04 Stewards and Union Officers shall adhere to the following procedure in processing grievances and in carrying out all other functions of their offices.

- A. An employee having a grievance as defined herein shall notify his Steward who will notify the employee's immediate supervisor to arrange for the

release of the employee to meet with the Steward.

- B. Before leaving his job, the Steward shall record on a Steward Activity Sheet the time he starts his Union work. Upon request, a copy of the record will be furnished to the Union.
- C. Upon returning to his job, the Steward shall first report to his own supervisor before resuming work if the supervisor is available, or, if he is unavailable, as soon as possible after resuming work.
- D. In the event of the absence of the Steward and the Alternate Steward, the President shall be called in their place. In the absence of the President, the Vice-President shall be called.
- E. A Steward having an individual grievance in connection with his work may ask for the President to assist him in adjusting the grievance with his supervisor.

14.05 There shall only be one (1) Union representative who is a City employee at any grievance meeting, plus the FOP representative. No other representative shall attend such a meeting without the express approval of the Union and Employer. There shall be no recording devices used at any such meetings without the mutual agreement of the Employer and Union.

ARTICLE XV

SENIORITY

15.01 Seniority shall be defined as an employee's uninterrupted length of continuous employment with the Employer. A probationary employee shall have no seniority until he satisfactorily completes the probationary period which will be added to his total length of continuous employment.

15.02 An employee's seniority shall be terminated when one or more of the following occurs:

- a) He resigns;
- b) He is discharged for just cause;
- c) He is laid-off for a period of time exceeding eighteen (18) months;
- d) He retires;
- e) He fails to report for work four (4) consecutive working days without having given the Employer advance notice of his pending absence, unless he is physically unable to do so as certified by the appropriate authority;
- f) He becomes unable to perform his job duties due to illness or injury and is unable to return to work within one (1) year or upon the expiration of any leave applicable to him, whichever is greater;
- g) He refuses to recall or fails to report to work within fourteen (14) working days from the date the employee receives a recall notice, by certified mail.

15.03 If two (2) or more employees are hired or appointed on the same date, their relative seniority shall be determined by the drawing of lots.

15.04 The City shall provide the Union with a current seniority list within thirty (30) calendar days after the signing of the contract and annually thereafter. The seniority list shall be made up by classification and shall contain, in order of date of hire, the name, department date of hire, and designation as to full-time or part-time status for each employee. The City shall provide the Local Union President with a written list of additions to or deletions from the seniority list, if any, on a quarterly basis.

15.05 Seniority for part-time employees shall be on a pro-rata basis, with 2080 hours of actual service constituting one (1) year of seniority. Part-time employees may exercise seniority rights only against other part-time employees and probationary employees.

15.06 Full-time employees who were formerly part-time City employees shall have their part-time City service counted for seniority purposes on a pro-rata basis. The former part-time service must be continuous and uninterrupted and this service must also be immediately concurrent with the full-time service to qualify. Part-time service shall be on the basis of 2080 hours of constituting one (1) full year of service.

ARTICLE XVI

LAY-OFF AND RECALL

16.01 Where, because of lack of work, lack of funds or reorganization, resulting in abolishment of jobs or functions, the Employer determines it necessary to reduce the size of its workforce, the Employer shall give written notice to the Union President or his designee no less than twenty-one (21) days in advance of any such lay-off, indicating how many employees will be affected and what department(s) are being reduced. Such reductions shall be made in accordance with the provisions hereinafter set forth.

16.02 Employees within affected classifications shall be laid off according to their relative seniority (within the department) with the least senior employee being laid off first, providing that all students, temporary, part-time, seasonal and probationary employees within the affected classifications are laid off first. For the purposes of this article, department or bargaining unit shall mean the various positions included in Appendix "A".

16.03 Employees who are laid off from one classification may displace (bump) another employee with lesser seniority in a lower rated classification within the same department.

16.04 Employees who are bumped by a more senior employee shall be able to bump another employee with lesser seniority in a lower rated classification pursuant to the provisions of paragraph 16.03, above.

16.05 At the end of the bumping process, the employee who is bumped and unable to bump another employee pursuant to the above provisions, shall be laid off.

16.06 Employee(s) who are laid off, shall have the option of bumping another employee pursuant to the above provisions, or being directly laid off by the Employer.

16.07 In all cases where one (1) employee is exercising his seniority to bump another employee, his right to bump into another department is subject to the conditions that he is qualified for the position and able to perform the functions and duties of the position into which he is attempting to bump, as determined by the Employer.

16.08 Recalls shall be in the inverse order of lay-off and a laid off employee shall retain his right to recall for eighteen (18) months from the date of his lay-off.

16.09 Notice of recall shall be sent to the employee's address listed on the Employers records and shall be sent by certified mail. An employee who refuses recall or does not report for work within fourteen (14) days from the date the employee receives the recall notice, shall be considered to have resigned his position and forfeits all rights to employment with the Employer.

16.10 Employee(s) scheduled for lay-off shall be given a minimum of twenty-one (21) days advance notice of lay-off.

16.11 Each notice of lay-off shall contain the following information:

- 1) The reason for lay-off or displacement;
- 2) The date that the lay-off or displacement becomes effective;
- 3) The employee's seniority date in the classification;
- 4) A statement advising the employee of the right to recall and re-employment.

16.12 In the event of extenuating circumstances such as illness, injury, or other good cause preventing the employee from returning within the time limit above, the City may, at its sole discretion, grant a reasonable extension, not to exceed thirty (30) days. In the event such illness or injury precludes an employee from returning to work within the time limit above (including extension), such employee shall be by-passed for recall, but shall remain on the recall list, for the remainder of the term of the recall period. The denial of an extension shall not be made in an arbitrary manner.

16.13 In the event a job opening occurs in a lower rated classification, the most senior employee on lay off will be recalled and given the option of accepting the job or not, provided he has the ability and qualifications, as determined by the Employer, to perform the work in question. If the employee accepts the job opening, he will have the right to claim his original classification in the event it becomes available within eighteen (18) months.

16.14 Recall lists shall be kept current by the City. The Union President shall be furnished and/or forwarded a copy of all recall lists as they are made current by the City.

ARTICLE XVII

VACANCIES AND JOB POSTINGS

17.01 When a job vacancy or vacancies occur within the bargaining unit and the Employer intends to fill the vacancy, the Employer will post an announcement of such vacancy or vacancies on all Union bulletin boards. Said postings shall remain posted for a period of five (5) working days. The announcement shall contain the job title of the vacancy, a brief job description and the rate of pay, and the date of the posting and bid deadline date.

17.02 Any employee wishing to apply for the posted vacancy must submit his letter of intent in writing to the Mayor's office by the end of the posting period in order to be considered for the position.

17.04 If the job is to be filled, the effective date of the promotion shall be as soon as possible, but no later than thirty (30) days after the selection has been made, and once the selection has been made, the Employer will notify all applicants and the Union President, or his designee, of the selection.

17.05 Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position from the bargaining unit for a period of one hundred eighty (180) days, pending the Employer's determination to fill the vacancy on a permanent basis.

17.06 An employee who is awarded a new job title shall be required to satisfactorily complete a ninety (90) day probationary period. He will be considered to have qualified on the new job when he satisfactorily performs the required duties with no more supervision than is required of other employees on the same or similar jobs and when his record as to quality and quantity of work meets the standards applicable to the job. If, during the probationary period or at the end of the probationary period, it is determined, at the Employers discretion, that the employee cannot satisfactorily perform the new job, he may be returned to his previously held position at his prior rate of pay.

17.07 If no applications are received or if the Employer determines that none of the applicants are qualified for the job, the Employer may fill the job by hiring a qualified new employee from outside the bargaining unit.

17.08 No employee shall be eligible for promotion under these provisions who has not satisfactorily completed the required probationary period for his existing position.

ARTICLE XVIII

TEMPORARY TRANSFERS

18.01 Any employee who is temporarily assigned to a job classification with a rate of pay lower than the rate of pay he is regularly paid, shall receive his regular rate of pay for all time worked in such position.

18.02 The Employer will not transfer employees subject to temporary assignment for the sole purpose of avoiding the higher pay rate, set forth above.

18.03 Temporary assignments or transfers will not normally exceed six (6) months. Employees will not be transferred from such temporary assignment or transfer for the sole purpose of extending the above six (6) month period.

ARTICLE XIX

DISCIPLINE

19.01 Disciplinary action taken by the Employer shall be for just cause.

19.02 Prior to any discipline being imposed, the non-probationary employee shall be given a meeting with the Department Head or his designee and with his Union Representative to respond to any proposed disciplinary charges.

19.03 Any non-probationary employee who is to be suspended, disciplined or discharged shall be given written notice regarding the reason(s) for the disciplinary action within seven (7) days after the Employer determines that the employee shall be disciplined.

19.04 Discipline shall normally be applied in a corrective progressive manner. However, should the severity of an employee's conduct or disciplinary record so warrant, an employee may be subject to suspension or discharge.

19.05 In case of a suspension or a dismissal of a non-probationary employee, the employee may immediately file a grievance at Step 3 of the grievance procedure.

19.06 Records of disciplinary action not resulting in time off which are twelve (12) months old, shall not be used against the employee in the consideration of subsequent disciplinary action if there has been no occurrence of a similar type incident within the twelve (12) month period.

19.07 Records of disciplinary action resulting in time off which are three (3) years old, shall not be used against the employee in the consideration of subsequent disciplinary action if there has been no occurrence of a similar type incident within the three (3) year period.

ARTICLE XX

DISCIPLINARY PROCEDURE

20.01 All employees shall have the following rights:

A. An employee shall be entitled to only Union representation at each step of the disciplinary procedure.

B. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or

working conditions as a result of the exercise of his rights under this procedure.

20.02 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the provisions contained herein and the employee's employment shall be terminated.

20.03 Discipline shall be imposed only for just cause. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The Notice served on the employee shall contain a reference to dates, times and places, if possible, and shall also be given to the local union president and steward. The Employer shall notify the employee and the Union within seven (7) days after the Employer has knowledge of the incident that the Employer intends to impose discipline that may result in a suspension or discharge. Disciplinary actions resulting in a reprimand shall be imposed within ten (10) days after the Employer has knowledge of the incident. Notice of Disciplinary actions resulting in a suspension or discharge shall be issued within sixty (60) days after the Employer has knowledge of the incident resulting in the proposed disciplinary action.

20.04 Before any discipline is imposed, the employee and his/her union representative shall be entitled to a pre-disciplinary hearing before the employee's department head. If after this hearing the department head decides to impose a penalty that does not involve a suspension, demotion, or removal from service, the department head may impose the penalty, and the employee may grieve it.

Where the department head seeks as a penalty the imposition of a suspension without pay, a demotion or removal from service, he shall make such a recommendation to the Mayor and notice of such proposed discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt request, with a copy to the local union president and steward. If the employee grieves the proposed suspension, demotion, or removal from service, the Mayor or designee shall convene a hearing at Step 3 of the grievance procedure.

20.05 The Union on behalf of all the employees covered by this Agreement and its own behalf hereby waives any and all rights previously possessed by such employees to appeal any form of disciplinary action (e.g. suspensions, demotion or discharge) to any Civil Service Commission.

20.06 Discipline shall not be implemented until either:

1. the matter is settled, or
2. the employee fails to file a grievance within the time frame provided by this procedure, or
3. the penalty is upheld by the arbitrator or a different penalty is determined by the arbitrator, or

4. the penalty may be imposed after the hearing before the Mayor in Section 20.04, subject to the Union's right to appeal it to arbitration.

ARTICLE XXI

SICK LEAVE

21.01 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; and/or 3) serious injury, illness or death in the employee's immediate family.

21.02 All full-time employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours worked, excluding overtime, and may accumulate such sick leave hours to an unlimited amount.

21.03 An employee who is to be absent on sick leave shall notify the supervisor of such absence and the reason therefor at least one-half (1/2) hour before the start of his work shift each day he is to be absent, when possible.

21.04 Sick leave may be used in segments of not less than one (1) hour.

21.05 The Department Head may require such proof of illness, injury or death as may be satisfactory to him, (e.g., obituary notice from a newspaper) or may require the employee to be examined by a physician designated by the Department Head and paid by the Employer. In the event, an employee absent for more than three (3) consecutive days must supply a physician's report to be eligible for paid sick leave. Such requirement shall not be imposed in an arbitrary or capricious manner.

21.06 If the employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Department Head finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

21.07 Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline as may be determined by the Department Head.

21.08 The Department Head may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined, by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his normal duties and that his return to duty will not jeopardize the health and safety of other employees.

21.09 When the use of sick leave is due to serious illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse and children unless the employee has no spouse in which case the employee's parents shall be included in the immediate family. When the use of sick leave is due to death in the immediate family,

"immediate family" shall be defined to only include the employees parents, spouse, child, brother, sister, grandparents, parents-in-law, brother-in-law and sister-in-law, aunts and uncles.

21.10 An employee who transfers from this Department to another Department of the Employer, shall be allowed to transfer his accumulated sick leave to the new Department, providing that his amount or accumulated sick leave shall not exceed the accumulation limit in effect in his new Department.

21.11 Each employee who has accumulated in excess of nine hundred (900) hours sick leave and has not used all the sick leave hours accumulated since December 31st of the previous year may receive payment for the unused sick leave accumulated during that year to the ratio of one (1) hour of pay for each three (3) sick leave hours (one-third of sick leave accrual for that year) and one (1) hour for each three (3) sick leave hours (one-third of sick leave accrual for that year) will be added to the employee's total accumulated sick leave. The eligible employee who has met the threshold amount of sick leave accumulation may, at his option, elect not to take the cash option but may continue to accumulate two-third (2/3) of his accrued sick leave for that calendar year. One-third of the annual unused sick leave shall be forfeited to the City each year upon accrual of the threshold amount. The option to cash out one-third time or to accumulate two-thirds (2/3) must be made immediately after December 31st. Employees who opt for the cash conversion of sick leave will be paid in the first pay period in February at the prior year's rate of pay. Upon retirement of a full-time employee who has not less than ten (10) years of continuous service with the Employer and is eligible to receive payments from a state pension plan, the employee shall be entitled to receive a cash payment equal to his rate of pay at the time of retirement multiplied by one-half (1/2) the total number of accumulated and unused sick leave hours, earned by the employee as certified by the Finance Director, providing that such resulting number of hours to be paid shall not exceed six hundred fifty (650) sick leave hours.

21.12 An employee shall be granted time off with pay without deduction from any sick leave for the purposes of attending the funeral of a member of the employee's immediate family. The employee shall be entitled to a maximum of three (3) days off for each death in the immediate family. For the purposes of this article, "immediate family" shall be defined to only include the employee's spouse, children, parents, brothers, sisters, parents-in-law or person in loco parentis.

21.13 Funeral leave may be extended upon approval, with the use of holidays, vacation days, sick days or compensatory days.

21.14 When an employee is unable to work due to a serious illness or injury and has used all available accumulated leave, the City may permit any other bargaining unit member(s), who has (have) a minimum of 400 hours of sick leave, at that employee's discretion, to transfer their accumulated sick leave up to eighty (80) hours and/or bonus sick leave from their own account to that of the employee without any accumulated leave. Such transfers shall not count as sick leave usage of the employee donating the leave for purposes of this Agreement.

ARTICLE XXII

INJURY LEAVE

22.01 When an employee is injured in the line of duty, he shall be eligible for a paid leave not to exceed ninety (90) calendar days per incident. In order to be eligible for injury leave, the employee shall file a Workers Compensation claim for lost wages, i.e., temporary total disability, and shall sign a waiver assigning to the City all sums received by the employee from Workers Compensation for lost wages to a maximum of ninety days or the amount of injury leave benefits advanced by the City. In the event Workers Compensation ultimately denies benefits to the employee, after the employee has exhausted all available appeals and administrative remedies provided under the Worker Compensation Act, then the employee shall reimburse the City one-half (1/2) of the injury leave received through reduction of all accrued leaves, current or future.

22.02 If at the end of this ninety (90) calendar day period the employee is still disabled, the leave may, at the Employers sole discretion, be extended for additional ninety (90) calendar day periods, or parts thereof.

22.03 The Employer shall have the right to require the employee to have a physical exam by a physician appointed and paid by the Employer resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this article. The designated physician's opinion shall govern whether the employee is actually disabled or not, and for the period in which the employee is disabled, but shall not govern whether the Employer shall extend the period of leave or if the injury was duty related. If there is a conflict between the employee's and Employers physicians, a third physician shall be consulted whose opinion shall govern. This third physician shall be selected by a mutual agreement between the Employer and the employee, who shall share the costs equally.

22.04 If the attending physician(s) of an employee so certifies that the employee may return to temporary light or temporary restricted duty, the City, at its discretion, and if the City has suitable work for such employee, may assign the employee to light duty work.

22.05 All employees are subject to the City's Transitional Work Program Policy.

ARTICLE XXIII

FAMILY & MEDICAL LEAVE

23.01 The Employer, upon request of an employee, because of the birth of a child or the care for a newborn child, the adoption of a child; the need to care for a spouse, child or parent with a serious health condition, or the employee's serious health condition, shall grant a leave of absence without pay or benefits except as provided in this Article. Any employee on an unpaid family medical leave of absence, (i.e., one who has exhausted all paid leaves) or employee requests unpaid FMLA leave, shall not earn vacation, holidays, sick leave or any other contractual time off benefits.

23.02 The Family and Medical Leave shall not exceed six (6) months. Leave shall start

and be computed in a rolling year when first approved. If the employee is unable to return to active work status within six (6) months, such employee may be granted a reasonable extension.

23.03 An employee using Family and Medical Leave shall be entitled to twelve (12) weeks of health insurance as provided in Article XXVIII of this Agreement. During the remaining balance of the Family and Medical Leave, the employee shall have the right to purchase health insurance at the City's group rate at the employee's cost.

23.04 An employee requesting Family and Medical Leave must present, at the time the request is made, a certificate stating the probable period for which the employee requests this leave.

23.05 Upon request, employee shall be permitted to use any or all of the employee's accumulated leave credit which will not count against an employee's annual Family and Medical Leave for purposes of receiving the health insurance coverage paid by the Employer but shall count as FMLA leave. The Employer may require an employee to use accrued vacation or accumulated sick leave which shall be inclusive of the twelve weeks of Family Medical Leave. The Employer shall not require an employee who has forty (40) hours or less of vacation or sick leave to exhaust such time which are separate banks of accumulated time under this article.

23.06 A husband and wife employed by the City of North Royalton in any position or capacity are eligible for FMLA leave up to a combined total of twelve (12) weeks of leave during the twelve month period referenced in Section 23.02, except that an employee who is a member of this bargaining unit is entitled to a combined six (6) months, if the leave is taken:

- (1) For the birth of the employee's son or daughter or to care for the child after birth;
- (2) For placement of son or daughter with the employee for adoption or foster care, or to care for the child after placement; or
- (3) To care for the employee's parent with a serious health condition.

ARTICLE XXIV

UNPAID LEAVES OF ABSENCE

24.01 An employee who has completed one (1) year of continuous service with the Employer may be granted a leave of absence without pay or benefits because of injury, illness, education purposes, and employment by the Union, or other personal reasons, including maternity leave. The decision to grant the leave or the length of the leave period will be at the discretion of the Employer with due consideration given to the reasons and evidence presented by the employee to the Employer. Such requests shall not be unreasonably denied.

24.02 All leaves of absence (and any extensions thereof) must be applied for and granted in writing on forms provided by the Employer (with a copy to the employee). Except in cases of emergency, the leave request shall be filed with the employee's Department Head not later than two (2) weeks prior to the date on which the leave is to start. Along with the request for the leave, he shall supply any and all available documentation in support of said leave. This

documentation shall consist of medical proof of disability in cases where the leave is for medical purposes and the specific reason for the leave when the leave is for other purposes. An employee will be notified in writing within five (5) working days from the date the application was made of the approval or disapproval of the leave of absence request for ten (10) working days or less. For a leave request in excess of ten (10) working days, the employee will be notified within two (2) weeks from the date the application was made of the approval or disapproval of the leave. An employee who is granted such a leave shall not accrue any benefits during his absence, including seniority.

24.03 Leaves of absence will not be granted for the employee to seek employment with another employer, nor shall any employee work for another employer during the time period he is on leave. Any employee who works for another employer while on leave shall have his leave canceled immediately and be subject to disciplinary action.

24.04 When an employee returns to work after a leave of absence, he will be assigned to the position which he formerly occupied or to a similar position if his former position no longer exists at the applicable rate of pay, provided the employee is able to perform the work.

24.05 An employee may, upon request, return to work prior to the expiration of any leave of absence, provided that such early return is agreed to by the Employer.

24.06 Employees absent from work without authorization or approval shall be considered on an unauthorized leave. An unauthorized leave for a period of more than four (4) eight (8) hour consecutive working days may, at the Employers discretion, subject the employee to disciplinary action, including discharge.

ARTICLE XXV

APPLICATION FOR LEAVE OF ABSENCE

25.01 All leaves of absence without pay and any extension thereof must be applied for in writing to the Mayor or his designee, on forms supplied by the Employer, at least ten (10) working days prior to the proposed commencement of the leave except in serious or unusual circumstances, as determined by the Employer. Notification of the approval or denial of their requested leave shall be given to the employee in writing within five (5) working days after the submission of the request. Any denial of a requested leave shall include the reason for the denial.

ARTICLE XXVI

MILITARY LEAVE

26.01 In accordance with state and federal law, any employee who presents official orders requiring his attendance for a period of training or other active duty as a member of the United States Armed Forces shall be entitled to military leave as set forth in the Ohio Revised Code. However, the employee shall surrender his military leave pay to the Employer up to his regular rate of pay and shall receive up to 176 hours of pay annually, or up to 31 days whichever is greater, at his normal rate of pay .

ARTICLE XXVII

JURY AND WITNESS DUTY

27.01 Any regular full or permanent part time employee called for jury duty or subpoenaed as a witness shall be granted a leave of absence for the period of jury service or witness service and will be compensated his regular pay for work absences necessarily caused by the jury duty or witness duty. To be eligible for jury duty pay or witness pay, an employee shall turn in to the Employer a jury pay voucher or a witness pay voucher showing the period of jury service or witness service and the amount of jury pay or witness pay received.

ARTICLE XXVIII

UNION CONVENTIONS & CONFERENCES

28.01 Two (2) duly elected Union delegates or alternates shall be granted time off without pay, not to exceed five (5) days, per calendar year, for the purpose of attending Union related seminars, conventions, etc. Leave requests shall not be unreasonably denied but shall be limited according to the operational needs of the Employer.

ARTICLE XXIX

HOLIDAYS

29.01 All full-time employees shall receive the following paid holidays:

New Years Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
Personal Days (9)

29.02 In order to be eligible for the above holidays, the employee must report to work and actually work the last scheduled work day before the holiday, first scheduled workday immediately after the holiday, or the holiday if the employee is scheduled, unless specifically excused by the Department Head, exclusive of sick leave. However, if the employee is hospitalized or on approved sick leave from a known serious illness at this time, he shall be paid for the holiday instead of sick leave.

29.03 If any of the above fixed named holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. If any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday.

29.04 When an employee works on any of the above fixed holidays or the day on which it is celebrated, he shall receive his normal hourly pay for that day, plus his normal overtime rate for all hours worked.

29.05 If any of the above fixed holidays occur when the employee is on vacation, the employee shall be entitled to an additional day off at his regular hourly rate of pay.

29.06 The "personal days" may be taken at the discretion of the employee provided he receives advance approval from his Department Head.

29.07 Employees shall have the option of electing to take either the time off with pay or to be paid for the holidays at his or her straight time rate of pay. All days under this Article not taken off during a calendar year shall be paid for in the first pay period in February each year at the prior year's rate of pay (year in which personal days were earned).

29.08 In the event that an employee, for any reason, leaves employment with the City during the calendar year, then the City shall prorate and payout that portion of the employee's unpaid personal days that are properly payable.

ARTICLE XXX

VACATIONS

30.01 Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule:

<u>Length of Service</u>	<u>Weeks</u>
After one (1) year	Two (2)
After five (5) years	Three (3)
After ten (10) years	Four (4)
After fifteen (15) years	Five (5)
After twenty (20) years	Six (6)

30.02 Earned vacation shall be awarded on the employee's anniversary date but may be available for use in the calendar year beginning January. Vacation time must be used in the calendar year or it shall be forfeited. If an employee, due to reasons beyond his control is unable to take his vacation as stated herein, it may be carried over into the next year only upon the advanced written approval of the Mayor. Employees who retire/separate from service who use vacation leave before their anniversary date of earned vacation shall have their final salary adjusted/reduced for such advanced vacation pay.

30.03 Vacation time shall be taken at a time approved of in advance by the Department Head with the most senior employee granted a preference when two (2) or more employees request the same time period. The Department Head shall have the authority to assign vacation periods to insure an adequate staffing of the Department and to insure all employees utilize their vacation time

30.04 Employees shall be allowed to utilize up to one (1) week vacation in daily segments. Any vacation time of more than one (1) week to be used in daily segments shall be utilized at the sole discretion of the Employer.

30.05 If an employee with at least one (1) year of seniority voluntarily terminates his employment or is involuntarily terminated by the Employer, he shall be eligible and entitled to receive payment for all earned and accrued, but unused, vacation time. In the case of death of the

employee, said vacation time shall be paid to the employee's estate.

30.06 If an employee is laid off, he shall receive payment for his vacation time as though he had been terminated pursuant to paragraph 30.05, above.

30.07 Employees must use at least two (2) weeks of vacation leave each year. Any employee eligible for more than two (2) weeks of vacation, the employee may convert up to one week (5 days) of unused vacation to a cash payment. Such payment will be made in the first pay in February at the prior year's rate of pay (year of unused vacation).

However, upon completion of twenty (20) years of service, an employee may reserve up to two (2) weeks of vacation, which shall be paid out upon retirement.

30.08 An employee hired before December 31, 1993 is entitled to have his prior service with the State of Ohio or any other political subdivision of the State counted for purposes of vacation accrual under this Agreement. Such prior service shall be calculated as 2080 hours being the equivalent of one (1) year of service. Employees hired on or subsequent to January 1, 1994 shall have only his prior service with the City of North Royalton counted for purposes of vacation accrual on a pro-rata basis with 2080 hours being the equivalent of one (1) year of service.

ARTICLE XXXI

HOURS OF WORK

31.01 The normal workweek for regular, full-time employees shall be forty (40) hours, in five (5) consecutive days of eight (8) hours each day, excluding meal periods, commencing 12:01 Sunday through midnight Saturday.

31.02 Employees shall be given an uninterrupted one-half (1/2) hour for a scheduled lunch period, exclusive of travel and wash-up time, unless other mutually satisfactory arrangements are made between the employee(s) and management.

31.03 Employees shall be permitted two (2) fifteen (15) minute breaks each eight (8) hour work period. Breaks shall be scheduled, by the Employer, on or near 10:00 a.m. or 2:00 p.m. or as determined by work processes.

31.04 Employees working an overtime assignment of not less than four (4) hours shall be entitled to lunch and break periods as set forth above.

ARTICLE XXXII

OVERTIME PAY

32.01 Employees shall receive one and one-half (1 1/2) times their regular hourly rate, or at the employee's option, compensatory time at the rate of time and one-half for all hours actually worked in excess of eight (8) hours per day, or forty (40) hours per week. No employee shall accumulate more than one hundred twenty (120) hours of compensatory time. Any unused compensatory time accumulation shall be paid to the employee on the first pay after December

31st of each year at the employee's regular rate of pay on December 31st.

32.02 For the purpose of computing overtime pay or compensatory time credit, time worked shall include only vacation, holiday and compensatory time but shall exclude sick leave.

32.03 Employees called or scheduled to work on a holiday, as defined herein, shall receive their holiday pay plus one and one-half (1 1/2) times their regular rate, or compensatory time, for hours actually worked.

32.04 Employees shall be permitted to use accumulated compensatory time with not less than one (1) day's notice, or in the case of emergency, at the Employer's discretion. Such compensatory time requests shall not be unreasonably denied.

ARTICLE XXXIII

OVERTIME ASSIGNMENT AND EQUALIZATION

33.01 The Employer will attempt to distribute overtime work in a fair and equitable manner, providing that such attempts do not impair the orderly and efficient operation of the affected department.

ARTICLE XXXIV

CALL-IN PAY

34.01 An employee who is called in to work at a time when he is not regularly scheduled to report for work shall receive a minimum of three (3) hours pay at the applicable rate of pay, provided such time does not abut or overlap the employee's regularly scheduled work period.

ARTICLE XXXV

WAGES

35.01 Effective January 1, **2018**, employees shall receive wages in accordance with the Wage Schedule in Appendix B.

2018-2.5%; 2019-2%; 2020-2%

35.02

Step 1	Entry to 1 year	\$1.00 less than first year rate in Section 35.01
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Step 2	After 1 year	First year rate in Section 35.01
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Step 3 After 2 years Second year rate in Section 35.01

Step 4 After 3 years Third year rate in Section 35.01

35.03 For all new employees, hired on or after January 1, 2010 who are promoted to a new position pursuant to Article 12 of this Agreement or by agreement of the parties, will be paid at first step of new position which is greater than their prior rate of pay pursuant to Articles

35.04 All full time employees who have completed their probationary period and who have obtained CCH certification, as determined by the Chief of Police, shall be paid an annual professional wage supplement of Six Hundred Dollars (\$600). This professional wage supplement will be paid annually in a lump sum amount, the first pay in February.

35.05 Employees who are assigned and actually work in a higher classification shall receive the first year rate for such higher classification for all hours actually worked. If the first year rate of the higher classification is less than the employee's current hourly rate, then the employee will be paid the next step of the higher classification which is greater than the employee's current hourly rate.

35.06 Employees shall receive one separate check for all payments other than payroll, such as accumulated overtime, longevity, or clothing allowance.

ARTICLE XXXVI

PENSION "PICK-UP"

36.01 As permitted by the Internal Revenue Service and Public Employees Retirement System, the Employer agrees to continue to implement the "salary reduction" method for pension "pick-up".

ARTICLE XXXVII

LONGEVITY

37.01 All employees will be awarded longevity payments at the rate of one hundred dollars (\$100.00) for each year of full-time service commencing on the employee's fifth (5th) anniversary date of full-time service. At that time, the employee will become entitled to a sum of five hundred dollars (\$500.00), which will be paid in lump sum on the first pay period ending after his anniversary date. Employees with more than five (5) years of full-time service shall be entitled to the appropriate amount as specified in the longevity payment schedule. Longevity shall continue to be awarded on the employee's successive anniversary dates according to this procedure and the below listed longevity schedule.

5th Anniversary	\$ 500.00	13th Anniversary	\$1,300.00
6th Anniversary	\$ 600.00	14th Anniversary	\$1,400.00
7th Anniversary	\$ 700.00	15th Anniversary	\$1,500.00
8th Anniversary	\$ 800.00	16th Anniversary	\$1,600.00
9th Anniversary	\$ 900.00	17th Anniversary	\$1,700.00

10th Anniversary	\$1,000.00	189th Anniversary	\$1,800.00
11th Anniversary	\$1,100.00	19th Anniversary	\$1,900.00
12th Anniversary	\$1,200.00	20th Anniversary	\$2000.00

Effective 2013, the longevity steps as set forth above shall be extended by five steps as follows:

21 st Anniversary	\$2,100.00
22 nd Anniversary	\$2,200.00
23 rd Anniversary	\$2,300.00
24 th Anniversary	\$2,400.00
25 th Anniversary	\$2,500.00

ARTICLE XXXVIII INSURANCE

38.01 The Employer shall provide each full time employee with either individual or family coverage, as appropriate, with medical, vision, or dental coverage as selected by the Employer.

38.02 **Effective January 1, 2018 and thereafter, employees' monthly contribution for family or individual coverage shall be:**

Family: \$199.36
Individual \$74.17

Effective January 1, 2019 and thereafter, employees' monthly contribution for family or individual coverage shall be:

Family: \$210.00
Individual: \$ 79.00

Effective January 1, 2020 and thereafter, employees' monthly contribution for family or individual coverage shall be:

Family: \$220.00
Individual: \$83.00

38.03 **The Employee's medical coverage exposure, defined as in- network deductible, in- network co-pay, and/or in- network out of pocket maximum, or other plan design, as offset by other payments, including but not limited to HSA employer contributions shall not exceed the following:**

	<u>Family plan</u>	<u>Individual plan</u>
<u>2018</u>	\$800	\$500

2018 employee medical coverage exposure: family in-network deductible/co-pay and out of pocket \$2700 less employer HSA contribution of \$1900 for a \$800 family employee medical coverage exposure; single in-network deductible/out of pocket \$1350 less employer HSA contribution of \$850 for a \$500 single employee medical coverage exposure.

	Family plan	Individual plan
<u>2019</u>	\$1,200	\$750
<u>2020</u>	\$1,300	\$800

All Employee insurance premium contributions shall be by payroll deduction. In the event that an employee is not receiving a paycheck said employee will be permitted to voluntarily pay his/her portion of the premium directly to the City for so long as said person is employed.

All Employee insurance premium contributions shall be by payroll deduction. In the event that an employee is not receiving a paycheck said employee will be permitted to voluntarily pay his/her portion of the premium directly to the City for so long as said person is employed.

38.04 The Employer shall provide life insurance in the amount of Fifteen Thousand Dollars (\$15,000.00) for each employee.

~~38.05 The Employer will provide vision care and dental coverage as selected by Employer.~~

38.05 The Employer shall continue to provide liability insurance in the present amount, providing such insurance continues to be available.

ARTICLE XXXIX

CLOTHING ALLOWANCE

39.01 The Employer will pay a uniform allowance to each active full-time employee each year, providing the employee is employed by the Employer at that time, according to the following schedule. Except for clerical employees in law enforcement departments, clerical employees are not eligible for a clothing allowance.

Animal Control	\$755
Police Department	\$755
Maintenance staff	\$600

The annual allowance as set forth above will be paid in two one-half (1/2) installments in the first pay period in January and July each year.

39.02 All part-time employees required to wear law enforcement uniforms will be paid one-half (1/2) the applicable full-time clothing allowance for their department and will be paid in the same manner in January and July as set forth in section 39.01.

Any employee on leave of absence or unpaid leave for more than three (3) consecutive months shall not be eligible for the clothing allowance provided in this Article.

39.03 The Employer shall continue to provide the foul weather gear it has traditionally provided in the past (e.g. gloves, boots, raincoats, etc.). Such gear shall be supplied as soon as practical after the request. The- Employer shall continue to supply uniforms to those positions it presently provides such uniforms.

ARTICLE XL TOOLS AND EQUIPMENT

40.01 The Employer shall provide employees all tools and equipment the Employer determines is necessary to the adequate performance of their job duties. All appropriate safety equipment shall also be provided.

ARTICLE XLI PRINTING

41.01 The parties shall share equally in the cost of printing this contract.

ARTICLE XLIII SCHOOL COST REIMBURSEMENT

43.01 The Employer will reimburse employees for approved expenses necessary to obtain, where directed by the Employer, and/or maintain licenses and/or certifications as required by state law.

ARTICLE XLIV PERSONAL LOSSES

44.01 Items of equipment or personal belongings of an employee which are damaged or destroyed while on the job, except due to employee negligence, shall be replaced or repaired at the Employer's expense after verification by the Department Head that said item(s) were indeed damaged or destroyed while on the job. Payments under this paragraph shall not exceed two hundred (\$200.00) dollars per calendar year per employee.

ARTICLE XLVI DRUG TESTING

46.01 The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance by employees is prohibited in the workplace, except as otherwise may be allowed by law, and employees in violation of this provision may be subject to disciplinary

action as set forth in this article. Further, an employee must notify the Employer of any drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

46.02 The Employer may, at its discretion, implement a drug testing procedure for all employees, providing such procedure is administered pursuant to the provisions hereinafter set forth. The administration of the testing shall be developed by the Union and Employer.

46.03 All employees may be required to submit to a drug test on an annual basis. Additionally, employees who operate heavy equipment, Employer owned motor vehicles and/or other equipment the misuse of which could lead to the injury of other employees or the public, shall be subject to one (1) random drug tests per year, provided such random test is not done for discriminatory purposes.

46.04 All laboratory and other fees shall be paid by the Employer. Any fees for a second test shall be paid by the Employer. The agency or laboratory shall be a professional enterprise capable of administering such testing.

46.05 In the event an employee tests positive for substance abuse, a second exam shall be given to confirm the initial exam. All results from initial and secondary tests shall be kept confidential by the Administration.

46.06 An employee who tests positive for substance abuse shall be referred to the Employee Assistance Program provided in Article XLVII, herein. An employee's refusal to participate in such program or failure to satisfy the requirements of the program shall be subject to disciplinary and discharge action.

ARTICLE XLVII

EMPLOYEE ASSISTANCE PROGRAM

47.01 The Employer agrees to attempt to rehabilitate employees who are first time drug or alcohol abusers, if reasonably practical. Employees will not normally be disciplined or discharged without first being offered the opportunity of receiving treatment for such abuse. If the employee fails to properly and fully participate in and complete a treatment program approved by the Employer or after the completion of such program, the employee is still abusing or resumes abusing such substances the employee shall be disciplined or discharged.

47.02 Employees may voluntarily utilize this program with or without referral. Such voluntary use shall not be the sole basis for adverse disciplinary action. Leaves of absence without pay may, at the Employers discretion, be granted in coordination with the EAP, where appropriate. All employee dealings with the EAP shall be strictly confidential.

47.03 This Article shall not operate to limit the Employer's right to discipline or discharge an employee for actions committed by the employee as a result of substance abuse or otherwise. Participation in the EAP shall not limit the Employer's right to impose such disciplinary (or discharge) actions. An employee's participation in the EAP does not operate to

waive any other rights granted to him by this Agreement.

ARTICLE XLVIII

GENDER AND PLURAL

48.01 Whenever context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE XLIX

HEADINGS

49.01 It is understood and agreed that the use of headings before articles or sections is for convenience only and that no heading shall be used in the interpretation of said article or section nor effect any interpretation of any article or section.

ARTICLE L

OBLIGATION TO NEGOTIATE

50.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

50.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of the parties at the time they negotiated and signed this Agreement.

50.03 Modifications of this Agreement may be made only by mutual agreement of the parties. The party proposing to modify the Agreement shall so notify the other in writing. Within thirty (30) working days thereafter, the parties shall meet to discuss the proposed modification.

ARTICLE LI

CONFORMITY TO LAW

51.01 This Agreement shall be subject to and subordinated to any applicable present and future federal and state laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not effect the validity of the surviving provisions.

51.02 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein. The parties agree to meet within thirty (30) days to negotiate a lawful alternative.

ARTICLE LII TOTAL AGREEMENT

52.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued by the Employer, upon notification to the Union.

ARTICLE LIII DURATION

53.01 This Agreement shall become effective at 12:01 a.m. on January 1, 2018 and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2020.

ARTICLE LIV GRIEVANCE PROCEDURE

54.01 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

54.02 For the purposes of this procedure, the below listed terms are defined as follows:

- a) Grievance - A "grievance" shall be defined as a dispute or controversy, between the Employer and the Union or the Employer and the employees, arising from the alleged misapplication or misinterpretation of only the specific and express written provisions of this Agreement.
- b) Aggrieved Party - The "aggrieved party" shall be defined as only any employee, group of employees within the bargaining unit, or Union on behalf of employees within the bargaining unit.
- c) Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or holidays as provided for in this Agreement

54.03 The following procedures shall apply to the administration of all grievances filed under this procedure.

- a) Except at Step 1, all grievances shall include: 1) the name and position of the aggrieved party; 2) the identity of the provisions of this Agreement involved in the grievance; 3) the time and place where the alleged events or conditions constituting the grievance took place; 4) the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and 5) a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- b) Except at Step 1, all decisions shall be rendered in writing at each step of the Grievance Procedure. Each decision shall be transmitted to the Union and the aggrieved party, if he so requests.
- c) If a grievance affects a group of employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.
- d) The preparation of grievances shall be conducted only during non-working hours.
- e) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without a formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustments shall not create a precedent or ruling binding upon the Employer or the Union in future proceedings.
- f) This Grievance Procedure shall be the sole and exclusive procedure for remedies sought for alleged violations of this bargaining agreement.
- g) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.
- h) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

54.04 All grievances shall be administered in accordance with the following steps of the

Grievance Procedure.

Step 1: An employee who believes he may have a grievance shall present it in writing to the employee's supervisor within five (5) days of the occurrence of the facts giving rise to the grievance. The supervisor shall meet with the employee and his steward or Union President, if either's presence is requested by the employee, within five (5) days of the date of the notice by the employee. The supervisor and the employee, along with the employee's steward or President, if either presence is requested by the employee, will discuss the issues in dispute with the objective of resolving the matter informally. The supervisor shall provide a written answer within five (5) days of the meeting to the steward, and the employee, if he so requests.

Step 2: If the aggrieved party initiating the grievance is not satisfied with the written decision at the conclusion of Step 1, a written appeal of the decision may be filed with the aggrieved party's Department Head within five (5) days from the date of the rendering of the decision in Step 1. Copies of the written decision shall be submitted with the appeal. The Department Head shall convene a meeting within five (5) days of the receipt of the appeal. The meeting will be held with the aggrieved party and the Local Union President. The Department Head shall issue a written decision to the Union and the aggrieved party, if he requests, within five (5) days from the date of the meeting.

Step 3: If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Mayor within five (5) days from the date of the rendering of the decision in Step 3. Copies of the written decisions shall be submitted with the appeal. The Mayor, or his designee, shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party, the Local Union President and his Ohio Council 8 representative, and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor, or his designee, shall issue a written decision to the Ohio Council 8 representative, the Local Union President and the employee, if he so requests within fifteen (15) days from the date of the meeting. If the Union is not satisfied with the decision at Step 3, they may proceed to mediation as described in Step 4.

Step 4: Mediation - If the grievance is not resolved pursuant to Step 3 above, then either party may initiate mediation of the dispute under the auspices and procedures of the Federal Mediation Conciliation Service (FMCS). Written notice of the Union's demand for mediation shall be served on the Mayor with a copy to the Law Director. Written notice of the City's demand for mediation shall be served on the Union Steward. Notice shall be served on or no later than five (5) business days following the issuance of the decision at Step 3. If the dispute is not resolved within 20 days of the first meeting of the mediation, either party may initiate arbitration of the dispute under the auspices and procedures of the American Arbitration Association. Also, if either party fails to participate in the

mediation, the other party may initiate the arbitration.

ARTICLE LV

ARBITRATION PROCEDURE

55.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within thirty (30) days after the rendering of the decision at Step 4 or a timely default by the Employer at Step 3, the Union may submit the grievance to arbitration. An arbitrator will be selected by mutual agreement. If the parties cannot agree within (30) days from the Union's intent to arbitrate, the Union shall require a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS). Arbitrators names will be stricken alternately from the FMCS list until one (1) name remains who shall be designated the arbitrator to hear the grievance in question.

55.02 The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

55.03 The arbitrator shall not decide more than one (1) grievance on the same hearing day or series of hearing days except by the mutual written agreement of the parties.

55.04 The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Arbitration of the Federal Mediation and Conciliation Service.

55.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. Neither party shall be responsible for any of the expenses incurred by the other party.

55.06 The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

55.07 Except as provided in Section 55.01 above, arbitrators shall be selected pursuant to the rules and procedures of the Federal Mediation and Conciliation Service.

55.08 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

ARTICLE LVI

EXECUTION

56.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day of _____, _____.

Approved as to form: _____

For:
FOP, Lodge 15

President

Robert Stefanik, Mayor
City of North Royalton

Vice President

Eric Dean
Finance Director

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

FOR FOP, Lodge 15:

Staff Representative

APPENDIX A: BARGAINING UNIT JOB CLASSIFICATIONS

Animal Warden
Senior Animal Control Officer
Administrative Secretary IV/Jail Custodian
Clerical I
Clerical II
Clerical/III
Record Room Clerk
Jr. Record Room Clerk
Building Maintenance Technician I
Building Maintenance Technician II
Building Maintenance Technician III

CITY OF NORTH ROYALTON
FOP - Police Support Contract
Wage Schedule 2018 - 2020

Classification (Job Title)

RATES OF PAY

	2018				2019				2020			
	Step 1	Step 2	Step 3	Step 4	Step 1	Step 2	Step 3	Step 4	Step 1	Step 2	Step 3	Step 4
		1st Year	1st Year	3rd Year		1st Year	2nd Year	3rd Year		1st Year	2nd Year	3rd Year
Animal Warden	\$ 19.45	\$ 20.45	\$ 21.42	\$ 22.45	\$ 19.86	\$ 20.86	\$ 21.85	\$ 22.90	\$ 20.28	\$ 21.28	\$ 22.29	\$ 23.36
Senior Animal Control Officer	\$ 22.02	\$ 23.02	\$ 24.03	\$ 24.88	\$ 22.48	\$ 23.48	\$ 24.51	\$ 25.38	\$ 22.95	\$ 23.95	\$ 25.00	\$ 25.89
Clerical I	\$ 14.11	\$ 15.11	\$ 15.91	\$ 16.72	\$ 14.41	\$ 15.41	\$ 16.23	\$ 17.05	\$ 14.72	\$ 15.72	\$ 16.55	\$ 17.39
Clerical II	\$ 16.12	\$ 17.12	\$ 17.92	\$ 18.63	\$ 16.46	\$ 17.46	\$ 18.28	\$ 19.00	\$ 16.81	\$ 17.81	\$ 18.65	\$ 19.38
Clerical III	\$ 17.91	\$ 18.91	\$ 19.61	\$ 20.43	\$ 18.29	\$ 19.29	\$ 20.00	\$ 20.84	\$ 18.68	\$ 19.68	\$ 20.40	\$ 21.26
Admin Secretary IV/Jail Custodian	\$ 20.57	\$ 21.57	\$ 22.420	\$ 23.27	\$ 21.00	\$ 22.00	\$ 22.87	\$ 23.74	\$ 21.44	\$ 22.44	\$ 23.33	\$ 24.21
Building Maintenance Technician I	\$ 21.41	\$ 22.41	\$ 22.89	\$ 23.35	\$ 21.86	\$ 22.86	\$ 23.35	\$ 23.82	\$ 22.32	\$ 23.32	\$ 23.82	\$ 24.30
Building Maintenance Technician II	\$ 22.99	\$ 23.99	\$ 24.48	\$ 25.01	\$ 23.47	\$ 24.47	\$ 24.97	\$ 25.51	\$ 23.96	\$ 24.96	\$ 25.47	\$ 26.02
Building Maintenance Technician III	\$ 24.72	\$ 25.72	\$ 26.36	\$ 27.11	\$ 25.23	\$ 26.23	\$ 26.89	\$ 27.65	\$ 25.75	\$ 26.75	\$ 27.43	\$ 28.20
Record Room Clerk	\$ 20.57	\$ 21.57	\$ 22.42	\$ 23.27	\$ 21.00	\$ 22.00	\$ 22.87	\$ 23.74	\$ 21.44	\$ 22.44	\$ 23.33	\$ 24.21
Jr. Record Room Clerk	\$ 17.91	\$ 18.91	\$ 19.61	\$ 20.43	\$ 18.29	\$ 19.29	\$ 20.00	\$ 20.84	\$ 18.68	\$ 19.68	\$ 20.40	\$ 21.26

AN ORDINANCE AMENDING ORDINANCE 10-103, STAFFING AND CLASSIFICATION PLAN FOR THE VARIOUS DEPARTMENTS OF THE CITY OF NORTH ROYALTON, SECTION 4 FINANCE DEPARTMENT, SECTION 7 POLICE DEPARTMENT, SECTION 8 LAW DEPARTMENT AND SECTION 12 MAYOR’S OFFICE, AND DECLARING AN EMERGENCY

WHEREAS: In an effort to better serve the community, the Administration has proposed the restructuring of various departments to ensure that they are functioning as efficiently as possible; and

WHEREAS: It is therefore necessary to amend Ordinance 10-103 to allow for these changes; and

WHEREAS: Council desires to provide for this amendment.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. Council hereby amends Ordinance No. 10-103, Staffing and Classification Plan, Section 4 Finance Department, which shall hereinafter read as follows:

Section 4. The **Finance Department** may employ and be staffed by employees classified in the following classifications providing that there shall be no greater number of employees employed in any one classification than specified herein.

<u>CLASSIFICATION (Job Title)</u>	<u>MAXIMUM NO. OF EMPLOYEES</u>
1) Finance Director	One (1)
2) Admin. Secretary/Clerical/Bookkeeper	One (1)
3) Payroll and Accounting Administrator Coordinator (part time)	One (1)
4) Accounting & Systems Administrator	One (1)
5) Admin. Secretary/Clerical/Bookkeeper (part time)	One (1)

Section 2. Council hereby amends Ordinance No. 10-103, Staffing and Classification Plan, Section 7 Police Department, which shall hereinafter read as follows:

Section 7. The **Police Department** may employ and be staffed by employees classified in the following classifications providing that there shall be no greater number of employees employed in any one classification than specified herein.

<u>CLASSIFICATION (Job Title)</u>	<u>MAXIMUM NO. OF EMPLOYEES</u>
1) Chief of Police	One (1)
2) Captain	None (0)
3) Lieutenant	Two (2)
4) Sergeant	Five (5)
5) Patrolman	Thirty Two (32)
6) Confidential Secretary to Chief	One (1)
7) Admin. Secretary/Clerical/Jail Custodian	Two (2)
8) Senior Animal Control Officer (Full time)	One (1)
9) Part-time Animal Warden	Two (2)
10) Record Room Clerk (full time)	One (1)
11) Jr. Records Room Clerk	One (1)
12) 11) Reserve Police Officers	Twenty Five (25)
13) 12) Maintenance	One (1)
14) 13) Lead Corrections Officer (full time)	One (1)
15) 14) Corrections Officer (full time)	Six (6)
16) 15) Corrections Officer (part time)	Ten (10)
17) 16) I.T. Systems Administrator-LAN Manager/I.T. Director	One (1)
18) 17) Clerical I (part time)	Sixteen (16)

Section 3. Council hereby amends Ordinance No. 10-103, Staffing and Classification Plan, Section 8 Law Department, which shall hereinafter read as follows:

Section 8. The **Law Department** may employ and be staffed by employees classified in the following classifications providing that there shall be no greater number of employees employed in any one classification than specified herein.

<u>CLASSIFICATION (Job Title)</u>	<u>MAXIMUM NO. OF EMPLOYEES</u>
1) Director of Law	One (1)
2) Assistant Law Director/First Assistant Prosecutor	One (1)
3) Second Assistant Prosecutor	One (1)
4) Confidential Secretary Clerical , part time	One (1)
5) Human Resources Specialist and Benefits Coordinator (part time)	One (1)

Section 4. Council hereby amends Ordinance No. 10-103, Staffing and Classification Plan, Section 12 Mayor’s Office, which shall hereinafter read as follows:

Section 12. The **Mayor's Office** may employ and be staffed by employees classified in the following classifications providing that there shall be no greater number of employees employed in any one classification than specified herein.

<u>CLASSIFICATION (Job Title)</u>	<u>MAXIMUM NO. OF EMPLOYEES</u>
1) Safety Director	One (1)
2) Executive Assistant/Clerk of Courts	One (1)
3) Deputy Clerk of Court	Two (2) One (1)
4) Admin. Secretary/Clerical	One (1)
5) Confidential Secretary	One (1)
6) Custodial-Part Time	One (1)
7) Public Defender	One (1)
8) Magistrate	One (1)

Section 5. Ordinance No. 10-103 is amended as provided for herein and all other provisions of Ordinance No. 10-103 shall remain in full force and effect.

Section 6. This Ordinance shall supersede all previously adopted ordinances in direct conflict herewith.

Section 7. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 8. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that Council and the Administration have determined that it is immediately necessary to provide for these staffing changes in the various departments of the City of North Royalton.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED:

MAYOR

DATE PASSED:

DATE APPROVED:

ATTEST:

DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

ORDINANCE NO. 18-71

INTRODUCED BY: Mayor Stefanik

AN ORDINANCE AMENDING ORDINANCE 15-119 ESTABLISHING VARIOUS BENEFITS FOR ALL FULL TIME NON UNION EMPLOYEES OF THE CITY OF NORTH ROYALTON, SECTION 4 INSURANCE AND SECTION 11 OVERTIME FOR NON SALARIED PERSONNEL, AND DECLARING AN EMERGENCY

WHEREAS: Ordinance 15-119 established benefits for all full time non union employees; and

WHEREAS: It is necessary to amend Section 4 and Section 11 of Ordinance 15-119 to provide for updated benefit coverage information; and

WHEREAS: Council desires to provide for this amendment.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. Ordinance 15-119, Section 4 is hereby amended as follows:

Section 4. Insurance: The Employer shall provide each employee with medical, vision, and dental coverage, either individual or family as appropriate, as selected by the Employer.

~~Effective January 1, 2016 and thereafter employees' shall contribute 12% of the health insurance premium per month. In 2016 the employee contribution under a family plan shall not exceed \$160 per month, in 2017 the employee contribution under a family plan shall not exceed \$180 per month; in 2016 the employee contribution under an individual plan shall not exceed \$60 per month, in 2017 not to exceed \$66 per month.~~

~~All employees shall complete the Health Risk Assessment/Wellness Program.~~

Effective January 1, 2018 and thereafter employees' *monthly* contribution for family or individual coverage shall be:

Family: \$199.36

Individual: \$74.17

Effective January 1, 2019:

Family: \$210.00

Individual: \$ 79.00

Effective January 1, 2020:

Family: \$220.00

Individual: \$83.00

All Employee insurance premium contributions shall be by payroll deduction. In the event that an employee is not receiving a paycheck said employee will be permitted to voluntarily pay his/her portion of the premium directly to the City for so long as said person is employed.

The Employer shall provide life insurance in the amount of Fifteen Thousand Dollars (\$15,000.00) for each employee.

The Employer shall continue to provide liability insurance in the present amount, providing such insurance continues to be available.

Section 2. Ordinance 15-119, Section 11 is hereby amended as follows:

Section 11. Overtime for Non-Salaried Personnel: The standard work week for full time *non-salaried* personnel shall be forty (40) hours per week, eight (8) hours per day.

Any hours actually worked in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at one and one-half (1-1/2) times the hourly rate, excluding Department Heads. Employees have the right to elect compensatory time in lieu of overtime. Employees may accrue up to one hundred twenty (120) hours of compensatory time.

Section 3. Ordinance 15-119 is hereby amended as provided for herein and all other provisions of Ordinance 15-119 shall remain in full force and effect.

Section 5. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

NAYS:

AN ORDINANCE AMENDING ORDINANCE 14-141 ESTABLISHING VARIOUS BENEFITS FOR REGULAR PART TIME EMPLOYEES OF THE CITY OF NORTH ROYALTON, SECTION 1 AND SECTION 6, AND DECLARING AN EMERGENCY

WHEREAS: Ordinance 14-141 established benefits for regular part time employees; and

WHEREAS: It is necessary to amend Ordinance 14-141 to further clarify the benefits available to this employment classification; and

WHEREAS: Council desires to provide for this amendment.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. Ordinance 14-141, Section 1 is hereby amended as follows:

Section 1. An employee covered by this ordinance shall be defined as a regular part time employee who is not covered by any collective bargaining agreement and refers to the following positions only: Human Resource Specialist, *Confidential Secretary*, Clerical, Office on Aging Van Drivers, Payroll Coordinator, Building Department Certified Inspectors, Parks and Recreation. Temporary or seasonal (summer) employees shall not be entitled to any benefits under this ordinance.

Section 2. Ordinance 14-141 is hereby amended by creating a new Section 6 which shall read as follows, and all subsequent sections of Ordinance 14-141 shall be renumbered accordingly:

Section 6. Effective July 1, 2018*, regular part time employees that average a minimum of twenty two hours (22) hours per week per year and have 1 year of continuous service with a minimum total of 1,144 hours worked, shall be awarded vacation time as long as they remain eligible (average 22 hours of work per week) based on length of service as follows:

Vacation Credit for permanent part time employees

<i>After one (1) year of employment</i>	<i>24 hours</i>
<i>After three (3) years of employment</i>	<i>48 hours</i>
<i>After five years of employment</i>	<i>72 hours</i>

****(Vacation credit prorated for 2018)***

Earned vacation shall be awarded on the employee's anniversary date but will be available for use in the calendar year on January 1st. Employees who retire/separate from service and who have used vacation leave before their anniversary date of earned vacation shall have their final salary adjusted/reduced for such advanced vacation pay.

Vacation time shall be taken at a time approved of by the Department Head based upon staffing needs, any full time employee leave, or seniority will govern. Vacation time shall be used in 8 hours increments.

Any vacation time that is unused shall be deemed forfeited unless otherwise approved by the Mayor due to staffing issues or other extreme circumstances.

Section 3. Ordinance 14-141 is hereby amended as provided for herein and all other provisions of Ordinance 14-141 shall remain in full force and effect.

Section 4. This Ordinance shall supersede all previously adopted Ordinances in direct conflict herewith.

Section 5. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 6. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to amend Section 1 and to create Section 6 of Ordinance 14-141 to clarify those positions which qualify under the classification of regular part time employees.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

_____	APPROVED: _____
PRESIDENT OF COUNCIL	MAYOR

DATE PASSED: _____	DATE APPROVED: _____
--------------------	----------------------

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

AN ORDINANCE AMENDING THE ORIGINAL APPROPRIATION ORDINANCES 17-132, 18-15, 18-25 AND 18-54 FOR THE FISCAL YEAR ENDING DECEMBER 31, 2018 BY TRANSFERRING APPROPRIATIONS AND MAKING ADDITIONAL APPROPRIATIONS, AND DECLARING AN EMERGENCY

WHEREAS: Council wishes to amend the Original Appropriation Ordinances 17-132, 18-15, 18-25 and 18-54 for the fiscal year ending December 31, 2018 by transferring and making additional appropriations and providing for transfers between funds.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. To provide for the current expenses and other expenditures for the City of North Royalton, Ohio for the fiscal year ending December 31, 2018, the following sums be and they are hereby appropriated as itemized on Exhibit A attached hereto and incorporated herein as if fully rewritten.

Section 2. The attached Exhibit A includes the following inter-fund transfers:

General Fund	Police Facility Fund	\$ 400,000.00	Operating
General Fund	EMS Levy Fund	1,200,000.00	Operating
General Fund	SCMR Fund	400,000.00	Operating
General Fund	NOPEC Grant Fund	20,000.00	Operating
General Fund	Office on Aging Fund	30,000.00	Operating
General Fund	Police Pension Fund	390,00.00	Operating
General Fund	Fire Pension Fund	490,000.00	Operating
General Fund	Debt Service	590,000.00	Debt Service
Future Capital Improvement Fund	General Bond Retirement Fund	286,500.00	Operating
Storm Sewer & Drainage Fund	General Bond Retirement Fund	330,000.00	Debt Service
Fire Capital Improvement Fund	General Bond Retirement Fund	153,976.00	Debt Service

Section 3. A copy of this Ordinance shall be submitted by the Director of Finance to the Auditor of Cuyahoga County, Ohio and upon certification by said Auditor as required by law, the Director of Finance of this City is hereby authorized to draw her warrants upon the City Treasury for payment of any certification and vouchers therefore approved by the proper officers authorized by law to approve the same, or an Ordinance or Resolution of the Council to make such expenditures; provided, however, that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with the law or the Ordinances of this Council.

Section 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

THEREFORE, provided this Ordinance receives the affirmative vote of a majority of all members elected to Council, it shall take effect and be in force from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED:

MAYOR

DATE PASSED:

DATE APPROVED:

ATTEST:

DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

CITY OF NORTH ROYALTON
2018 AMENDING BUDGET ORDINANCE

	Appropriations per Ord. 17-132	Prior Amendments Subtotal (3)	Amendments this Ordinance	Total 2018 Appropriations
GENERAL FUND				
POLICE DEPARTMENT				
Personal Service	3,306,718.00	-		3,306,718.00
Contractual Services	301,362.00	-		301,362.00
Supply & Materials	162,650.00	-		162,650.00
Capital Outlay	51,000.00	-		51,000.00
Total Police Department	3,821,730.00	-	-	3,821,730.00
ANIMAL CONTROL				
Personal Service	128,856.00	-		128,856.00
Contractual Services	5,575.00	-		5,575.00
Supply & Materials	7,950.00	-		7,950.00
Capital Outlay	200.00	-		200.00
Total Animal Control Department	142,581.00	-	-	142,581.00
FIRE DEPARTMENT				
Personal Service	415,940.00	-		415,940.00
Contractual Services	293,500.00	-		293,500.00
Supply & Materials	91,200.00	-		91,200.00
Capital Outlay	-	-		-
Total Fire Department	800,640.00	-	-	800,640.00
POLICE AND FIRE COMMUNICATIONS				
Personal Service	212,600.00	-		212,600.00
Contractual Services	722,800.00	-		722,800.00
Capital Outlay	2,500.00	-		2,500.00
Total Police & Fire Comm	937,900.00	-	-	937,900.00
STREET LIGHTING				
	145,000.00	-		145,000.00
Total Street Lighting	145,000.00	-	-	145,000.00
SAFETY DIRECTOR				
Personal Service	125,727.00	-		125,727.00
Contractual Services	6,450.00	-		6,450.00
Operating Supplies	6,250.00	-		6,250.00
Capital Outlay	1,500.00	-		1,500.00
Total Police & Fire Comm	139,927.00	-	-	139,927.00
CEMETERY DEPARTMENT				
Contractual Services	22,700.00	-	10,000.00 A	32,700.00
Supply & Materials	155,412.00	-		155,412.00
Capital Outlay	-	-	120,000.00 A	120,000.00
Total Cemetery Department	178,112.00	-	130,000.00	308,112.00
PARKS & RECREATION DEPARTMENT				
Personal Service	391,900.00	-		391,900.00
Contractual Services	77,311.00	-		77,311.00
Supply & Materials	143,350.00	-		143,350.00
Capital Outlay	35,000.00	-		35,000.00
Total Parks & Recreation Department	647,561.00	-	-	647,561.00
PLANNING COMMISSION				
Personal Service	7,200.00	-		7,200.00
Contractual Services	5,000.00	-		5,000.00
Supply & Materials	550.00	-		550.00
Capital Outlay	250.00	-		250.00
Total Planning Commission	13,000.00	-	-	13,000.00
BOARD OF ZONING				
Personal Service	12,700.00	-		12,700.00
Contractual Services	2,500.00	-		2,500.00
Supply & Materials	700.00	-		700.00
Total Board of Zoning	15,900.00	-	-	15,900.00
BUILDING DEPARTMENT				
Personal Service	593,520.00	-		593,520.00
Contractual Services	69,200.00	-		69,200.00
Supply & Materials	17,590.00	-		17,590.00
Capital Outlay	-	46,000.00		46,000.00
Total Building Department	680,310.00	46,000.00	-	726,310.00
COMMUNITY DEVELOPMENT				
Personal Service	150,263.00	-		150,263.00
Contractual Services	20,950.00	-		20,950.00
Supply & Materials	2,000.00	-		2,000.00
Capital Outlay	-	-		-
Total Community Development	173,213.00	-	-	173,213.00
RUBBISH COLLECTION				
Contractual Services	1,400,000.00	-		1,400,000.00
Total Rubbish Collection	1,400,000.00	-	-	1,400,000.00
SERVICE BUILDING AND GROUNDS				
Personal Service	-	-		-
Contractual Services	100,100.00	-		100,100.00
Supply & Materials	20,950.00	-		20,950.00
Capital Outlay	-	-		-
Total Service Bldg & Grounds	121,050.00	-	-	121,050.00
MAYOR'S OFFICE				
Personal Service	316,370.00	-		316,370.00
Contractual Services	34,400.00	-		34,400.00
Supply & Materials	2,650.00	-		2,650.00
Total Mayor's Office	353,420.00	-	-	353,420.00

CITY OF NORTH ROYALTON
2018 AMENDING BUDGET ORDINANCE

	Appropriations per Ord. 17-132	Prior Amendments Subtotal (3)	Amendments this Ordinance	Total 2018 Appropriations
FINANCE DEPARTMENT				
Personal Service	420,810.00	-		420,810.00
Contractual Services	125,000.00	-		125,000.00
Supply & Materials	2,800.00	-		2,800.00
Capital Outlay	2,500.00	-		2,500.00
Total Finance Department	551,110.00	-	-	551,110.00
LEGAL ADMINISTRATION				
Personal Service	358,150.00	-		358,150.00
Contractual Services	157,650.00	-		157,650.00
Supply & Materials	10,400.00	-		10,400.00
Capital Outlay	1,000.00	-		1,000.00
Total Legal Administration	527,200.00	-	-	527,200.00
ENGINEERING DEPARTMENT				
Personal Service	160,000.00	-		160,000.00
Contractual Services	155,800.00	-		155,800.00
Supply & Materials	1,200.00	-		1,200.00
Capital Outlay	500.00	-		500.00
Total Engineering	317,500.00	-	-	317,500.00
LEGISLATIVE				
Personal Service	317,750.00	-		317,750.00
Contractual Services	53,400.00	-	1,000.00 B	54,400.00
Supply & Materials	13,500.00	-		13,500.00
Capital Outlay	6,000.00	-		6,000.00
Total Legislative Activity	390,650.00	-	1,000.00	391,650.00
MAYOR'S COURT				
Personal Service	135,905.00	-		135,905.00
Contractual Services	66,675.00	-		66,675.00
Supply & Materials	1,600.00	-		1,600.00
Total Mayor's Court	204,180.00	-	-	204,180.00
CIVIL SERVICE				
Personal Service	4,450.00	-		4,450.00
Contractual Services	34,600.00	-		34,600.00
Supply & Materials	200.00	-		200.00
Total Civil Service	39,250.00	-	-	39,250.00
CITY HALL BUILDING				
Personal Service	106,910.00	-		106,910.00
Contractual Services	224,124.00	-		224,124.00
Supply & Materials	40,500.00	-		40,500.00
Total City Hall Building	371,534.00	-	-	371,534.00
OTHER GENERAL GOVERNMENT				
Personal Services	20,000.00	-		20,000.00
Supply & Materials	250,000.00	-		250,000.00
Transfers-Out	3,500,000.00	20,000.00		3,520,000.00
Total - Other General Government	3,770,000.00	20,000.00	-	3,790,000.00
TOTAL - GENERAL FUND	15,741,768.00	66,000.00	131,000.00	15,938,768.00
ENFORCEMENT AND EDUCATIONAL FUND #205				
Personal Service	-	15,000.00		15,000.00
Supply & Materials	20,000.00	(15,000.00)		5,000.00
Total - Enforcement & Education	20,000.00	-	-	20,000.00
DRUG LAW ENFORCEMENT FUND #206				
Supply & Materials	200.00	-		200.00
Total - Drug Law Enforcement	200.00	-	-	200.00
POLICE FACILITY OPERATING FUND #207				
Personal Service	887,965.00	-		887,965.00
Contractual Services	21,400.00	-		21,400.00
Supply & Materials	65,843.00	-		65,843.00
Capital Outlay	2,400.00	-		2,400.00
Total - Police Facility Operating	977,608.00	-	-	977,608.00
LAW ENFORCEMENT TRUST FUND #208				
Contractual Service	500.00	18,000.00		18,500.00
Supply & Materials	5,500.00	-		5,500.00
Capital Outlay	9,000.00	-		9,000.00
Total - Law Enforcement Trust	15,000.00	18,000.00	-	33,000.00
EMERGENCY MEDICAL SERVICE LEVY FUND #209				
Personal Service	2,806,800.00	-		2,806,800.00
Contractual Services	49,500.00	-		49,500.00
Supply & Materials	37,700.00	-		37,700.00
Total EMS Levy Fund	2,894,000.00	-	-	2,894,000.00
MOTOR VEHICLE LICENSE FUND #210				
Street Repair	225,000.00	-	40,000.00 C	265,000.00
Total Motor Vehicle License Fund	225,000.00	-	40,000.00	265,000.00

CITY OF NORTH ROYALTON
2018 AMENDING BUDGET ORDINANCE

	Appropriations per Ord. 17-132	Prior Amendments Subtotal (3)	Amendments this Ordinance	Total 2018 Appropriations
STREET CONSTRUCTION, MAINTENANCE, & REPAIR FUND #211				
Signals & Signs				
Contractual Services	65,000.00	-		65,000.00
Supply & Materials	20,000.00	-		20,000.00
	<u>85,000.00</u>	<u>-</u>	<u>-</u>	<u>85,000.00</u>
Street Reconstruction				
Contractual Service	-	85,000.00		85,000.00
Capital Outlay	1,000,000.00	(85,000.00)	800,000.00 C	1,715,000.00
	<u>1,000,000.00</u>	<u>-</u>	<u>800,000.00</u>	<u>1,800,000.00</u>
Street Construction, Maintenance & Repair				
Personal Service	2,049,050.00	-		2,049,050.00
Contractual Services	156,855.00	-		156,855.00
Supply & Materials	410,300.00	-		410,300.00
Capital Outlay	-	-		-
	<u>2,616,205.00</u>	<u>-</u>	<u>-</u>	<u>2,616,205.00</u>
Snow Removal				
Personal Service	116,700.00	-		116,700.00
Contractual Services	15,000.00	-		15,000.00
Supply & Materials	399,000.00	-		399,000.00
Capital Outlay	150,000.00	-		150,000.00
	<u>680,700.00</u>	<u>-</u>	<u>-</u>	<u>680,700.00</u>
		<u>-</u>		<u>-</u>
Total SCMR Fund	<u>4,381,905.00</u>	<u>-</u>	<u>800,000.00</u>	<u>5,181,905.00</u>
STATE HIGHWAY FUND #212				
Traffic Signals & Marking				
Contractual Services	25,000.00	-		25,000.00
Street Maintenance & Repair				
Operating Supplies	32,000.00	-		32,000.00
Snow & Ice Removal				
Supply & Materials	70,000.00	-		70,000.00
Total State Highway Fund	<u>127,000.00</u>	<u>-</u>	<u>-</u>	<u>127,000.00</u>
CITY INCOME TAX FUND #213				
Contractual Services	475,000.00	-		475,000.00
Total City Income Tax Fund	<u>475,000.00</u>	<u>-</u>	<u>-</u>	<u>475,000.00</u>
POLICE LEVY FUND #215				
Personal Services	1,100,000.00	-		1,100,000.00
Capital Outlay	5,670.00	201,330.00		207,000.00
Total - Police Levy Fund	<u>1,105,670.00</u>	<u>201,330.00</u>	<u>-</u>	<u>1,307,000.00</u>
FIRE LEVY FUND #216				
Personal Service	1,000,000.00	-		1,000,000.00
Total Fire Levy Fund	<u>1,000,000.00</u>	<u>-</u>	<u>-</u>	<u>1,000,000.00</u>
RECYCLING GRANT FUND #217				
Contractual Services	5,000.00	-		5,000.00
Total Recycling Grant	<u>5,000.00</u>	<u>-</u>	<u>-</u>	<u>5,000.00</u>
OFFICE ON AGING FUND #219				
Personal Services	88,600.00	-		88,600.00
Contractual Services	42,650.00	(650.00)		42,000.00
Supply & Materials	13,300.00	-		13,300.00
Capital Outlay	-	650.00		650.00
Total Office on Aging Fund	<u>144,550.00</u>	<u>-</u>	<u>-</u>	<u>144,550.00</u>
NOPEC GRANT FUND #221				
Contractual Services	-	145,000.00		145,000.00
Operating Supplies	-	-		-
Total Court Computer Fund	<u>-</u>	<u>145,000.00</u>	<u>-</u>	<u>145,000.00</u>
COURT COMPUTER FUND #236				
Contractual Services	10,000.00	-		10,000.00
Operating Supplies	5,000.00	-		5,000.00
Total Court Computer Fund	<u>15,000.00</u>	<u>-</u>	<u>-</u>	<u>15,000.00</u>
COMMUNITY DIVERSION PROGRAM FUND #237				
Personal Services	15,000.00	-		15,000.00
Contractual Services	1,000.00	-		1,000.00
Operating Supplies	1,500.00	-		1,500.00
Total Community Diversion	<u>17,500.00</u>	<u>-</u>	<u>-</u>	<u>17,500.00</u>
ENTERPTISE ZONE FUND #239				
Contractual Services	750.00	-	15,550.00 D	16,300.00
Total Enterprise Zone Fund	<u>750.00</u>	<u>-</u>	<u>15,550.00</u>	<u>16,300.00</u>
YMCA SPECIAL REVENUE FUND #249				
Transfers-Out	521,500.00	-		521,500.00
Total Enterprise Zone Fund	<u>521,500.00</u>	<u>-</u>	<u>-</u>	<u>521,500.00</u>
ACCRUED BALANCES FUND #260				
Personal Service	84,946.00	-		84,946.00
Total AB Fund	<u>84,946.00</u>	<u>-</u>	<u>-</u>	<u>84,946.00</u>
POLICE PENSION FUND #261				
Personal Service	605,670.00	-		605,670.00
Total Police Pension Fund	<u>605,670.00</u>	<u>-</u>	<u>-</u>	<u>605,670.00</u>
FIRE PENSION FUND #262				
Personal Service	682,277.00	-		682,277.00
Total Police Pension Fund	<u>682,277.00</u>	<u>-</u>	<u>-</u>	<u>682,277.00</u>
GENERAL BOND RETIREMENT FUND #321				
Supply & Materials	10,000.00	-		10,000.00
Debt Service - Interest	409,550.00	-		409,550.00
Debt Service - Principal	1,445,000.00	-		1,445,000.00
Total General Bond Retirement	<u>1,864,550.00</u>	<u>-</u>	<u>-</u>	<u>1,864,550.00</u>
SPECIAL ASSESSMENT FUND #341				
Other	29,500.00	-		29,500.00

CITY OF NORTH ROYALTON
2018 AMENDING BUDGET ORDINANCE

	Appropriations per Ord. 17-132	Prior Amendments Subtotal (3)	Amendments this Ordinance	Total 2018 Appropriations
Debt Service	183,500.00	-		183,500.00
Total Special Assessment Fund	213,000.00	-	-	213,000.00
SERVICE CAPITAL FUND #430				
Capital Outlay	67,000.00	-		67,000.00
Total Rec Capital Improvement	67,000.00	-	-	67,000.00
RECREATION CAPITAL IMPROVEMENT FUND #431				
Recreation Capital Improvement				
Contractual Services	20,000.00	-		20,000.00
Capital Outlay	-	800,000.00		800,000.00
Total Rec Capital Improvement	20,000.00	800,000.00	-	820,000.00
FUTURE CAPITAL IMPROVEMENT FUND #432				
Contractual Services	-	-		-
Capital Outlay	-	-		-
Debt Service	-	-		-
Transfers-Out	286,500.00	-		286,500.00
Total Future Capital Improvement Fund	286,500.00	-	-	286,500.00
STORM AND SEWER DRAINAGE FUND #433				
Contractual Services	75,000.00	-		75,000.00
Capital Outlay	-	-		-
Transfers-Out	330,000.00	-		330,000.00
Total Storm & Sewer Drainage	405,000.00	-	-	405,000.00
FIRE CAPITAL IMPROVEMENT FUND #434				
Contractual Service	-	35,000.00		35,000.00
Operating Supplies	-	1,000.00		1,000.00
Capital Outlay	547,000.00	-		547,000.00
Debt Service	107,812.00	-		107,812.00
Transfer Out	153,976.00	-		153,976.00
Total Fire Capital Improvement Fund	808,788.00	36,000.00	-	844,788.00
YMCA CAPITAL RESERVE FUND #437				
Contractual Services	-	20,000.00		20,000.00
Total YMCA Capital Imp Fund	-	20,000.00	-	20,000.00
WATER MAIN FUND #445				
Contractual Services	-	-	2,200.00 E	2,200.00
Operating Supplies	-	-		-
Capital Outlay	500,000.00	-		500,000.00
Total Water Main Fund	500,000.00	-	2,200.00	502,200.00
YORK ROAD RECONSTRUCTION #448				
Contractual Services	10,000.00	-		10,000.00
Capital Outlay	235,000.00	-		235,000.00
Total Wallings Road Fund	245,000.00	-	-	245,000.00
YMCA CAPITAL IMPROVEMENT FUND #449				
Contractual Services	20,000.00	(20,000.00)		-
Total YMCA Capital Imp Fund	20,000.00	(20,000.00)	-	-
ISSUE 1 - SPRAGUE ROAD FUND #451				
Transfer Out	17,887.00	-		17,887.00
Total YMCA Capital Imp Fund	17,887.00	-	-	17,887.00
		-		
WASTEWATER TREATMENT FUND #551				
Sanitary Sewer Treatment				
Personal Services	1,122,150.00	-	147,000.00 F	1,269,150.00
Contractual Services	818,800.00	1,778,000.00		2,596,800.00
Supply & Materials	281,300.00	-		281,300.00
Capital Outlay	110,000.00	119,000.00	400,000.00 F	629,000.00
	2,332,250.00	1,897,000.00	547,000.00	4,776,250.00
 Compost Facility				
Contractual Services	28,800.00	-	-	28,800.00
Supply & Materials	200.00	-	-	200.00
	29,000.00	-	-	29,000.00
 Total Wastewater Treatment Fund	2,361,250.00	1,897,000.00	547,000.00	4,805,250.00

CITY OF NORTH ROYALTON
2018 AMENDING BUDGET ORDINANCE

	Appropriations per Ord. 17-132	Prior Amendments Subtotal (3)	Amendments this Ordinance	Total 2018 Appropriations
WASTEWATER MAINTENANCE FUND #552				
Storm Sewer & Drainage Maintenance				
Personal Service	587,700.00	-		587,700.00
Contractual Services	28,400.00	-	70,000.00	98,400.00
Supply & Materials	108,500.00	-		108,500.00
	<u>724,600.00</u>	<u>-</u>	<u>70,000.00</u>	<u>794,600.00</u>
 Wastewater Maintenance				
Personal Service	825,850.00	-		825,850.00
Contractual Services	170,050.00	-		170,050.00
Supply & Materials	179,250.00	-		179,250.00
Capital Outlay	150,000.00	-		150,000.00
Debt Service	45,379.00	-		45,379.00
	<u>1,370,529.00</u>	<u>-</u>	<u>-</u>	<u>1,370,529.00</u>
 Total WW Maintenance Fund	<u>2,095,129.00</u>	<u>-</u>	<u>70,000.00</u>	<u>2,165,129.00</u>
 WASTEWATER DEBT SERVICE FUND #553				
Debt Service	315,000.00	-		315,000.00
Total WW Debt Service Fund	<u>315,000.00</u>	<u>-</u>	<u>-</u>	<u>315,000.00</u>
 WASTEWATER REPAIR AND REPLACEMENT FUND #555				
Capital Outlay	760,000.00	-		760,000.00
Transfers-Out	-	-		-
Total WW Repair & Replacem't	<u>760,000.00</u>	<u>-</u>	<u>-</u>	<u>760,000.00</u>
 IMPROVEMENT HOLDING FUND #763				
Refunds	50,000.00	-		50,000.00
Total Improvement Holding Fund	<u>50,000.00</u>	<u>-</u>	<u>-</u>	<u>50,000.00</u>
 OHIO BOARD OF BUILDING STANDARDS FUND #764				
Other	3,500.00	-		3,500.00
Total OBBS Fund	<u>3,500.00</u>	<u>-</u>	<u>-</u>	<u>3,500.00</u>
 BUILDING CONSTRUCTION BOND FUND #766				
Other	75,000.00	-		75,000.00
Total Bldg. Construction Bond	<u>75,000.00</u>	<u>-</u>	<u>-</u>	<u>75,000.00</u>
 OFFICE ON AGING DEPOSITS FUND #768				
Other	3,000.00	-		3,000.00
Total Office on Aging Deposits	<u>3,000.00</u>	<u>-</u>	<u>-</u>	<u>3,000.00</u>
 UNCLAIMED FUNDS #769				
Other	3,000.00	-		3,000.00
Total Unclaimed Funds	<u>3,000.00</u>	<u>-</u>	<u>-</u>	<u>3,000.00</u>
 FUND TOTALS	<u>39,153,948.00</u>	<u>3,163,330.00</u>	<u>1,605,750.00</u>	<u>43,923,028.00</u>