

February 2021

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

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

**NORTH ROYALTON CITY COUNCIL
A G E N D A
FEBRUARY 2, 2021**

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: January 19, 2021
 - b. Authorize the Mayor and Service Director to advertise for bids for the 2021 Road Maintenance 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	Linda Barath
Finance	Paul Marnecheck
Review & Oversight	Jeremy Dietrich
Safety	Michael Vos
Storm Water	Jessica Fenos
Streets	Vincent Weimer
Utilities	Joanne Krejci
10. Report from Council Representatives to regulatory or other boards:

Board of Zoning Appeals	Vincent Weimer
Planning Commission	Paul Marnecheck
Recreation Board	Jeremy Dietrich
11. Public Discussion: Five minute maximum, on current agenda legislation only.
12. LEGISLATION

FIRST READING CONSIDERATION

- * 1. **21-18** - A RESOLUTION ACKNOWLEDGING THE COMMUNITY SERVICE OF MARK SCHMITZER.
- * 2. **21-19** - A RESOLUTION ACKNOWLEDGING THE COMMUNITY SERVICE OF DANIEL COLLINS.
3. **21-20** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COMMUNITY COST-SHARE AGREEMENT WITH THE NORTHEAST OHIO REGIONAL SEWER DISTRICT FOR THE PINESTREAM SUBDIVISION STORM SEWER IMPROVEMENT, AND DECLARING AN EMERGENCY.

4. **21-21** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SIXTH AMENDMENT TO THE AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE, OHIO AND THE CITY OF NORTH ROYALTON, OHIO TO AMEND THE PROVISION RELATING TO PAYMENT FOR DISPATCH SERVICES, AND DECLARING AN EMERGENCY.
5. **21-22** - AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ONE (1) DUMP BODY AND ACCESSORIES PACKAGE FOR THE NORTH ROYALTON SERVICE DEPARTMENT THROUGH THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES, OHIO COOPERATIVE PURCHASING PROGRAM, VENDOR CONCORD ROAD EQUIPMENT, MFG., INC. FOR AN AMOUNT NOT TO EXCEED \$21,692.19, AND DECLARING AN EMERGENCY.
6. **21-23** - AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ONE (1) 2022 FORD F450 CREW CAB AND CHASSIS FOR THE NORTH ROYALTON SERVICE DEPARTMENT THROUGH THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES, OHIO COOPERATIVE PURCHASING PROGRAM, VENDOR VALLEY FORD TRUCK FOR AN AMOUNT NOT TO EXCEED \$44,682.00, AND DECLARING AN EMERGENCY.
7. **21-24** - AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ONE (1) CATERPILLAR MODEL 305E2 MINI HYDRAULIC EXCAVATOR FOR THE NORTH ROYALTON SERVICE DEPARTMENT THROUGH SOURCEWELL, FORMERLY NJPA, COOPERATIVE PURCHASING PROGRAM, VENDOR OHIO CAT FOR AN AMOUNT NOT TO EXCEED \$63,196.00, AND DECLARING AN EMERGENCY.
8. **21-25** - AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ONE (1) CATERPILLAR MODEL 272D3 SKID STEER WITH PC306 COLD PLANER ATTACHMENT FOR THE NORTH ROYALTON SERVICE DEPARTMENT THROUGH SOURCEWELL, FORMERLY NJPA, COOPERATIVE PURCHASING PROGRAM, VENDOR OHIO CAT FOR AN AMOUNT NOT TO EXCEED \$73,085.04, AND DECLARING AN EMERGENCY.
9. **21-26** - AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ONE (1) SINGLE AND TANDEM AXLE CAB AND CHASSIS FOR THE NORTH ROYALTON WASTEWATER DEPARTMENT THROUGH THE OHIO DEPARTMENT OF TRANSPORTATION PURCHASING CONTRACT FOR AN AMOUNT NOT TO EXCEED \$99,000.00, AND DECLARING AN EMERGENCY.
10. **21-27** - AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ONE (1) GAPVAX COMBINATION JET/VACCUM MACHINE FOR THE NORTH ROYALTON WASTEWATER DEPARTMENT THROUGH THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES, OHIO COOPERATIVE PURCHASING PROGRAM, VENDOR MTECH FOR AN AMOUNT NOT TO EXCEED \$289,643.00, AND DECLARING AN EMERGENCY.
11. **21-28** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT AND A MEMORANDUM OF UNDERSTANDING WITH THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, OHIO COUNCIL 8, LOCAL 3410 (AFSCME), AND DECLARING AN EMERGENCY.
12. **21-29** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT AND A MEMORANDUM OF UNDERSTANDING WITH THE FRATERNAL ORDER OF POLICE, LODGE #15 (POLICE DEPARTMENT RECORDS ROOM CLERICAL STAFF, MAINTENANCE STAFF, AND ANIMAL CONTROL OFFICERS), AND DECLARING AN EMERGENCY.
13. **21-30** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT AND A MEMORANDUM OF UNDERSTANDING WITH THE FRATERNAL ORDER OF POLICE, LODGE #15 (CORRECTIONS), AND DECLARING AN EMERGENCY.
14. **21-31** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT AND A MEMORANDUM OF UNDERSTANDING WITH THE FRATERNAL ORDER OF POLICE LODGE #15 (PATROL OFFICERS), AND DECLARING AN EMERGENCY.
15. **21-32** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT AND A MEMORANDUM OF UNDERSTANDING WITH THE FRATERNAL ORDER OF POLICE LODGE #15 (SERGEANTS), AND DECLARING AN EMERGENCY.

16. **21-33** - 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 DECLARING AN EMERGENCY.
17. **21-34** - AN ORDINANCE ESTABLISHING RATES OF COMPENSATION FOR THE CITY OF NORTH ROYALTON NON-UNION EMPLOYEES DURING CALENDAR YEAR 2021, AND DECLARING AN EMERGENCY.
13. Miscellaneous.
14. Adjournment.

A RESOLUTION ACKNOWLEDGING THE COMMUNITY SERVICE OF
MARK SCHMITZER

- WHEREAS: Mark Schmitzer was appointed as City Engineer on May 12, 2008, a position he held until January 14, 2021; and
- WHEREAS: Mark served the community with integrity, equanimity and a high level of professional skill in a time of great demand for engineering services; and
- WHEREAS: Mark brought his quiet temperament and warm personal approach to many a heated situation to calm the troubled waters; and
- WHEREAS: Council and Mayor Antoskiewicz desire to recognize Mr. Schmitzer for his community service to the City of North Royalton.

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 and Mayor Antoskiewicz hereby acknowledge Mark Schmitzer for his community service to the City of North Royalton.
- Section 2. Council and the Mayor further recognize the professionalism, dedication and community spirit demonstrated by Mr. Schmitzer during his years of public service as Director of the North Royalton Engineering Department.
- Section 3. The Director of Legislative Services is authorized and directed to forward a copy of this Resolution to Mr. Schmitzer in recognition of his community service.

THEREFORE, provided this Resolution 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:

RESOLUTION NO. 21-19

INTRODUCED BY: Marnecheck, Fenos, Barath, Krejci, Dietrich,
Weimer, Wos, Mayor Antoskiewicz

A RESOLUTION ACKNOWLEDGING THE COMMUNITY SERVICE OF DANIEL COLLINS

WHEREAS: Daniel Collins was hired by the City of North Royalton as Assistant City Engineer in the Engineering Department on February 5, 2008, a position he held until January 8, 2021; and

WHEREAS: Council and Mayor Antoskiewicz desire to recognize Mr. Collins for his community service to the City of North Royalton.

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 and Mayor Antoskiewicz hereby acknowledge Daniel Collins for his community service to the City of North Royalton.

Section 2. Council and the Mayor further recognize the professionalism, dedication and community spirit demonstrated by Mr. Collins during his years of public service in the North Royalton Engineering Department.

Section 3. The Director of Legislative Services is authorized and directed to forward a copy of this Resolution to Mr. Collins in recognition of his community service.

THEREFORE, provided this Resolution 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:

ORDINANCE NO. 21-20

INTRODUCED BY: Mayor Antoskiewicz
Co-Sponsor: Marnecheck

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COMMUNITY COST-SHARE AGREEMENT WITH THE NORTHEAST OHIO REGIONAL SEWER DISTRICT FOR THE PINESTREAM SUBDIVISION STORM SEWER IMPROVEMENT, AND DECLARING AN EMERGENCY

- WHEREAS: Northeast Ohio Regional Sewer District (NEORSDD) adopted Resolution 114-13 authorizing the Executive Director to enter into Regional Stormwater Management Program Community Cost-Share Program Agreements with member communities; and
- WHEREAS: The purpose of the Community Cost-Share Account is to provide funding to assist the City with District-approved projects through the Community Cost-Share Program; and
- WHEREAS: The Community Cost-Share Program funds are used for construction, operation, and maintenance of the Local Stormwater System or Regional Stormwater System, including administrative costs directly associated with such projects as well as costs related to repair or upgrade; and
- WHEREAS: The District supports the Community Cost-Share Pinestream Subdivision Storm Sewer Improvement project (the “Project”) as a Community Cost-Share project proposed by the City; and
- WHEREAS: It is therefore necessary to authorize the Mayor to enter into a Community Cost-Share Agreement with the Northeast Ohio Regional Sewer District in order to participate in this program; and
- WHEREAS: Council desires to provide for this authorization.

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 to enter into a Community Cost-Share Agreement with the Northeast Ohio Regional Sewer District for the Pinestream Subdivision Storm Sewer Improvement project pursuant to terms and conditions approved by the Director of Law and substantially similar to a copy of which is attached hereto as Exhibit 1 and incorporated as if fully rewritten.
- Section 2. 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 3. 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 enter into a Community Cost-Share Agreement with the Northeast Ohio Regional Sewer District.

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:

**COMMUNITY COST-SHARE AGREEMENT
BY AND BETWEEN
THE NORTHEAST OHIO REGIONAL SEWER DISTRICT
AND
CITY OF NORTH ROYALTON**

This Agreement is made and entered into this _____ day of _____, 2021, by and between the Northeast Ohio Regional Sewer District (District) acting pursuant to Resolution No. 114-13, adopted by the Board of Trustees of the District on May 16, 2013 (Exhibit “A”), and the City of North Royalton (City), acting pursuant to Ordinance/Resolution No. _____, adopted on _____, 2021 (Exhibit “B”).

Recitals

WHEREAS, the District, as a component of implementing a regional stormwater management program, manages a financial account termed the “*Community Cost-Share Account*” that is for the aggregation and dissemination of funds derived from revenues collected from the Stormwater Fee; and

WHEREAS, the purpose of the Community Cost-Share Account is to provide funding to assist the City with District-approved projects through the Community Cost Share Program; and

WHEREAS, the Community Cost-Share Program funds are used for construction, operation, and maintenance of the Local Stormwater System or Regional Stormwater System, including administrative costs directly associated with such projects as well as costs related to repair or upgrade; and

WHEREAS, the District supports the Community Cost-Share Pinestream Subdivision Storm Sewer Improvement project (the “Project”) as a Community Cost-Share project proposed by the City; and

NOW THEREFORE, in consideration of the foregoing, the payment and the mutual promises contained in this Agreement, the parties agree as follows:

Article 1.0 City Obligations

1.1 The City agrees to perform as follows:

- 1.1.1 Complete work as detailed in the District approved Community Cost-Share application. (Exhibit “C”)
- 1.1.2 Complete and submit Progress Reports when submitting Request for Payment as needed, or within 30 days of close of the Project, per Section 5.0 of the *Community Cost-Share Program Policy*.

- 1.1.3 Notify the City's Watershed Team Leader at least 7 business days prior to the start of the Project.
- 1.1.4 Meet with District staff when requested to review the Project status.
- 1.1.5 Submit requests for approval to modify the budget, deadline, deliverables, or other components of the Project to the City's Watershed Team Leader at least 30 business days prior to the desired date of execution of the modification.
- 1.2 Failure to meet any of the requirements listed in Article 1.1 may result in termination of this Agreement and reimbursement of disbursed funds to the District.

Article 2.0 **District's Obligations**

- 2.1 The District agrees to perform as follows:
 - 2.1.1. Allocate \$57,900.00 to the City for the Project from the City's Community Cost-Share Account.
 - 2.1.2. Provide reimbursement of funds up to \$57,900.00 to the City within 60 days of receipt of a complete Request for Payment from the City, detailing costs related to the Project.
 - 2.1.3. Timely review and approval or disapproval of requests to modify the budget, deadline, deliverables, or other components of the Project.
 - 2.1.4. Acknowledge the City in presentations or publications related to the Project.

Article 3.0 **Dispute Resolution**

- 3.01 The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute.
- 3.02 The Parties shall first try to resolve the dispute at the level of the designated representatives as follows:

District Representative	City Representative
Watershed Team Leader	Justin Haselton, P.E. City Engineer

If the Parties are unable to resolve the dispute at that level within ten (10) working days, the Parties shall escalate the dispute to the following level to resolve the dispute:

District Representative	City Representative
Director of Watershed Programs	Justin Haselton, P.E.

	City Engineer
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- 3.03 If the Parties remain unable to resolve the dispute within an additional ten (10) working days, the Parties shall proceed to mediation upon request by either party. The mediator shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within ten (10) working days after mediator appointment, which meeting shall be attended by at least the respective representatives listed in paragraph 3.02 above. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.
- 3.04 Such mediation shall be non-binding between the Parties and, to the extent permitted by law, shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Article 4, Remedies, below.

Article 4 **Remedies**

- 4.01 The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counter-claims, disputes and other matters in question between the Parties arising out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted according to the law of the State of Ohio.

Article 5 **Counterpart Signatures**

- 5.01 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement.

Article 6 **Governing Law**

- 6.01 The terms and provisions of this Agreement shall be construed under and governed by the laws of Ohio (to which all Parties hereto consent to venue and jurisdiction).

Article 7 **Disclaimer of Joint Venture**

- 7.01 This Agreement is not intended to create a joint venture, partnership or agency relationship between the Parties, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.

Article 8 **Authority to Execute**

- 8.01 Each person executing this Agreement represents and warrants that it is duly authorized

to execute this Agreement by the party on whose behalf it is so executing.

Article 9 **Exhibits**

The following exhibits are attached hereto and incorporated herein:

Exhibit “A” – District Resolution

Exhibit “B” – City Ordinance/Resolution

Exhibit “C” – District-Approved Community Cost Share Application

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The parties have executed this Agreement on the day and year first above written.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

BY: _____
Kyle Dreyfuss-Wells
Chief Executive Officer

AND

BY: _____
Darnell Brown, President
Board of Trustees

CITY OF NORTH ROYALTON

By: _____
Title: _____

The Legal Form and Correctness of this
Instrument is hereby Approved:

CITY OF NORTH ROYALTON

Thomas A. Kelly
Director of Law

This Instrument Prepared By:
Katarina K. Waag
Assistant General Counsel
Northeast Ohio Regional Sewer District

Each party agrees that this Agreement may be executed and distributed for signatures via email, and that the emailed signatures affixed by both parties to this Agreement shall have the same legal effect as if such signatures were in their originally written format.

[FOR NEORSD USE]

CONTRACT NO.

NORTHEAST OHIO REGIONAL SEWER
DISTRICT

WITH

CITY OF NORTH ROYALTON

FOR

COMMUNITY COST-SHARE PROJECT:
PINESTREAM SUBDIVISION STORM SEWER
IMPROVEMENT

Total Approximate Cost: \$57,900.00

The legal form and correctness of the within
instrument are hereby approved.

CHIEF LEGAL OFFICER

Date

CERTIFICATION

It is hereby certified that the amount required to
meet the contract, agreement, obligation, payment
or expenditure, for the above, has been lawfully
appropriated or authorized or directed for such
purpose and is in the Treasury or in process of
collection to the credit of the fund free from any
obligation or certification now outstanding.

CHIEF FINANCIAL OFFICER

Date

Budget Center 8100

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SIXTH AMENDMENT TO THE AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE, OHIO AND THE CITY OF NORTH ROYALTON, OHIO TO AMEND THE PROVISION RELATING TO PAYMENT FOR DISPATCH SERVICES, AND DECLARING AN EMERGENCY

WHEREAS: On February 11, 2014, Strongsville and North Royalton entered into an Agreement for Public Safety Dispatch Services, in which Strongsville agreed to dispatch North Royalton Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorize personnel of the North Royalton Police Department and the North Royalton Fire Department and other public safety resources (such as animal control) generally with regard to emergency and non-emergency incidents, and with communication support and services/systems directly related to the dispatch function, and subject to other specific terms and conditions contained therein, and at that time North Royalton agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville's provision of such Dispatch Services; and

WHEREAS: On September 16, 2014, the parties entered into an agreement to amend the provision relating to payment for Dispatch Services based upon the first year of operations; and

WHEREAS: On February 23, 2016, the parties entered into a Second Amendment to Agreement providing for an adjustment to the provision for payment based upon the second year of operations; and

WHEREAS: Additionally, thereafter on March 21, 2017, the parties entered into a Third Amendment to Agreement providing for an adjustment to the provision for payment based upon three (3) years of operation and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2017-044; and

WHEREAS: On March 5, 2018, the parties entered into a Fourth Amendment to Agreement providing for an adjustment to the provision for payment based upon four years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2018-025; and

WHEREAS: For the year 2019, there was no adjustment to the amount paid by North Royalton, from the rate of pay set forth in the Fourth Amendment to Agreement between the parties; and

WHEREAS: However, for the year 2020, the parties entered into a Fifth Amendment to Agreement providing for an adjustment to the provision for payment based upon six (6) years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2020-009; and

WHEREAS: Based upon seven (7) years of operations and in accordance with provisions of said Agreement, it is now necessary to further amend the provision relating to payment for Dispatch Services; 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. The Mayor is hereby authorized to approve a sixth amendment to the agreement for Public Safety Dispatch Services between the City of Strongsville, Ohio and the City of North Royalton, Ohio 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. This Ordinance shall supersede all previously adopted Ordinances in direct conflict herewith.

Section 3. 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 4. 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 the provision relating to payment for Dispatch Services.

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: _____
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ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

**SIXTH AMENDMENT TO AGREEMENT
FOR PUBLIC SAFETY DISPATCH SERVICES
BETWEEN
THE CITY OF STRONGSVILLE, OHIO AND
THE CITY OF NORTH ROYALTON, OHIO**

THIS SIXTH AMENDMENT TO AGREEMENT made at Strongsville, Ohio, this ____ day of _____, _____, by and between the **CITY OF STRONGSVILLE**, Ohio, hereinafter designated as “Strongsville”, and the **CITY OF NORTH ROYALTON**, Ohio, hereinafter designated as “Royalton”.

WITNESSETH:

WHEREAS, through adoption of Ordinance No. 2014-012 on February 3, 2014, the Strongsville City Council authorized an Agreement with North Royalton for public safety services; and

WHEREAS, through adoption of Ordinance No. 14-14 on February 4, 2014, the North Royalton City Council likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on February 11, 2014, Strongsville and Royalton entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Royalton Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Royalton Police Department and the Royalton Fire Department and other public safety resources (such as animal control) generally with regard to emergency and non-emergency incidents, and with communication support and services/systems directly related to the dispatch function, and subject to other specific terms and conditions contained therein; and

WHEREAS, at that time, Royalton agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville’s provision of such Dispatch Services; and

WHEREAS, thereafter on September 16, 2014, the parties entered into an *Amendment to Agreement* providing for an adjustment to the provision for payment based upon the first year of operations and consistent with the Agreement, and as authorized by Strongsville City Council in Ordinance No. 2014-176; and

WHEREAS, thereafter on February 23, 2016, the parties entered into a *Second Amendment to Agreement* providing for an adjustment to the provision for payment based upon the second year of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2016-023; and

WHEREAS, additionally, thereafter on March 21, 2017, the parties entered into a *Third Amendment to Agreement* providing for an adjustment to the provision for payment based upon three (3) years of operation and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2017-044; and

WHEREAS, additionally, thereafter on March 5, 2018, the parties entered into a *Fourth Amendment to Agreement* providing for an adjustment to the provision for payment based upon four years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2018-025; and

WHEREAS, for the year 2019, there was no adjustment to the amount paid by North Royalton, from the rate of pay set forth in the Fourth Amendment To Agreement between the parties; and

WHEREAS, however, for the year 2020, the parties entered into a *Fifth Amendment to Agreement* providing for an adjustment to the provision for payment based upon six (6) years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2020-009; and

WHEREAS, based upon seven (7) years of operations and in accordance with provisions of said Agreement, it is now necessary to further amend the provision relating to payment for Dispatch Services.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth in the Agreement and herein, it is agreed as follows:

1. Article I(E) of the Agreement be and is hereby amended to read in part as follows:

* * *

“E. Payment for Dispatch Services: Royalton, in consideration of the provision of the Dispatch Services outlined herein, agrees to pay Strongsville the amount of Forty Thousand Dollars (\$40,000.00) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total annual fee of Four Hundred Eighty Thousand Dollars (\$480,000.00) for the first year of operation. For the second year of operation, namely January 1, 2015 through December 31, 2015, Royalton will pay Strongsville at a reduced rate of Thirty-eight Thousand Dollars (\$38,000.00) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total of Four Hundred Fifty-Six Thousand Dollars (\$456,000.00) for such second year of operation. For the period of operation from January 1, 2016 through February 29, 2016, Royalton will pay Strongsville at the same rate of Thirty-Eight Thousand Dollars (\$38,000.00) per month; and thereafter from March 1, 2016 through December 31, 2016, Royalton will pay Strongsville at an increased rate of Thirty-Nine Thousand Five Hundred Twenty Dollars (\$39,520.00) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total of Four Hundred Seventy-One Thousand Two Hundred Dollars (\$471,200.00) for such third year of operation. For the period of operation from January 1, 2017 through December 31, 2017, Royalton will pay Strongsville at an

increased rate of Forty-Two Thousand Fifteen Dollars (\$42,015.00) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total of Five Hundred Four Thousand One Hundred Eighty-Four Dollars (\$504,184.00) for such fourth year of operation. For the period of operation from January 1, 2018 through December 31, 2018, Royalton will pay Strongsville at an increased rate of Forty-Four Thousand Five Hundred Thirty-Six and 25/100 Dollars (\$44,536.25) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total of Five Hundred Thirty-Four Thousand Four Hundred Thirty-Five Dollars (\$534,435.00) for such fifth year of operation. For the period of operation from January 1, 2020 to December 31, 2020, North Royalton will pay Strongsville at an increased rate of pay of Forty-Seven Thousand Two Hundred Eight and 42/100 Dollars (\$47,208.42) per month by the first of each month for Dispatch Services provided in that month, for a total of Five Hundred Sixty-Six Thousand Five Hundred One and 04/100 Dollars (\$566,501.04) for such year of operation. **For the period of operation from January 1, 2021 to December 31, 2021, North Royalton will pay Strongsville at an increased rate of pay of Fifty Thousand Forty and 92/100 Dollars (\$50,040.93) per month by the first of each month for Dispatch Services provided in that month, for a total of Six Hundred Thousand Four Hundred Ninety-One and 04/100 Dollars (\$600,491.16) for such year of operation."**

* * *

2. This Sixth Amendment to Agreement amends, modifies and supplements the Agreement effective January 1, 2021 only as specifically set forth herein. All rights and obligations of Strongsville and Royalton under the Agreement and all other provisions not specifically amended herein remain unmodified and in full force and effect.

3. This Sixth Amendment to Agreement shall be binding upon Strongsville and Royalton and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Agreement the day and year first above written.

Signed in the presence of:

**CITY OF NORTH ROYALTON
("Royalton")**

By: _____
Larry Antoskiewicz, Mayor

**CITY OF STRONGSVILLE
("Strongsville")**

By: _____
Thomas P. Perciak, Mayor

CERTIFICATE OF FINANCE DIRECTOR

I hereby certify that the amount of money required to meet the expenditures called for by this Amendment to Agreement is in the treasury, to the credit of the fund for which it is to be drawn, or in the process of collection, and not appropriated for any other purpose.

Date

Finance Director, City of North Royalton

**CERTIFICATE OF LAW DIRECTOR FOR THE
CITY OF NORTH ROYALTON**

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this ____ day of _____, _____.

Thomas A. Kelly, Law Director

**CERTIFICATE OF LAW DIRECTOR FOR THE
CITY OF STRONGSVILLE**

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this ____ day of _____, _____.

Neal M. Jamison, Law Director

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ONE (1) DUMP BODY AND ACCESSORIES PACKAGE FOR THE NORTH ROYALTON SERVICE DEPARTMENT THROUGH THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES, OHIO COOPERATIVE PURCHASING PROGRAM, VENDOR CONCORD ROAD EQUIPMENT, MFG., INC. FOR AN AMOUNT NOT TO EXCEED \$21,692.19, AND DECLARING AN EMERGENCY

- WHEREAS: Council has determined the need to purchase one (1) dump body and accessories package for the North Royalton Service Department; and
- WHEREAS: The city is purchasing this vehicle and equipment through the Ohio Cooperative Purchasing Program of the Department of Administrative Services; and
- WHEREAS: It is necessary to provide for the funding of said purchase.

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 authorizes the expenditure of an amount not to exceed \$21,692.19 for the purchase of one (1) dump body and accessories package for the North Royalton Service Department pursuant to Contract No. 800860 through the Ohio Cooperative Purchasing Program of the Department of Administrative Services, Vendor: Concord Road Equipment Mfg., Inc., 348 Chester Street, Painesville, Ohio 44077, Vendor #58520 and as further described in Exhibit A attached hereto and incorporated as if fully rewritten.

Section 2. The Service Director is hereby authorized and directed to forward a certified copy of this Ordinance to the Ohio Department of Administrative Services, Ohio Cooperative Purchasing Program.

Section 3. 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 4. 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 provide for the purchase of this vehicle and equipment for the North Royalton Service Department for the proper and immediate performance of departmental duties.

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 Larry Antoskiewicz

Nick Cinquepalmi

Service Director

Service Department

440-582-3002

fax 440-582-3089

TO: Streets Committee – Vince Weimer, Chair
Paul Marnecheck, Vice Chair
Jessica Fenos

FROM: Nick Cinquepalmi, Service Director

DATE: January 26, 2021

RE: Crew Cab Pickup Truck Purchase

I am requesting approval for the purchase of the following through ODOT's Cooperative Purchasing Program.

- **One (1) 2022 Ford F450 Crew Cab Chassis @ \$44,682.00**
Valley Ford Truck
5715 Canal Road
Cleveland, Ohio 44125
Phone: 216-524-2400
ODOT Contract Number: RS901221
Index Number: GDC008
Vendor Number: 8224
- **One (1) Dump Body and Accessories Package @ \$21,692.19**
Concord Road Equipment Mfg., Inc.
348 Chester Street
Painesville, Ohio 44077
Phone: 440-357-5344
ODOT Contract Number: 800860
Index Number: STS515
Vendor Number: 58520

If there are any questions, please call. Thanks.

/aca

c: Mayor Larry Antoskiewicz
Eric Dean, Finance Director
File



Quote 73345

348 CHESTER ST., PAINESVILLE, OH. 44077
PHONE: (440) 357-5344 FAX: (440) 357-1942
concordroadequipment.com

Quote Valid for 30 Days

Terms: NET 20

Page 1 of 3

Submitted To: NORTH ROYALTON, CITY OF 14600 STATE RD NORTH ROYALTON, OH 44133	Date: 1/22/2021 End User: SERVICE DEPARTMENT Attention: ED ROCHE Delivery: SEE BELOW DELIVERY NOTES County: CUYAHOGA Acct Mgr: JEFFERY S. WARFIELD
Phone: (440) 237-5686 Fax: (440) 236-5024	

PER STATE OF OHIO STATE TERM SCHEDULE CONTRACT
SCHEDULE NUMBER: 800860
INDEX NUMBER: STS515

**ONE (1) CONCORD MINUTEMAN TRUCK EQUIPMENT PACKAGE TO BE INSTALLED ON CUSTOMER SUPPLIED 2021
FORD F-450 CAB AND CHASSIS TO INCLUDE THE FOLLOWING**

MUNICIPAL DUTY STEEL DUMP BODY AND UNDERBODY HOIST

- 9-foot-long, 2.3 to 3.9 cubic yard capacity without sideboards
- 12-inch-high 10-gauge A1011 65kpsi steel sides
 - Dirt shedding lower side rub rails
 - Dirt shedding boxed top rails
 - Full depth rear corner pillars
 - Full depth front corner pillars
- 10-gauge A1011 65kpsi steel bulkhead
 - ¼ size integral cab shield
 - Slotted cut viewing window
- 10-gauge A1011 65kpsi steel tailgate
 - "Quick Drop" upper tailgate hardware
 - Manual release lower tailgate latching fingers
- 3/16-inch-thick AR-400 200kpsi steel floor
 - Full length floor to side radius
 - Western style crossmemberless understructure with 7-gauge steel formed box tubular longitudinals
- NTEA class 30 underbody scissor style sub frame hoist
 - Rated at 8.8 ton dumping capacity
 - 50-degree dump angle in this configuration
 - Grease able rear hinge assembly
 - Body safety prop
- Body painted one single stage color to match chassis cab color
 - Understructure and frame mounted components painted chassis black

BODY AND CHASSIS RELATED ACCESSORIES

- Body mounted three step stow-away underbody ladder
 - Installed street side front corner of body
 - Additional rub rail side mounted step
 - Grab handle kit
- Tarp tie down rails installed on both sides of body\
- Rear rubber mud flaps with body mounted brackets installed behind rear wheel
 - Front half flaps with steel shields
- Painted hardwood side boards

QUOTE CONTINUED ON NEXT PAGE



Quote 73345

348 CHESTER ST., PAINESVILLE, OH. 44077
PHONE: (440) 357-5344 FAX: (440) 357-1942
concordroadequipment.com

Quote Valid for 30 Days

Terms: NET 20

Page 2 of 3

Submitted To:	Date:	1/22/2021
NORTH ROYALTON, CITY OF	End User:	SERVICE DEPARTMENT
14600 STATE RD	Attention:	ED ROCHE
NORTH ROYALTON, OH 44133	Delivery:	SEE BELOW DELIVERY NOTES
	County:	CUYAHOGA
Phone: (440) 237-5686	Fax: (440) 236-5024	Acct Mgr: JEFFERY S. WARFIELD

QUOTE CONTINUED FROM PREVIOUS PAGE

- Two (2) dump body mounted stainless steel shovel holders
- 5/8-inch rear pintle towing plate
 - Combination 2-5/16-inch ball pintle hook
 - Heavy duty off-set safety lashing rings

CENTRAL HYDRAULIC SYSTEM

- Muncie transmission mounted "Hotshift PTO"
 - In cab on/off switch
- Muncie 2.01 cu/in displacement hydraulic pump
 - Direct mounted to hotshift pto
 - 8.71 gpm @1,000 rpm
- Muncie series 80 hydraulic control valve
 - Remote mounted outboard on top of hydraulic oil reservoir
 - One (1) manual control section to operate dump body hoist
 - One in chassis cab neutral locking in cab cable controller for dump body hoist operations
- 25-gallon hydraulic oil reservoir
 - Chassis frame mounted
 - Breather cap
 - Oil level gauge with temperature indicator
 - Magnetic drain plug
 - Spin-on return oil line filter
- All required hydraulic hoses, fittings, etc., for a complete, fully tested and operational system.

ELECTRICAL AND LIGHTING SYSTEM

- Amber LED warning installed street and curbsides in stainless steel boxes bolted "lay flat" to cabshield slope
- Red LED stop-tail-turn lights recess installed rear facing in rear corner post of dump body
- Clear LED reverse and flashing amber warning lamps installed in stainless steel boxes mounted to rear corner post of dump body
- BPC Combination 360 degree viewable 54 LED class 1 amber warning / linear traffic advisor light bar on dump body cabshield
- In cab body up indicator lamp with remote mounted sealed micro switch trigger
- Back up alarm
- Installation of OEM trailer plug in pintle hook plate
- All FMVSS-108 required lighting
- All required wiring, harnesses, connectors, etc., to make a complete, fully tested and operational system

*No snowplow, ice control spreader, and/or hydraulic system circuits to operate them included in this proposal.

TOTAL LIST PRICE, INSTALLED, PER UNIT: \$ 25,520.22
LESS 15% STS CONTRACT DISCOUNT OF: \$(3,828.03)
TOTAL NET PRICE, INSTALLED, PER UNIT: \$ 21,692.19

QUOTE CONTINUED ON NEXT PAGE



348 CHESTER ST., PAINESVILLE, OH. 44077
PHONE: (440) 357-5344 FAX: (440) 357-1942
concordroadequipment.com

Quote 73345

Quote Valid for 30 Days

Terms: NET 20

Page 3 of 3

Submitted To:	Date:	1/22/2021
NORTH ROYALTON, CITY OF	End User:	SERVICE DEPARTMENT
14600 STATE RD	Attention:	ED ROCHE
NORTH ROYALTON, OH 44133	Delivery:	SEE BELOW DELIVERY NOTES
	County:	CUYAHOGA
Phone: (440) 237-5686	Acct Mgr:	JEFFERY S. WARFIELD
Fax: (440) 236-5024		

QUOTE CONTINUED FROM PREVIOUS PAGE

MINIMUM CHASSIS REQUIREMENTS

Chassis to have a usable cab to axle dimension of approximately 60.00 inches have an automatic transmission with a constant run engine driven ring gear and PTO provision, in chassis cab upfitter switch pack, electric brake

WARRANTY INFORMATION

Concord Road Equipment Mfg., Inc. truck equipment packages include a parts and labor warranty for a total period of FIVE (5) YEARS; first thirty-six (36) months at 100% parts and labor on all workmanship and components, second twenty-four (24) months at 50% labor only. Other supplier / component warranties that exceed Concord's base warranty will remain in effect. All warranty periods begin after completion / delivery of equipment, components, and accessories. When applicable, Concord "Titan" series snowplow hitches carry a full 100% parts and labor warranty for five (5) years. TBEI series dump body hoists have manufacturer warranty coverage - first 36 months at 100% parts and labor. Warranties do not include normally considered wear and maintenance items (such as plow blades, augers, conveyor chains, hydraulic couplers, filters, spinner drive hydraulic motors, spinner disks, chains, sprockets, bearings, etc.); routine adjustments and/or calibrations; abuse, neglect, misuse, and/or improper operation; lack o

ESTIMATED DELIVERY PERIOD

Based on the date of this proposal, the job completion and corresponding delivery period is projected to be approximately 90-150 days after receipt of required purchase order(s), letter(s) of intent, letter(s) to proceed, and if applicable, the arrival of your chassis(s) to Concord Road Equipment Mfg., Inc. This projected job completion and corresponding delivery period is only an estimate and may be shorter or longer in accordance with the date that your order is placed, the arrival date of required authorizations, delivery date of your chassis(s) to Concord, and lead times of Concord Road Equipment Mfg., Inc. primary suppliers at the time your order is placed. Concord Road Equipment Mfg., Inc. is not responsible for delays that are beyond its reasonable effort and capability to control including but not limited to; primary supplier delays or product shortages, delays in freight, force majeure including but not limited to 1-acts of God, such as severe acts of nature or weather events including floods, fir

INSURANCE

Your chassis' and/or equipment are insured while in Concord Road Equipment's possession. This includes all properties, buildings, lots, etc. A copy of our complete garage-keepers insurance policy is available upon request.

Authorized by _____

1/23/2021

JEFFERY S. WARFIELD

I /We hereby accept the above quotation including all terms and conditions, and place an order for the proposed item(s) on ____/____/____ (today's date) for a total amount of \$_____ (please include selected options, if applicable).

Accepted By _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation. A 3% surcharge will be added to above total when paying by credit card.



STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

S & L GOVERNMENT PRICING SCHEDULE

SCHEDULE NUMBER: 800860

EFFECTIVE DATES: 06/01/2020 TO 05/31/2024

The Department of Administrative Services has completed the evaluation and analysis of the State Term Schedule (STS) offering submitted by the Contractor as listed herein. The Contractor listed herein has been determined to provide competitive, economical and reasonable pricing for the items contained in their offer. The respective offer, including the Standard Contract Terms & Conditions, any proposal amendment, special contract terms & conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this State Term Schedule.

This State Term Schedule is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Schedule is renewed, terminated, or cancelled in accordance with the Standard Contract Terms and Conditions.

This State Term Schedule is available to all state agencies, state institutions of higher education and political subdivisions properly registered as members of the Cooperative Purchasing Program of the Department of Administration Services, as applicable.

Agencies are eligible to make purchases of the supplies and/or services in any amount and at any time as determined by the agency (see maximum order limit). The State makes no representation or guarantee that agencies will purchase the supplies and/or services approved in the State Term Schedule.

State agencies may make purchases under this State Term Schedule up to \$2500.00 using the state of Ohio payment card. Any purchases that exceed \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency

This State Term Schedule and any Amendments thereto are available from the DAS website at the following address: <http://procure.ohio.gov>.

Concord Road Equipment Mfg., Inc.

STATE TERM SCHEDULE

Index No. STS515

Eff. Date 06/01/2020

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

CONTRACTOR, PRICES, TERM SCHEDULE, ETC.

Send Purchase Orders To:

Remit To:

OAKS Contract ID:

0000058520

800860

Concord Road Equipment Mfg., Inc.

348 Chester Street

Painesville, OH 44077

Contractor Contacts:

Mr. Jeffery Warfield

Telephone: (800) 942-7623 x120

Fax: (440) 357-1942

Email: jwarfield@concordroadequipment.com

Delivery:

See Notes Section

Terms:

0.5% - 20, Net 30 Days

Basic Order Limitations (Agencies should contact Procurement Services when they expect to exceed the Maximum Order Limitation.)

Minimum: \$50.00

Maximum: \$250,000.00

APPROVED PRODUCTS/SERVICES: Only those vendors, products, or services as listed in the price pages, approved by the Office of Procurement Services, may be purchased from this State Term Schedule. Any vendors, prices, terms, conditions, products or services not listed in the approve price sheets are outside the scope of this schedule.

MANDATORY USE CONTRACTS: All General Distribution Contracts (GDC), Limited Distribution Contracts (LDC), Multiple Award Contracts (MAC), and Request for Proposals (RFP) take precedence over this State Term Schedule (STS). This STS is only for governmental entities without a mandatory use contract.

EXCLUDED ITEMS: (State Agencies Only) in accordance with the Ohio Revised Code Section 5147.07, 125.60, through 125.6012, 5119.16 and 3304.28 through 3304.33 state agencies are required to purchase through Ohio Penal Industries (OPI); Community Rehabilitation Programs (CRP); Department of Mental Health and Addiction Services and Pharmacy Services (MHAS); and Opportunities for Ohioans with Disabilities (OOD). State agencies must obtain a waiver from OPI, CRP, DMHAS, Pharmacy Services, and/or OOD to procure from this schedule.

SPECIAL NOTE: The state of Ohio including but not limited to its agencies, boards, commissions, departments, state universities, state vocational schools, state community colleges of Ohio, and any entity authorized by law to use this State Term Schedule (STS) is not obligated to procure any products or services from this STS. This STS shall not be construed to prevent the state from purchasing products or services using other procurement methods as authorized by law.

NOTICE TO CONTRACTOR / VENDOR: It is the responsibility of the contractor's contact to maintain this State Term Schedule with current information. All updates i.e., telephone numbers, contact names, email addresses, tax identification number, prices, and catalogs etc., are required to be processed through the formal amendment authorization process which is initiated by way of a written request from the contractor's contact.

UNSPSC CODES (OAKS Category ID) and Item Descriptions:

All purchase orders placed against this contract shall use the following UNSPSC Codes when completing requisitions.

22100000 - Heavy construction machinery and equipment

Aggregate Spreaders, Truck Mounted Spreaders for Aggregate and Ice Control Materials

NOTES:

Delivery: 60 - 300 Days A.R.O. - F.O.B. Destination

Current pricelist is dated June 01, 2020

Discount Schedule:

1 Unit = 15%

2 - 5 Units = Additional 3%

6+ units = Additional 5%

ORDINANCE NO. 21-23

INTRODUCED BY: Weimer, Marnecheck, Fenos

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ONE (1) 2022 FORD F450 CREW CAB AND CHASSIS FOR THE NORTH ROYALTON SERVICE DEPARTMENT THROUGH THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES, OHIO COOPERATIVE PURCHASING PROGRAM, VENDOR VALLEY FORD TRUCK FOR AN AMOUNT NOT TO EXCEED \$44,682.00, AND DECLARING AN EMERGENCY

WHEREAS: Council has authorized the purchase of one (1) 2022 Ford F450 crew cab and chassis for the North Royalton Service Department; and

WHEREAS: The city is purchasing this vehicle and equipment through the Ohio Cooperative Purchasing Program of the Department of Administrative Services; and

WHEREAS: It is necessary to provide for the funding of said purchase.

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 authorizes the expenditure of an amount not to exceed \$44,682.00 for the purchase of one (1) 2022 Ford F450 crew cab and chassis for the North Royalton Service Department pursuant to Contract No. RS901221 through the Ohio Cooperative Purchasing Program of the Department of Administrative Services, Vendor: Valley Ford Truck, 5715 Canal Road, Cleveland, Ohio 44125, Vendor #8224 and as further described in Exhibit A attached hereto and incorporated as if fully rewritten.

Section 2. The Service Director is hereby authorized and directed to forward a certified copy of this Ordinance to the Ohio Department of Administrative Services, Ohio Cooperative Purchasing Program.

Section 3. 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 4. 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 provide for the purchase of this vehicle and equipment for the North Royalton Service Department for the proper and immediate performance of departmental duties.

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 Larry Antoskiewicz

Nick Cinquepalmi

Service Director

Service Department

440-582-3002

fax 440-582-3089

TO: Streets Committee – Vince Weimer, Chair
Paul Marnecheck, Vice Chair
Jessica Fenos

FROM: Nick Cinquepalmi, Service Director

DATE: January 26, 2021

RE: Crew Cab Pickup Truck Purchase

I am requesting approval for the purchase of the following through ODOT's Cooperative Purchasing Program.

- **One (1) 2022 Ford F450 Crew Cab Chassis @ \$44,682.00**
Valley Ford Truck
5715 Canal Road
Cleveland, Ohio 44125
Phone: 216-524-2400
ODOT Contract Number: RS901221
Index Number: GDC008
Vendor Number: 8224
- **One (1) Dump Body and Accessories Package @ \$21,692.19**
Concord Road Equipment Mfg., Inc.
348 Chester Street
Painesville, Ohio 44077
Phone: 440-357-5344
ODOT Contract Number: 800860
Index Number: STS515
Vendor Number: 58520

If there are any questions, please call. Thanks.

/aca

c: Mayor Larry Antoskiewicz
Eric Dean, Finance Director
File



5715 Canal Rd., Cleveland, OH 44125
Phone 800.533.2400 Fax 216.520.0486
ValleyFordTruck.com

JANUARY 22, 2021

CO NORTH ROYALTON ED ROCHE (440)622-0219 mechanic@northroyalton.org

RS901720 FORD MOTOR EQUIVALENCY INDEX

2022 FORD F450 4X2 CREW CAB CHASSIS
AS EQUIPPED

BASE PKG: 650A

ENGINE: 7.3L V8 GAS ENGINE

TRANSMISSION: TORQSHIFT 6 SPEED AUTOMATIC

REAR AXLE: 4.88 LIMITED SLIP

GVWR: 16,500LB

TIRES: LT225/70R 19.5G BSW AS

WHEELS: 19.5" ARGENT PAINTED STEEL

SEAT: HD VINLY 40/20/40 SPLIT BENCH SEAT

RADIO: AM FM RADIO

CONV: AIR CONDITIONING

CA: 60"

472: 50 STATE EMISSION

BRAKES: 4 WHEEL ABS

SAFETY: SAFETY CANOPY SYSTEMS CURTAIN, 1ST ROW

DUAL FRONT AIR BAGS

52B: ELECTRIC BRAKE CONTROLLER

66S: UPFITTER SWITCHES

18B: CAB STEPS

COLOR: ANTIMATER BLUE

INTERIOR: MEDIUM EARTH GRAY

COST.....\$44,682.00

OPTION:

7YR/100,000 MILE BASECARE WARRANTY.....\$4,255.00

7YR/100,000 MILE EXTRACARE WARRANTY...\$4,725.00

Ed, the details of the warranty's are attached. Today is the last day to order for the 2021 model year so the truck will be a 2022 model and will be in around Fall.

I will call to follow up but please feel free to call me anytime with any questions,
(216) 524-2400.

Jenny Loveland

Regards,
Jenny Loveland
Government Sales Manager



STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

MANDATORY USE CONTRACT FOR: NEW, MODEL YEAR 2020 OR MANUFACTURER'S CURRENT PRODUCTION
MODEL, ALTERNATIVE FUEL AUTOMOBILES AND SPORTS UTILITY VEHICLES

CONTRACT No.: RS901221

EFFECTIVE DATES: 11/09/20 to 08/31/21

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. RS901221 that opened on 07/13/20. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the item(s) listed. The respective bid response, including the [Instructions to Bidders](#) and [Standard Terms and Conditions](#), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

CONTRACT RENEWAL. This Contract may be renewed after the ending date of the Contract solely at the discretion of the Contracting Agency for a period of one month. Any further renewals will be by mutual agreement between the Contractor and the Contracting Agency for any number of times and for any period of time. The cumulative time of all mutual renewals may not exceed twenty-four (24) months unless the Contracting Agency determines that additional renewal is necessary.

This Requirements Contract is available to All State Agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

<http://www.ohio.gov/procure>

Signed: _____
Matthew M. Damschroder, Director Date

CONTRACTOR INDEX

CONTRACTOR AND TERMS:



0000274805
Valley Ford of Huron Inc.
55 Cleveland Rd E
Huron, OH 44839

CONTRACT NO.: RS901221-3

DELIVERY: See Price Schedule

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Laura O'Donnell

Telephone: (419) 433-4404
FAX: (216) 520-0486
E-Mail: govfleet@valley2.com

Preferred Method of receiving Purchase Orders:

E-Mail: govfleet@valley2.com



0000008224
Valley Ford Truck Inc.
5715 Canal Rd.
Cleveland, OH 44125

CONTRACT NO.: RS901221-4

DELIVERY: See Price Schedule

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Jenny Loveland

Telephone: (216) 524-2400
FAX: (216) 520-0486
E-Mail: jenny@valley2.com

Preferred Method of receiving Purchase Orders:

E-Mail: jenny@valley2.com



0000257818
Ganley Chevrolet of Aurora
310 West Garfield Rd.
Aurora, OH 44202

CONTRACT NO.: RS901221-5

DELIVERY: See Price Schedule

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Terry McCafferty

Telephone: (330) 562-8585
FAX: (330) 995-7070
E-Mail: tmccafferty@ganleyauto.com

Preferred Method of receiving Purchase Orders:

E-Mail: tmccafferty@ganleyauto.com

ORDINANCE NO. 21-24

INTRODUCED BY: Weimer, Marnecheck, Fenos

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ONE (1) CATERPILLAR MODEL 305E2 MINI HYDRAULIC EXCAVATOR FOR THE NORTH ROYALTON SERVICE DEPARTMENT THROUGH SOURCEWELL, FORMERLY NJPA, COOPERATIVE PURCHASING PROGRAM, VENDOR OHIO CAT FOR AN AMOUNT NOT TO EXCEED \$63,196.00, AND DECLARING AN EMERGENCY

WHEREAS: Council has determined the need to purchase one (1) mini hydraulic excavator for the North Royalton Service Department; and

WHEREAS: The city is purchasing this equipment through Sourcewell, formerly NJPA, Cooperative Purchasing Program; and

WHEREAS: It is necessary to provide for the funding of said purchase.

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 authorizes the expenditure of an amount not to exceed \$63,196.00 for the purchase of one (1) Caterpillar Model 305E2 mini hydraulic excavator for the North Royalton Service Department pursuant to Contract No. 032119-CAT through Sourcewell, formerly NJPA, Cooperative Purchasing Program, Vendor: Ohio CAT 3993 E. Royalton Road, Broadview Heights, Ohio 44147, Vendor #213816 and as further described in Exhibit A attached hereto and incorporated as if fully rewritten.

Section 2. The Service Director is hereby authorized and directed to forward a certified copy of this Ordinance to Sourcewell, formerly NJPA, Cooperative Purchasing Program.

Section 3. 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 4. 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 provide for the purchase of this equipment for the North Royalton Service Department for the proper and immediate performance of departmental duties.

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 Larry Antoskiewicz

Nick Cinquepalmi

Service Director

Service Department

440-582-3002

fax 440-582-3089

TO: Streets Committee – Vince Weimer, Chair
Paul Marnecheck, Vice Chair
Jessica Fenos

FROM: Nick Cinquepalmi, Service Director

DATE: January 26, 2021

RE: Mini Excavator, Skid Steer Loader and Cold Planer Purchase

I am requesting approval for the purchase of the following equipment through Sourcewell, formerly NJPA, Cooperative Purchasing Program.

- **One (1) Caterpillar Model: 305E2 Mini Hydraulic Excavator @ \$63,196.00**
- **One (1) Caterpillar Model: 272D3 Skid Steer with PC306 Cold Planer Attachment @ \$73,085.04**
Ohio CAT
3993 E. Royalton Road
Broadview Heights, Ohio 44147
Phone: 440-526-6200
Sourcewell Contract Number: 032119-CAT
Vendor Number: 213816

If there are any questions, please call. Thanks.

/aca

c: Mayor Larry Antoskiewicz
Eric Dean, Finance Director
File



Quote 214829-01

January 20, 2021

CITY OF NORTH ROYALTON

14600 STATE ROAD
NORTH ROYALTON, Ohio 44133-4853

Ed,

Thank you for your interest in Ohio CAT and Caterpillar products for your business needs.

SOURCEWELL, formerly NJPA, establishes and provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law (M.S. 471.345 Subd. 15). The Joint Exercise of Powers Law (M.S. 471.59) allows our members to legally purchase through our contracts without duplicating their own competitive solicitation process and requirements. The result of this cooperative effort is a high quality selection of nationally leveraged, competitively solicited contract solutions to help meet the ever challenging needs of our current and future member agencies.

CONTRACT NUMBER 032119-CAT

<https://www.sourcewell-mn.gov/>

One (1) New Caterpillar Model: 305E2 Mini Hydraulic Excavators with all standard equipment in addition to the additional specifications listed below:

This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Bob Shimko
Governmental Sales Representative
Ohio CAT
rshimko@ohiocat.com
440-241-7645

STANDARD EQUIPMENT

POWERTRAIN -Cat C2.4 diesel engine --U.S. EPA tier 4 final (US-A/CNDA) --EU stage IIIA/Tier 4 interim --ISO 9249/EEC 80/1269
--Rated net power 30.0kW/ 40.2hp -Automatic engine idle -Automatic engine shut-off -Automatic swing park brake -Automatic two speed travel -Fuel and water separator

ELECTRICAL -12 volt electrical system -60 ampere alternator -650 CCA maintenance free battery -Fuse box -Ignition key start / stop switch -Slow blow fuse -Warning horn -Work lights --Courtesy safety light -

OPERATOR ENVIRONMENT -100% pilot control ergonomic joysticks -Adjustable arm rests -Anti-theft system -COMPASS: complete, operation, --Complete operation --Maintenance performance and -security system --Multiple languages --Site reference system -Cup holder -Hydraulic neutral lockout system -Literature holder -Travel control pedals with hand levers -Washable floor mat

OTHER STANDARD EQUIPMENT -Accumulator certification -Auxiliary hydraulic lines --1-way and 2-way (combined function) -Adjustable auxiliary relief -Auxiliary line quick disconnects -Caterpillar corporate "one key" system -Continuous flow -Door locks -Dozer blade with float function -Ecology drain - engine and hydraulic -Hydraulic oil cooler -High definition hydraulics --Load sensing/flow sharing -Lockable fuel cap -Power on demand -Roll over protective structure (ROPS) -(ISO 12117-2) -Swing boom design -Swivel guard -Tie down eyes on track frame -Tip over protective structure (TOPS) -(ISO 12117) -Tool storage area -Top guard - ISO 10262 (level 1) -Towing eye on base frame -

MACHINE SPECIFICATIONS

305E2 HEXMN CFG 3.1	546-5481	\$80,790.00
INCLUDES:		\$0.00
452-5619 305E2 HYDRAULIC EXCAVATOR		\$0.00
397-7126 CONTROL, PATTERN CHANGER		\$0.00
419-4783 ALARM, TRAVEL	419-4783	\$0.00
456-2653 ENGINE, EPA TIER 4F		\$0.00
456-2643 CAB W/ AIR CONDITIONER		\$0.00
428-7874 SEAT, FABRIC, HIGH BACK SUSPENSION		\$0.00
428-7870 MIRROR, CAB, RIGHT	428-7870	\$0.00
434-2092 BELT, SEAT, 3" RETRACTABLE		\$0.00
377-4520 DRAIN, ECOLOGY	377-4520	\$0.00
456-2679 ELECTRICAL ARRANGEMENT		\$0.00
STICK PKG LONG W/O 2ND AUX	463-9123	\$0.00
LINES, BOOM	397-7086	\$0.00
LINES, STICK	397-7063	\$0.00
TRACK, RUBBER BELT	436-2494	\$0.00
BATTERY, DISCONNECT	453-4770	\$128.00
CABLE, GROUND	454-0241	\$0.00
RADIO, READY	437-3272	\$0.00
PRODUCT LINK, CELLULAR PL243	579-3613	\$0.00
LIGHTS, STANDARD	512-5611	\$0.00
HOOD, REAR, SOLID	544-1872	\$0.00
BLADE, 78", BOLT-ON	463-8032	\$0.00
LINES, QUICK COUPLER (LONG)	425-8088	\$1,510.00
HEATER, WATER JACKET	470-6522	\$231.00
ROTATING BEACON	309-1325	\$222.00
THUMB, HYD + COUPLER, PG, HYD, 5T	575-0494	\$5,979.00
BUCKET-HD, 24", 4.6 FT3, 5T	464-9911	\$1,375.00
MIRROR, CAB, REAR	428-7872	<u>\$45.00</u>
TOTAL LIST PRICE		\$90,280.00
LESS SOURCEWELL DISCOUNT 20%		(\$18,056.00)
LESS OHIO CAT DISCOUNT 10%		<u>(\$9,028.00)</u>
TOTAL PURCHASE PRICE		\$63,196.00

WARRANTY

Standard Warranty: 24 months/2000 Hour Premier Warranty.

FORM E**CONTRACT ACCEPTANCE AND AWARD**

(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-CAT

Proposer's full legal name: Caterpillar Inc.

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:

COEP2A139D0648P
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:

7E42B8F817A64CC...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-CAT

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Caterpillar Inc.

Authorized Signatory's Title North America Industry Manager

VENDOR AUTHORIZED SIGNATURE

Patrick Kearns

(NAME PRINTED OR TYPED)

Executed on May 10, 2019

Sourcewell Contract # 032119-CAT

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ONE (1) CATERPILLAR MODEL 272D3 SKID STEER WITH PC306 COLD PLANER ATTACHMENT FOR THE NORTH ROYALTON SERVICE DEPARTMENT THROUGH SOURCEWELL, FORMERLY NJPA, COOPERATIVE PURCHASING PROGRAM, VENDOR OHIO CAT FOR AN AMOUNT NOT TO EXCEED \$73,085.04, AND DECLARING AN EMERGENCY

- WHEREAS: Council has authorized the purchase of one (1) skid steer and cold planer attachment for the North Royalton Service Department; and
- WHEREAS: The city is purchasing this equipment through Sourcewell, formerly NJPA, Cooperative Purchasing Program; and
- WHEREAS: It is necessary to provide for the funding of said purchase.

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 authorizes the expenditure of an amount not to exceed \$73,085.04 for the purchase of one (1) Caterpillar Model 272D3 skid steer and PC306 cold planer attachment for the North Royalton Service Department pursuant to Contract No. 032119-CAT through Sourcewell, formerly NJPA, Cooperative Purchasing Program, Vendor: Ohio CAT 3993 E. Royalton Road, Broadview Heights, Ohio 44147, Vendor #213816 and as further described in Exhibit A attached hereto and incorporated as if fully rewritten.

Section 2. The Service Director is hereby authorized and directed to forward a certified copy of this Ordinance to Sourcewell, formerly NJPA, Cooperative Purchasing Program.

Section 3. 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 4. 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 provide for the purchase of this equipment for the North Royalton Service Department for the proper and immediate performance of departmental duties.

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 Larry Antoskiewicz

Nick Cinquepalmi

Service Director

Service Department

440-582-3002

fax 440-582-3089

TO: Streets Committee – Vince Weimer, Chair
Paul Marnecheck, Vice Chair
Jessica Fenos

FROM: Nick Cinquepalmi, Service Director

DATE: January 26, 2021

RE: Mini Excavator, Skid Steer Loader and Cold Planer Purchase

I am requesting approval for the purchase of the following equipment through Sourcewell, formerly NJPA, Cooperative Purchasing Program.

- **One (1) Caterpillar Model: 305E2 Mini Hydraulic Excavator @ \$63,196.00**
- **One (1) Caterpillar Model: 272D3 Skid Steer with PC306 Cold Planer Attachment @ \$73,085.04**
Ohio CAT
3993 E. Royalton Road
Broadview Heights, Ohio 44147
Phone: 440-526-6200
Sourcewell Contract Number: 032119-CAT
Vendor Number: 213816

If there are any questions, please call. Thanks.

/aca

c: Mayor Larry Antoskiewicz
Eric Dean, Finance Director
File



Quote 214832-01

January 20, 2021

CITY OF NORTH ROYALTON

14600 STATE ROAD
NORTH ROYALTON, Ohio 44133-4853



Ed,

Thank you for your interest in Ohio CAT and Caterpillar products for your business needs.

SOURCEWELL, formerly NJPA, establishes and provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law (M.S. 471.345 Subd. 15). The Joint Exercise of Powers Law (M.S. 471.59) allows our members to legally purchase through our contracts without duplicating their own competitive solicitation process and requirements. The result of this cooperative effort is a high quality selection of nationally leveraged, competitively solicited contract solutions to help meet the ever challenging needs of our current and future member agencies.

CONTRACT NUMBER 032119-CAT

<https://www.sourcewell-mn.gov/>

One (1) New Caterpillar Model: 272D3 Skid Steer Loaders with all standard equipment in addition to the additional specifications listed below:

This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Bob Shimko
Governmental Sales Representative
Ohio CAT
rshimko@ohiocat.com
440-241-7645

STANDARD EQUIPMENT

POWERTRAIN -Cat C3.8 turbo aftercooled diesel engine --Gross horsepower per SAE J1349 -98 hp (73 kW) @ 2400 RPM --Electric fuel priming pump --Air inlet heater starting aid --Liquid cooled, direct injection -Air cleaner, dual element, radial seal -S-O-S sampling valve, hydraulic oil -Filter, cartridge type, hydraulic -Filters, canister type, fuel -and water separator -Radiator / hydraulic oil -cooler (side-by-side) -Spring applied, hydraulically released, -parking brakes -Hydrostatic transmission -Four wheel chain drive -

HYDRAULICS -CONTROLS: -Electro/hydraulic implement control -Electro/hydraulic hydrostatic -transmission control

ELECTRICAL -12 volt electrical system -100 ampere alternator -Ignition key start / stop / aux switch -Lights: --Gauge backlighting --Two rear tail lights --Dome light -Backup alarm -Electrical outlet, beacon -

OPERATOR ENVIRONMENT -Operator warning system indicators: --Air filter restriction --Alternator output --Armrest raised / operator out of seat --Engine coolant temperature --Engine oil pressure --Air inlet heater activation --Hydraulic filter restriction --Hydraulic oil temperature --Park brake engages --Engine emission system -Gauges: DEF level, fuel level, hour -meter and tachometer -Storage compartment with netting -Adjustable vinyl seat -Ergonomic contoured armrest -Adjustable joystick controls -Control interlock system, when operator -leaves seat or armrest raised : --Hydraulic system disables --Hydrostatic transmission disables --Parking brake engages -ROPS Cab, open, tilt up -Anti-theft security system with 50 user -code capability -FOPS, Level I -Top and rear windows -Floormat -Interior rear view mirror -12V electric socket -Horn -Hand (dial) throttle electronic

FRAMES -Lift linkage, vertical path -Chassis, one piece welded -Machine tie down points (6) -Belly pan cleanout -Support, lift arm -Cast rear bumper -Ventilated rear door with integrated -sealing

OTHER STANDARD EQUIPMENT -Engine enclosure - lockable -Extended life antifreeze (-37C, -34F) -Coupler, mechanical -Hydraulic oil level sight gauge -Radiator coolant level sight gauge -Radiator expansion bottle -Cat tough guard hose -Heavy duty flat faced quick disconnects -with integrated pressure release -Split d-Ring to route work tool hoses -along side of left lift arm -Variable speed hydraulic cooling fan -Per SAE J818-2007 and EN 474-3:2006 and -ISO 14397-1:2007

MACHINE SPECIFICATIONS

272D3 SKID STEER LOADER	512-4272	\$61,680.00
CAB PACKAGE, ULTRA		
INCLUDES:		
512-4414 HYDRAULICS, PERFORMANCE, (H3)		
High Flow XPS - 32 gpm (120 lpm)		
Dual Self Level		
Return To Dig/Wrktrl Positioner		
512-4115 CONTROL, ISO, PROP, WT		
512-3371 POWERTRAIN, TWO SPEED		
495-1671 LIGHTS, LED	588-9097	\$16,420.00
512-3368 ROPS, ENCLOSED WITH A/C (C3)		
465-3705 DISPLAY, ADVANCED, LCD, CAMERA		
579-8782 FAN, COOLING, DEMAND, REVERSING		
Reversing Fan provides automatic and manual purge modes to assist in removing material from the rear door intake screen. Provides both Demand Fan and Reversing Fan functionality.		
536-9738 SEAT,AIR SUSPENSION,CLOTH,HEAT		
345-6180 RADIO, AM/FM, BLUETOOTH		
568-4704 FILM,TWO SPEED,W/HIGH FLOW XPS		
RIDE CONTROL	512-3491	\$1,075.00
BATTERY,HD,DISCONNECT, 850 CCA	568-5614	\$129.00
DOOR, CAB, POLYCARBONATE	539-8061	\$220.00
SEAT BELT, 2"	542-6994	\$0.00
PRODUCT LINK, CELLULAR PL243	566-7115	\$0.00
TIRES, 12X16.5 CAT 14PR XD		
Caterpillar;XD;Tread Depth=35mm (44/32");1830mm (72") wideeep tread, Provides very deep tread, ultra heavy sidewalls and extra large rim guards. Ideal for concrete, asphalt, demolition work, quarries and recycling. Tread depth is 70% deeper than CAT Premium Conventional Tires. The XD tire features a special tread compound for long wear and durability. Includes valve stem protection.	568-4635	\$1,310.00
QUICK COUPLER, HYDRAULIC	512-3401	\$1,025.00
BUCKET-GP, 74", BOCE	279-5373	\$1,744.00
CARRIAGE, 46", FORKS, 48", SSL	353-1697	\$1,132.00
COLD PLANER, 24" PC306		
600mm (24") drum width, 54 all-purpose conical bits 1860mm (73") overall width, Self-Levelling, replaceable side skids Max Pro Pressure Gauge (for identifying optimal performance) Drum center and drum front indication gauges on both sides Electro-Hydraulic: Independent left/right depth control, Side shift, Tilt, Float-Tilt Switch to switch between float or tilt control INCLUDES: 1 piston direct drive motor, 170mm (6.7") max depth of cut, hydraulic lines with 1/2" quick disconnects, case drain line, 14-pin electrical harness, mounting brackets, and hardware Optimal Flow / Pressure: 125 l/min (33 gpm) / 280 bar (4000 psi) RECOMMENDED: Use with AMICS or advanced display	529-5790	\$22,521.00
REQUIRES: High Flow XPS Hydraulics		
REAR LIGHTS	356-6082	\$0.00
ROTATING BEACON	309-1325	<u>\$222.00</u>
TOTAL LIST PRICE		\$107,478.00
LESS SOURCEWELL DISCOUNT 21%		(\$22,570.38)
LESS OHIO CAT DISCOUNT 11%		<u>(\$11,822.58)</u>
TOTAL PURCHASE PRICE		\$73,085.04

WARRANTY

Standard Warranty: 24 months/2000 Hour Premier Warranty.

FORM E**CONTRACT ACCEPTANCE AND AWARD**

(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-CAT

Proposer's full legal name: Caterpillar Inc.

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:

Jeremy Schwartz

COEP2A139D0648P
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:

Chad Coauette

7E42B8F817A64CC...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-CAT

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name

Caterpillar Inc.

Authorized Signatory's Title

North America Industry Manager

Patrick Kearns
VENDOR AUTHORIZED SIGNATURE

Patrick Kearns
(NAME PRINTED OR TYPED)

Executed on May 10, 2019

Sourcewell Contract # 032119-CAT

ORDINANCE NO. 21-26

INTRODUCED BY: Krejci, Dietrich, Wos
Co-Sponsor: Marnecheck

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ONE (1) SINGLE AND TANDEM AXLE CAB AND CHASSIS FOR THE NORTH ROYALTON WASTEWATER DEPARTMENT THROUGH THE OHIO DEPARTMENT OF TRANSPORTATION PURCHASING CONTRACT FOR AN AMOUNT NOT TO EXCEED \$99,000.00, AND DECLARING AN EMERGENCY

- WHEREAS: Council has authorized the purchase of a vehicle and equipment for the North Royalton Wastewater Department; and
- WHEREAS: Council approved Ordinance 09-28 on March 3, 2009 requesting permission to participate in the Ohio Department of Transportation Contracts for the purchase of machinery, materials, supplies and other articles; and
- WHEREAS: The city is purchasing this vehicle and equipment through the Ohio Department of Transportation Purchasing Contract; and
- WHEREAS: It is necessary to provide for the funding of said purchase.

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 authorizes the expenditure of an amount not to exceed \$99,000.00 for the purchase of one (1) single and tandem axle cab and chassis for the North Royalton Wastewater Department pursuant to ODOT Contract No. 023-21 awarded to vendor: Valley Freightliner and Western Star, 10901 Brookpark Road, Parma, Ohio 44130, OAKS ID: 0000068191, and as further described in Exhibit A attached hereto and incorporated as if fully rewritten.

Section 2. The Wastewater Superintendent is hereby authorized and directed to forward a certified copy of this Ordinance to Valley Freightliner and Western Star.

Section 3. 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 4. 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 provide for the purchase of this vehicle and equipment for the North Royalton Wastewater Department for the proper and immediate performance of departmental duties.

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

Consolidated Sanitary Sewer District



Phone: 440-237-5010
Facsimile: 440-582-9281

11675 Royalton Road
North Royalton, Ohio 44133

To: Members of City Council

Re: New Gap Vac Vactor Truck

Date: February 2, 2021

Dear Council Members;

I am recommending the following purchase for the Wastewater Department for the continuing production of our Collection system maintenance program. The purchase of the Gap Vac Vactor Truck will help our department to continue to clean sanitary and storm sewers of unwanted debris and blockages. With this purchase we will be able to have 2 Vactor trucks in service. One will be used to maintain the sanitary collection system and the other will be used to maintain the storm water collection system.

Respectfully,

A handwritten signature in black ink, appearing to read "Mark A. Smith". The signature is stylized with a large, looped "M" and a cursive "Smith".

Mark A. Smith
Wastewater Superintendent
City of North Royalton
Consolidated Sanitary Sewer District

Prepared for:
John Simon
NORTH ROYALTON CITY OF
14600 STATE RD
NORTH ROYALTON, OH 44133
Phone: 440-336-5377

Prepared by:
Greg Simonic
Valley Freightliner & Western Star
10901 Brookpark Rd
Parma, OH 44130
Phone: 216-267-4800
E-Mail: gregs@valley1.com



OHIO DEPARTMENT OF TRANSPORTATION

CENTRAL OFFICE • 1980 WEST BROAD STREET • COLUMBUS, OH 43223
MIKE DEWINE, GOVERNOR • JACK MARCHBANKS, PH.D., DIRECTOR

August 26, 2020

Valley Freightliner Sterling and Western Star, Inc
10901 Brook Park Rd.
Parma, OH 44130

Re: 023-21
Single & Tandem Axle Cab and Chassis

Dear Vendor:

Your bid proposal as submitted has been accepted by the Ohio Department of Transportation.

This Invitation permits multiple awarded vendors to provide Single & Tandem Axle Cab and Chassis. The contract will be in effect from September 1, 2020 to August 31, 2021.

A purchase shall only take place upon the issuance of an official purchase order or the use of a payment card. There is no guarantee that purchase orders will be issued or that products will be ordered against issued purchase orders.

Thank you for bidding on our invitation. Jim Schurch is available for any assistance necessary to ensure that a quality partnership exists between your company and our Department. If you have any questions, please call (614) 644-7870 or (800) 459-3778.

Respectfully,

A handwritten signature in black ink, appearing to read "Jack Marchbanks", is written over a horizontal line.

Jack Marchbanks, Ph.D.
Director
Ohio Department of Transportation

Prepared for:
John Simon
NORTH ROYALTON CITY OF
14600 STATE RD
NORTH ROYALTON, OH 44133
Phone: 440-336-5377

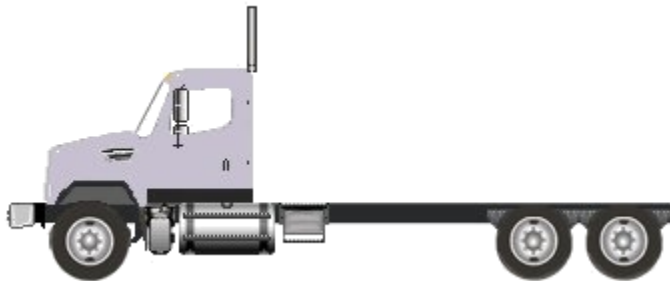
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A proposal for
NORTH ROYALTON CITY OF
ODOT CONTRACT 023-21 CO-OP PRICING

Prepared by
Valley Freightliner & Western Star
Greg Simonic

Jan 12, 2021

Freightliner 114SD



Components shown may not reflect all spec'd options and are not to scale

Prepared for:
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S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-23D	SD PRL-23D (EFF:01/21/20)		
Data Version			
DRL-046	SPECPRO21 DATA RELEASE VER 046		
Vehicle Configuration			
001-177	114SD CONVENTIONAL CHASSIS	7,934	6,476
004-222	2022 MODEL YEAR SPECIFIED		
002-003	SET FORWARD AXLE - TRUCK		
019-002	STRAIGHT TRUCK PROVISION		
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-002	TRUCK CONFIGURATION		
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-002	LIQUID BULK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-1AE	FREIGHTLINER LEVEL II WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 21400.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 44000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 65400.0 lbs		
Truck Service			
AA3-034	SEWER/INDUSTRIAL VACUUM BODY		
A88-99D	EXPECTED TRUCK BODY LENGTH : 0.0 ft		
* AF3-303	GAPVAX INC		
Engine			



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Data Code	Description	Weight Front	Weight Rear
101-3BU	CUM L9 370 HP @ 2100 RPM; 2100 GOV RPM, 1250 LB-FT @ 1200 RPM	-850	-70

Electronic Parameters

	79A-070	70 MPH ROAD SPEED LIMIT
	79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT
	79K-002	PTO MODE ENGINE RPM LIMIT - 700 RPM
	79L-011	PTO MODE THROTTLE OVERRIDE - LIMIT TO 1400 RPM
	79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED
	79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM
	79Q-002	PTO RPM WITH CRUISE RESUME SWITCH - 700 RPM
	79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH
	79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND
	79V-001	FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY
N	80G-002	PTO MINIMUM RPM - 700
	80J-001	REGEN INHIBIT SPEED THRESHOLD - 0 MPH

Engine Equipment

	99C-021	2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/GHG21 CONFIGURATION	
	99D-011	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)	
	13E-001	STANDARD OIL PAN	
	105-015	OIL FILL AND DIPSTICK LOCATED FOR ENHANCED SERVICEABILITY	
	014-1B5	SIDE OF HOOD AIR INTAKE WITH DONALDSON HIGH CAPACITY AIR CLEANER WITH SAFETY ELEMENT, FIREWALL MOUNTED	
	124-1DJ	DR 12V 160 AMP 36-SI BRUSHLESS QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE	10
	292-236	(3) DTNA GENUINE, FLOODED STARTING, MIN 3000CCA, 555RC, THREADED STUD BATTERIES	
	290-1CD	BATTERY BOX WITH ALUMINUM COVER MOUNTED SHORT SIDE TO RAIL	15
	281-001	STANDARD BATTERY JUMPERS	
	282-003	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB	
	291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN	

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Data Code	Description	Weight Front	Weight Rear
289-002	POLISHING OF BATTERY BOX COVER		
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	8	
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-032	C-BRAKE BY JACOBS WITH LOW/OFF/HIGH BRAKING DASH SWITCH	80	
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
28F-007	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND DASH MOUNTED SINGLE REGENERATION REQUEST/INHIBIT SWITCH		
239-026	10 FOOT 06 INCH (126 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
233-017	STANDARD CURVE BRIGHT UPPER STACK(S)		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
23Z-001	POLISHED ALUMINUM DIAMOND PLATE DIESEL EXHAUST FLUID TANK COVER	15	5
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD		
273-048	HORTON 2-SPEED DRIVEMASTER ADVANTAGE POLAREXTREME FAN DRIVE		
276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		
120-009	FLEETGUARD PLAIN COOLANT FILTER		
266-017	1300 SQUARE INCH ALUMINUM RADIATOR	-20	
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		

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171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	
166-002	PHILLIPS-TEMRO 150 WATT/115 VOLT OIL PREHEATER	4	
140-022	CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-055	DELCO 12V 39MT HD/OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH		

Transmission

342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
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Transmission Equipment

343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84E-017	S5 PERFORMANCE LIMITING PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84F-016	S5 PERFORMANCE LIMITING SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84G-013	2100 RPM PRIMARY MODE SHIFT SPEED
84H-013	2100 RPM SECONDARY MODE SHIFT SPEED
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES
353-064	VEHICLE INTERFACE WIRING CONNECTOR WITH BLUNT CUTS, AT FIREWALL
34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED

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	Data Code	Description	Weight Front	Weight Rear
	362-155	CUSTOMER INSTALLED CHELSEA 859 SERIES PTO		
*	363-002	PTO MOUNTING, RH SIDE OF MAIN TRANSMISSION		
	341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
	345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
	97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
	370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK	-15	
	346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
	35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

	400-1EB	MFS-20-133A 22,000# FL1 71.0 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE	270	
	402-078	MERITOR 16.5X6 Q+ HIGH CAPACITY CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	20	
	403-002	NON-ASBESTOS FRONT BRAKE LINING		
	419-023	CONMET CAST IRON FRONT BRAKE DRUMS		
	427-001	FRONT BRAKE DUST SHIELDS	5	
	409-006	FRONT OIL SEALS		
	408-002	STEMCO ALUMINUM VENTED FRONT HUB CAPS WITH WINDOW AND CENTER PLUG - OIL		
	416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
	405-031	HALDEX AUTOMATIC FRONT SLACK ADJUSTERS WITH STAINLESS STEEL CLEVIS PINS		
	406-001	STANDARD KING PIN BUSHINGS		
*	536-051	TRW THP-60 POWER STEERING WITH RCH60 AUXILIARY GEAR	120	
	539-003	POWER STEERING PUMP		
	534-003	4 QUART POWER STEERING RESERVOIR		
	533-001	OIL/AIR POWER STEERING COOLER		
	40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		

Front Suspension

	620-068	23,000# FLAT LEAF FRONT SUSPENSION	340	
	619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION		
	62G-998	NO FRONT SUSPENSION OPTIONS		

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Data Code	Description	Weight Front	Weight Rear
62H-014	LEFT AND RIGHT FRONT SUSPENSION REAR SHACKLE PINS WITH ZERK FITTINGS OUTBOARD		
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-059	RT-46-164P 46,000# R-SERIES TANDEM REAR AXLE		530
421-563	5.63 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-074	MXL 176T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	45	45
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES		
452-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		30
878-023	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AND REAR-REAR AXLE VALVE		
87A-001	BLINKING LAMP WITH EACH INTERAXLE LOCK SWITCH, INTERAXLE UNLOCK DEFAULT WITH IGNITION OFF		
87B-004	BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH		
423-085	MERITOR 16.5X8.62 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-003	STANDARD BRAKE CHAMBER LOCATION		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		-40
425-002	REAR BRAKE DUST SHIELDS		10
440-006	REAR OIL SEALS		
426-1B3	BENDIX EVERSURE LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS		
428-031	HALDEX AUTOMATIC REAR SLACK ADJUSTERS WITH STAINLESS STEEL CLEVIS PINS		
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
42T-001	STANDARD REAR AXLE BREATHER(S)		
Rear Suspension			
622-1E7	HENDRICKSON HAULMAAX @ 46,000# REAR SUSPENSION		310
621-1AP	HENDRICKSON HAULMAAX/ULTIMAAX - 10.50" RIDE HEIGHT		
624-009	54 INCH AXLE SPACING		

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Data Code	Description	Weight Front	Weight Rear
628-010	HENDRICKSON HN, HAULMAAX AND ULTIMAAX SERIES STEEL BEAMS WITH BAR PIN		
623-006	FORE/AFT AND TRANSVERSE CONTROL RODS		
Brake System			
490-101	WABCO 4S/4M ABS WITH TRACTION CONTROL, WITH ATC OFF-ROAD SWITCH		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-009	BW AD-9 BRAKE LINE AIR DRYER WITH HEATER	20	
* 483-003	BENDIX OIL COALESCING FILTER FOR AIR DRYER		
479-004	AIR DRYER MOUNTED OUTBOARD ON LH RAIL		
* 460-067	STEEL AIR TANKS MOUNTED UNDER BATTERY BOX WHEN POSSIBLE (NON-DRM TANKS ONLY)		
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)		
Trailer Connections			
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT		
Wheelbase & Frame			
545-665	6650MM (262 INCH) WHEELBASE		
* 546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	770	140
547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	230	450
552-063	2550MM (100 INCH) REAR FRAME OVERHANG		
55W-009	FRAME OVERHANG RANGE: 91 INCH TO 100 INCH	-70	300
549-016	24 INCH INTEGRAL FRONT FRAME EXTENSION WITH 0.25 INCH INSERT	350	-50
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 178.35 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 175.35 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 413.9		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 83.33 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 224.21 in		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 178.54 in		

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Data Code	Description	Weight Front	Weight Rear
553-001	SQUARE END OF FRAME		
587-003	REAR TOW HOOKS		10
550-001	FRONT CLOSING CROSSMEMBER		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
* 562-041	HEAVY DUTY STEEL 6 PIECE BOLTED CONSTRUCTION MIDSHIP CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment			
556-997	OMIT FRONT BUMPER, CUSTOMER INSTALLED SPECIAL BUMPER, DOES NOT COMPLY WITH FMCSR 393.203	-100	
558-065	FRONT TOW HOOKS - FRONT FRAME EXTENSION MOUNTED	60	
551-001	HUCK-SPIN ROUND COLLAR CHASSIS FASTENERS SUSPENSIONS ONLY		
605-103	D15-28195-000 CENTER PUNCH TO MARK CENTERLINE OF REAR SUSPENSION ON TOP FLANGE OF FRAME		
Fuel Tanks			
204-155	90 GALLON/340 LITER ALUMINUM FUEL TANK - LH	15	
218-006	25 INCH DIAMETER FUEL TANK(S)		
215-006	POLISHING OF FUEL/HYDRAULIC TANK(S) WITH POLISHED STAINLESS STEEL BANDS		
212-007	FUEL TANK(S) FORWARD		
664-002	POLISHED STEP FINISH		
205-002	CHROME FUEL TANK CAP(S)		
122-1H8	DAVCO 245 FUEL/WATER SEPARATOR WITH 12 VOLT HEAT AND WATER IN FUEL SENSOR	20	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
20E-004	AUXILIARY FUEL SUPPLY AND RETURN PORTS LOCATED ON LH FUEL TANK		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
221-001	FUEL COOLER	10	
Tires			
093-1E2	MICHELIN XFE 425/65R22.5 20 PLY RADIAL FRONT TIRES	172	
094-1UY	MICHELIN X MULTI D 11R22.5 16 PLY RADIAL REAR TIRES		120
Hubs			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		

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450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
* 502-1G0	ALCOA LVL ONE 82362X 22.5X12.25 10-HUB PILOT 2.75 INSET 10-HAND ALUMINUM DISC FRONT WHEELS	-8	
505-693	ALCOA LVL ONE 88267X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS		-224
524-022	POLISHED DISC SIDE FRONT WHEELS WITH DURA-BRIGHT FINISH		
525-023	POLISHED OUTER (DISHED SIDE) REAR WHEELS WITH OUTER ONLY DURA-BRIGHT FINISH		
498-011	NYLON WHEEL GUARDS FRONT AND REAR ALL INTERFACES		
Cab Exterior			
829-1A2	114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTING		
705-012	CAB ROOF REINFORCEMENTS FOR ROOF MOUNTED COMPONENTS	2	
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
667-001	FRONT FENDERS		
754-002	3-1/2 INCH FENDER EXTENSIONS	15	
678-067	SAFETY YELLOW LH AND RH INTERIOR GRAB HANDLES AND LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT		
645-002	BRIGHT FINISH RADIATOR SHELL/HOOD BEZEL		
646-042	STATIONARY BLACK GRILLE WITH BRIGHT ACCENTS		
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE		
644-006	FIBERGLASS HOOD WITH ACCESS HATCHES	10	
690-002	TUNNEL/FIREWALL LINER		
727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK		
726-002	DUAL ELECTRIC HORNS		
728-001	SINGLE HORN SHIELD		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
78G-004	KEY QUANTITY OF 4		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-067	HALOGEN COMPOSITE HEADLAMPS WITH BRIGHT BEZELS		
302-047	LED AERODYNAMIC MARKER LIGHTS		

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311-012	DAYTIME RUNNING LIGHTS - LOW BEAM ONLY		
294-042	FREIGHTLINER LED FLANGE MOUNTED STOP/TAIL/TURN LIGHTS WITH SEPARATE INCANDESCENT BACKUP LIGHTS		5
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-103	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LED LIGHTS AND LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
729-001	STANDARD SIDE/REAR REFLECTORS		
677-054	RH AFTERTREATMENT SYSTEM CAB ACCESS WITH PLAIN DIAMOND PLATE COVER		
275-063	2-STAGE ELECTRIC HORN AND HAZARD LAMP ALERT CONTROLLED BY PARTICULATE FILTER REGENERATION REQUIRED STATUS		
768-043	63X14 INCH TINTED REAR WINDOW		
661-004	TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS		
654-027	RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S)	4	
663-013	1-PIECE SOLAR GREEN GLASS WINDSHIELD		
659-007	8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITHOUT FLUID LEVEL INDICATOR		

Cab Interior

707-1AK	OPAL GRAY VINYL INTERIOR	
706-026	MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR	
708-026	MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR	
772-006	BLACK MATS WITH SINGLE INSULATION	
785-004	DASH MOUNTED ASH TRAY(S) WITHOUT LIGHTER	
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING	
696-012	CENTER STORAGE CONSOLE MOUNTED ON BACKWALL	20
693-023	LH DOOR MAP POCKET	
742-007	(2) CUP HOLDERS LH AND RH DASH	
680-007	GRAY/CHARCOAL WING DASH	

Prepared for:
 John Simon
 NORTH ROYALTON CITY OF
 14600 STATE RD
 NORTH ROYALTON, OH 44133
 Phone: 440-336-5377

Prepared by:
 Greg Simonic
 Valley Freightliner & Western Star
 10901 Brookpark Rd
 Parma, OH 44130
 Phone: 216-267-4800
 E-Mail: gregs@valley1.com

Data Code	Description	Weight Front	Weight Rear
860-004	SMART SWITCH EXPANSION MODULE		
720-003	5 LB. FIRE EXTINGUISHER	10	
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-013	STANDARD HVAC DUCTING WITH PRE-FILTER FOR OUTSIDE AIR INTAKE		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-034	PREMIUM INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-011	DOMED DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
284-101	(1) 12V POWER SUPPLY (1) DUAL 2.1 AMP USB CHARGER IN DASH		
756-1D9	PREMIUM HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 3 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION, FORWARD AND REAR CUSHION TILT, ADJUSTABLE SHOCK ABSORBER	70	
760-1D9	PREMIUM HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH 3 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION, FORWARD AND REAR CUSHION TILT, ADJUSTABLE SHOCK ABSORBER	60	20
759-005	DUAL DRIVER AND PASSENGER SEAT ARMRESTS	8	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-014	BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER		
761-014	BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER		
763-101	BLACK SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

732-004	GRAY DRIVER INSTRUMENT PANEL
734-004	GRAY CENTER INSTRUMENT PANEL



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Data Code	Description	Weight Front	Weight Rear
87L-001	ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK		
870-001	BLACK GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
198-003	DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS		
721-025	97 DB BACKUP ALARM MOUNTED INBOARD OF RAIL		3
149-017	ELECTRONIC CRUISE CONTROL WITH SWITCHES ON AUXILIARY GAUGE PANEL (B DASH PANEL)		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-071	ENGINE REMOTE INTERFACE WITH INCREMENT/DECREMENT		
163-004	ENGINE REMOTE INTERFACE CONNECTOR IN ENGINE COMPARTMENT		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-051	CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
679-001	OVERHEAD INSTRUMENT PANEL		
786-113	GENERIC TELEMATICS PREWIRE (CONSTANT BATTERY POWER/IGNITION/GROUND/J1939); RP1226 TYPE CONNECTOR AT PASSENGER SIDE OF DASH END		
746-115	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH AND USB AND AUXILIARY INPUTS, J1939	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		

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Data Code	Description	Weight Front	Weight Rear
748-006	POWER AND GROUND WIRING PROVISION OVERHEAD		
749-001	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
813-998	NO VEHICLE PERFORMANCE MONITOR	-5	
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		

Design

065-000	PAINT: ONE SOLID COLOR
---------	------------------------

Color

980-UBQ	CAB COLOR A: 00904952EY QUICKSILVER MET ELITE EY
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
963-003	STANDARD E COAT/UNDERCOATING

Certification / Compliance

996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS
---------	--

Secondary Factory Options

998-001	CORPORATE PDI CENTER IN-SERVICE ONLY
* 999-065	FRONT AND/OR REAR AXLE WIDTH EXCEEDS 2.6M. CUSTOMER ADVISED AND ACCEPTS RESPONSABILITY TO OBTAIN PERMIT OR VEHICLE APPLICATION IS EXEMPT FROM VEHICLE WIDTH REQ.

Raw Performance Data

Prepared for:
 John Simon
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Data Code	Description	Weight Front	Weight Rear
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 175.35 in		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 178.54 in		

Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

TOTAL VEHICLE SUMMARY

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	9705 lbs	8095 lbs	17800 lbs
Total Weight ⁺	9705 lbs	8095 lbs	17800 lbs

(+) Weights shown are estimates only.

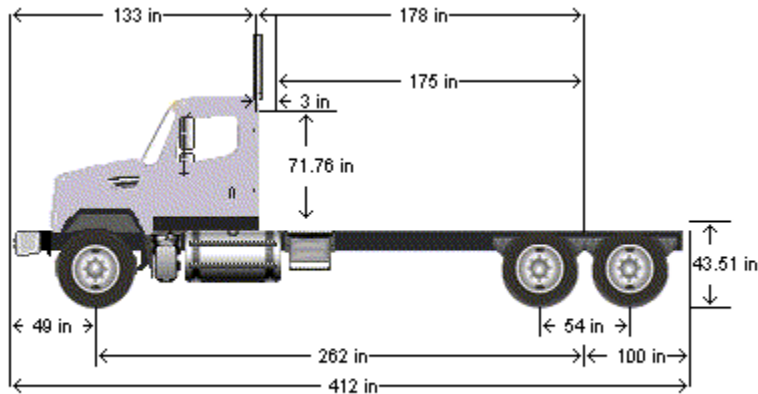
If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

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D I M E N S I O N S



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model	114SD
Wheelbase (545)	6650MM (262 INCH) WHEELBASE
Rear Frame Overhang (552)	2550MM (100 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577)	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in)	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in)	0
Slide Increment (in)	0
Desired Slide Position (in)	0.0
Cab Size (829)	114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682)	NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016)	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

TABLE SUMMARY - DIMENSIONS

Prepared for:
 John Simon
 NORTH ROYALTON CITY OF
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 NORTH ROYALTON, OH 44133
 Phone: 440-336-5377

Prepared by:
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Dimensions	Inches
Bumper to Back of Cab (BBC)	132.9
Bumper to Centerline of Front Axle (BA)	49.4
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	178.3
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	175.3
Back of Cab Protrusions (Exhaust/Intake) (CP)	0.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	278.7
Cab Height (CH)	71.8
Wheelbase (WB)	261.8
Frame Overhang (OH)	100.4
Overall Frame Length	413.9
Overall Length (OAL)	411.6
Rear Axle Spacing	54.0
Unladen Frame Height at Centerline of Rear Axle	43.5

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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Q U O T A T I O N

114SD CONVENTIONAL CHASSIS

SET FORWARD AXLE - TRUCK
 CUM L9 370 HP @ 2100 RPM; 2100 GOV RPM, 1250 LB-
 FT @ 1200 RPM
 ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH
 PTO PROVISION
 RT-46-164P 46,000# R-SERIES TANDEM REAR AXLE
 HENDRICKSON HAULMAAX @ 46,000# REAR
 SUSPENSION
 MFS-20-133A 22,000# FL1 71.0 INCH KPI/3.74 INCH
 DROP SINGLE FRONT AXLE

23,000# FLAT LEAF FRONT SUSPENSION
 114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL
 CAB
 6650MM (262 INCH) WHEELBASE
 7/16X3-9/16X11-1/8 INCH STEEL FRAME
 (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
 2550MM (100 INCH) REAR FRAME OVERHANG
 1/4 INCH (6.35MM) C-CHANNEL INNER FRAME
 REINFORCEMENT

			PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$	98,804	\$	98,804
EXTENDED WARRANTY		\$	0	\$	0
DEALER INSTALLED OPTIONS		\$	0	\$	0
CUSTOMER PRICE BEFORE TAX		\$	98,804	\$	98,804
TAXES AND FEES					
TAXES AND FEES		\$	0	\$	0
OTHER CHARGES		\$	0	\$	0
TRADE-IN					
TRADE-IN ALLOWANCE		\$	(0)	\$	(0)
BALANCE DUE	(LOCAL CURRENCY)	\$	98,804	\$	98,804

Chassis pricing based under Ohio Department of Transportation contract 023-21 cooperative pricing. Pricing is valid for Ohio municipal purchases and eligibility coincides with contract terms and dates. It is the responsibility of the purchasing entity to request and determine eligibility of cooperative purchases. A purchase order to this proposal thereby agrees to the pricing, specifications, and terms the cooperative contract unless other arrangements are agreed upon.

If an order, please consult with your body builder to assure all dimensions and necessary chassis components are included the specification. All specifications and pricing are subject to final engineering review.

Invoicing will occur upon delivery of bare chassis to customer or location of customer's choice. Payment is due upon receipt of invoice. Titles will be transferred and delivered promptly upon receipt of payment.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ____ / ____ / ____.



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OHIO DEPARTMENT OF TRANSPORTATION

CENTRAL OFFICE - 1980 WEST BROAD STREET - COLUMBUS, OH 43223
MIKE DEWINE, GOVERNOR - JACK MARCHBANKS, PH.D., DIRECTOR

August 26, 2020

Valley Freightliner Sterling and Western Star, Inc
10901 Brook Park Rd.
Parma, OH 44130

Re: 023-21
Single & Tandem Axle Cab and Chassis

Dear Vendor:

Your bid proposal as submitted has been accepted by the Ohio Department of Transportation.

This Invitation permits multiple awarded vendors to provide Single & Tandem Axle Cab and Chassis. The contract will be in effect from September 1, 2020 to August 31, 2021.

A purchase shall only take place upon the issuance of an official purchase order or the use of a payment card. There is no guarantee that purchase orders will be issued or that products will be ordered against issued purchase orders.

Thank you for bidding on our invitation. Jim Schurch is available for any assistance necessary to ensure that a quality partnership exists between your company and our Department. If you have any questions, please call (614) 644-7870 or (800) 459-3778.

Respectfully,

A handwritten signature in black ink, appearing to read "Jack Marchbanks".

Jack Marchbanks, Ph.D.
Director
Ohio Department of Transportation

ORDINANCE NO. 21-27

INTRODUCED BY: Krejci, Dietrich, Was
Co-Sponsor: Marnecheck

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ONE (1) GAPVAX COMBINATION JET/VACCUM MACHINE FOR THE NORTH ROYALTON WASTEWATER DEPARTMENT THROUGH THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES, OHIO COOPERATIVE PURCHASING PROGRAM, VENDOR MTECH FOR AN AMOUNT NOT TO EXCEED \$289,643.00, AND DECLARING AN EMERGENCY

WHEREAS: Council has determined the need to purchase one (1) GapVax Combination Jet/Vacuum Machine for the North Royalton Wastewater Department; and

WHEREAS: The city is purchasing this vehicle through the Ohio Cooperative Purchasing Program of the Department of Administrative Services; and

WHEREAS: It is necessary to provide for the funding of said purchase.

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 authorizes the expenditure of an amount not to exceed \$289,643.00 for the purchase of one (1) GapVax Combination Jet/Vacuum Machine for the North Royalton Wastewater Department pursuant to Contract No. 800834 through the Ohio Cooperative Purchasing Program of the Department of Administrative Services, Vendor: MTech, 7401 First Place, Cleveland, Ohio 44146, and as further described in Exhibit A attached hereto and incorporated as if fully rewritten.

Section 2. The Wastewater Superintendent is hereby authorized and directed to forward a certified copy of this Ordinance to the Ohio Department of Administrative Services, Ohio Cooperative Purchasing Program.

Section 3. 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 4. 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 provide for the purchase of this vehicle for the North Royalton Wastewater Department for the proper and immediate performance of departmental duties.

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

Consolidated Sanitary Sewer District



Phone: 440-237-5010
Facsimile: 440-582-9281

11675 Royalton Road
North Royalton, Ohio 44133

To: Members of City Council

Re: New Gap Vac Vactor Truck

Date: February 2, 2021

Dear Council Members;

I am recommending the following purchase for the Wastewater Department for the continuing production of our Collection system maintenance program. The purchase of the Gap Vac Vactor Truck will help our department to continue to clean sanitary and storm sewers of unwanted debris and blockages. With this purchase we will be able to have 2 Vactor trucks in service. One will be used to maintain the sanitary collection system and the other will be used to maintain the storm water collection system.

Respectfully,

A handwritten signature in black ink, appearing to read 'Mark A. Smith'. The signature is stylized with a large 'M' and 'S'.

Mark A. Smith
Wastewater Superintendent
City of North Royalton
Consolidated Sanitary Sewer District



GapVax Combination Jet / Vacuum Machine
Sales Proposal for: North Royalton, OH
Ohio STS Pricing March, 2020
Contract Number: 800834

Date: 1/19/2021
Version: 1

WARRANTIES AND KEY STANDARD FEATURES - COMBINATION MACHINES

See literature for all warranty details and limitations

Entire Unit

- a) Warranty: One-year. Against defects in materials and workmanship on entire unit.

Selected

1

Water Tank Material Std: 3/16" ASTM A-240 type 304L Stainless Steel

- a) Warranty: Ten-year. No rust through, cracking or distortion.
b) Warranty: Twenty-year. If upgrade to 1/4" SS Debris Body. No rust through, cracking or distortion.

Tank Size: 3/16" SS 1500 Gallons

10 years

Debris Tank Material Std: 1/4" Exten A-572 Grade 50

- a) Warranty: Five-year. No rust through, cracking or distortion
b) Warranty: Ten-year. If option K20 is added. No rust through, cracking or distortion
c) Warranty: Ten-year. If upgrade to 3/16" SS Debris Body. No rust through, cracking or distortion
d) Warranty: Twenty-year. If upgrade to 1/4" SS Debris Body. No rust through, cracking or distortion

Tank Size: 1/4" Exten 11 Cubic Yards

Five

Water Pump Std: 80 gpm @ 2,000 PSI

- a) Warranty: Five-year. Must be Giant or General pump, otherwise one-year

Pump Chosen: Giant 80@2500

Five

Positive Displacement Blower Std: 3,500 cfm or 16" Hg

- a) Warranty: One-year
b) Warranty: Five-year. Must select option C20

Blower Chosen: 18", 5300 CFM w/ XL TC

One

NOTE: GAPVAX, INC. FOLLOWS A POLICY OF CONTINUAL PRODUCT IMPROVEMENT AND REFINEMENT. AS A RESULT, CHANGES TO STANDARD EQUIPMENT, FEATURES, SPECIFICATIONS AND OPTIONAL EQUIPMENT MAY OCCUR AT ANY TIME

OPTION	OPTION DESCRIPTION	NOTES	QTY	PRICE
CHASSIS OPTIONS				
BASE OPTIONS				
MC1511	1500 Gallons Water / 11 Cubic Yards Debris Tandem Axle Chassis	May Require Additional Axle	1	\$240,832.20
DEBRIS BODY OPTIONS				
STD	DEBRIS TANK MADE OF 1/4" ASTM A-572 GRADE 50 EXTEN STEEL		STANDARD	STANDARD
STD	FULL-OPENING REAR TAILGATE		STANDARD	STANDARD
STD	STAINLESS STEEL TAILGATE SEALING ROD		STANDARD	STANDARD
STD	FOUR HYDRAULIC REAR DOOR LOCKS		STANDARD	STANDARD
STD	DUAL TAILGATE LIFT CYLINDERS		STANDARD	STANDARD
STD	THREE TIE-OFF ANCHORS ON TOP OF BODY		STANDARD	STANDARD
STD	FIVE YEAR WARRANTY ON DEBRIS TANK AGAINST RUST THROUGH, DISTORTION AND CRACKS		STANDARD	STANDARD
STD	THREE TIE-OFF ANCHORS ON TOP OF THE BODY 6' APART		STANDARD	STANDARD
FLUSHOUT SYSTEM (CHOOSE ONE OR LESS)				
A1	DEBRIS BODY FLUSH OUT SYSTEM		1	\$2,040
6" DECANT AT BOTTOM OF TAILGATE (CHOOSE ONE)				
A2A	DRAIN AT BOTTOM OF TAILGATE - 6" BRASS LEVER VALVE WITH 15' OF LAYFLAT HOSE		1	\$836
DEBRIS LEVEL INDICATOR (CHOOSE ONE OR MORE)				
A3-CS	FLOAT TYPE LIQUID LEVEL INDICATOR ON SIDE OF DEBRIS TANK		1	\$1,051
FILTER SCREENS (CHOOSE ONE PER VALVE)				
A12A	FILTER SCREEN FOR DRAIN VALVE (LONG BOX)	REQUIRES A2	1	\$734
DEBRIS BODY UPGRADES (CHOOSE ONE OR LESS)				
A20	UPGRADE TO 1/4" DEBRIS TANK (per yard)		STANDARD	STANDARD
LADDERS (CHOOSE NONE OR BOTH)				
A21	CURBSIDE LADDER TO PORT INSPECTION AREA		1	\$1,999
A21X	MOUNTING TABS FOR CURBSIDE LADDER		STANDARD	STANDARD
OTHER OPTIONS				
A22A	GALVANIZED BOLT ON TAILGATE SPLASH SHIELDS		1	\$1,826

WATER TANK OPTIONS			
STD	WATER TANK MADE OF 3/16" 304 STAINLESS STEEL	STANDARD	STANDARD
STD	4" HIGH ANTI-SIPHON RING WITH (4) 2-1/2" HOLES	STANDARD	STANDARD
STD	WATER TANK LEVEL SIGHT TUBE ON CURBSIDE	STANDARD	STANDARD
STD	DRAIN VALVE AT BOTTOM OF WATER TANK	STANDARD	STANDARD
STD	3" FILL LINE WITH 2-1/2" FIRE HOSE CONNECTION CURBSIDE	STANDARD	STANDARD
STD	3" WATER STRAINER WITH STAINLESS STEEL SCREEN ON WATER TANK FILL LINE	STANDARD	STANDARD
STD	3" SUPPLY LINE TO WATER PUMP MOUNTED AT REAR OF TANK	STANDARD	STANDARD
B23B	STAINLESS BAFFLES IN THE WATER TANK	1	\$1,724
VACUUM SYSTEM OPTIONS			
STD	ROOTS TYPE VACUUM PUMP 3,500 CFM AND 16" HG	STANDARD	STANDARD
STD	DUAL STAINLESS STEEL SHUTOFF FLOAT BALLS	STANDARD	STANDARD
STD	NOISE & VIBRATION DAMPENING MOUNTS	STANDARD	STANDARD
STD	STAINLESS STEEL VEE-WIRE SAFETY SCREEN	STANDARD	STANDARD
STD	6" SAFETY VACUUM RELIEF	STANDARD	STANDARD
STD	EMERGENCY STOP FUNCTION FOR VACUUM	STANDARD	STANDARD
	VACUUM PUMP UPGRADE (CHOOSE ONE OR LESS)		
C8	UPGRADE TO ROOTS TYPE VACUUM PUMP 4,500 CFM AND 18" HG	1	\$12,301
	OTHER OPTIONS		
C19	UPGRADE TO XL TRANSFER CASE	1	\$867
	REQUIRES TANDEM AXLE		
WATER SYSTEM OPTIONS			
STD	SHAFT-DRIVEN WATER PUMP RATED FOR 80 GPM AND 2,000 PSI	STANDARD	STANDARD
STD	TRI-PLEX WATER PUMP SYSTEM	STANDARD	STANDARD
STD	800 PSI WASHDOWN CIRCUIT WITH 50' X 1/2" HOSE	STANDARD	STANDARD
STD	AIR PURGE SYSTEM FOR PRIMARY CIRCUIT	STANDARD	STANDARD
STD	LOW POINT DRAIN VALVES ON WATER LINES	STANDARD	STANDARD
	WASHDOWN CIRCUIT (CHOOSE ONE)		
STD	SET WASHDOWN CIRCUIT TO FULL WORKING PRESSURE	1	\$0
	JETTER PUMP UPGRADE (CHOOSE ONE OR LESS)		
D3A	GIANT GP8000 SERIES WATER PUMP RATED 80 GPM @ 2,500 PSI	1	\$4,060
	OTHER OPTIONS		
D4	UPGRADE TO URACA MULTIFLOW VALVE - SET WASHDOWN CIRCUIT TO FULL PRESSURE FOR HANDGUN APPLICATIONS	1	\$2,091
D7A	50' X 1/2" HAND GUN REEL FOR WASHDOWN CIRCUIT	1	\$1,224
D20B	REMOVABLE LATERAL HOSE REEL - 150' X 1/2" HOSE	1	\$3,315
	Powered permanent mount		
D20F	LATERAL REEL ADDITIONAL 100'	1	\$320
	REQUIRES D20A or B		
D21	WATER RECIRCULATION VIA AUTOMATIC TRANSMISSION	1	\$1,153
D35E	3/8" HX LANCE WITH 6' EXTENSION AND RIPSAW NOZZLE	1	\$826
D36D	3/8" X 5' LANCE EXTENSION WITH QUICK CONNECTS (CAT022388)	3	\$734
BOOM OPTIONS			
STD	8" FRONT MOUNTED TELESCOPING BOOM WITH 26' REACH AND 180 DEG. ROTATION	STANDARD	STANDARD
STD	180 DEGREE POWER ROTATION VIA WORM DRIVE	STANDARD	STANDARD
STD	DUAL 4" LIFT CYLINDERS	STANDARD	STANDARD
STD	CAB PROTECTION RACK	STANDARD	STANDARD
E6	REMOTE LUBE FOR BOOM LIFT AND ROTATION	1	\$3,009
HOSE REEL OPTIONS			
STD	FRONT FRAME MOUNTED HOSE REEL WITH 180 DEGREE ARTICULATION	STANDARD	STANDARD
STD	HOSE REEL RATED FOR 800' OF HOSE AND 4,000 PSI	STANDARD	STANDARD
STD	EXTERIOR HOSE EXPANSION RIBS	STANDARD	STANDARD
F1C	DIGITAL FOOTAGE COUNTER - SHAFT-MOUNTED	1	\$3,203
F2	ANGLE ADAPTER FOR MANUAL LEVEL WIND	1	\$245
	Update for auto level wind		
F11	AUTOMATIC HOSE LEVEL WINDER	1	\$7,844
F16A	DOUBLE ROLLER ON AUTO LEVEL WIND	1	\$734
CONTROLS, GUAGES, ACCESSORIES OPTIONS			
STD	CAB-MOUNTED AIR SHIFT CONTROLS FOR BLOWER, HYDRAULICS, AND WATER PUMP	STANDARD	STANDARD

STD	WEATHER-TIGHT CONTROL PANEL MOUNTED AT FRONT HOSE REEL		STANDARD	STANDARD
STD	OPERATOR CONTROL PANEL INCLUDES GUAGES FOR ENGINE, HYDRAULICS, VACUUM, AND WATER PUMP		STANDARD	STANDARD
STD	EMERGENCY STOP DE-ENERGIZE WATER PUMP AND BREAK VACUUM		STANDARD	STANDARD
STD	30' PENDANT REMOTE WITH BOOM FUNCTIONS		STANDARD	STANDARD
	LOW WATER PROTECTION (CHOOSE ONE OR LESS)			
G2B	G2B CONTROL SYSTEM WITH DM430 DISPLAY INCLUDES:		1	\$5,722
B, C, E	LOW WATER SHUTDOWN PROTECTION		1	\$0
B, C, E	HIGH WATER TEMPERATURE SHUTDOWN PROTECTION		1	\$0
B, C, E	ENGINE OVERSPEED PROTECTION		1	\$0
B, C, E	ON-SCREEN DIAGNOSTICS FOR WATER, PTO AND ENGINE LEVELS		1	\$0
	INDICATORS AND GUAGES (CHOOSE ANY)			
G4A	HIGH DEBRIS LEVEL LIGHT & ALARM WIRED TO VACUUM RELIEF	REQUIRES A3	1	\$1,255
G6	BLOWER TEMPERATURE GUAGE WIRED TO VACUUM RELIEF		1	\$734
G14	BODY UP LIGHT		1	\$806
	REMOTES (CHOOSE ONE OR LESS WIRELESSS)			
G21D	WIRELESS REMOTE WITH BOOM, VACUUM, WATER ON/OFF, AND HOSE REEL IN/OUT		1	\$9,608
	WIRELESS TYPE			
G21-SH	UPGRADE TO AARCOMM SLEDGEHAMMER BELLY PACK REMOTE	REQUIRES G21	1	\$1,408
LIGHTING				
STD	TRUCK-LITE LED RUNNING (MARKER) LIGHTS		STANDARD	STANDARD
STD	LED STOP/TAIL/TURN LIGHT WITH POLISHED STAINLESS STEEL BOXES		STANDARD	STANDARD
	FRONT STROBE LIGHT (CHOOSE ONE OR LESS)			
H31C	(2) SUPER LED STROBE BEACON LIGHT - WHELEN L31	Mount on mirrors	1	\$1,540
	REAR STROBE LIGHT (CHOOSE ONE OR LESS)			
H31D	(2) SUPER LED STROBE BEACON LIGHT - WHELEN L31		1	\$1,540
	BOOM WORK LIGHTS (CHOOSE ONE OR LESS)			
H5C	(2) BOOM WORK LIGHTS - HIGH INTENSITY HELL PB1500 LED WORK LIGHTS (PN: LHT022406)		1	\$1,255
	SIDE WORK LIGHTS (CHOOSE ONE OR LESS)			
H7CA	(2) SIDE WORK LIGHTS - HIGH INTENSITY HELLA PB1500 LED WORK LIGHTS (PN:LHT022406) (1 PER SIDE)	both on curb side	1	\$1,081
	HAND SPOTLIGHT (CHOOSE ONE OR LESS)			
H38	CORDLESS RECHARABLE LED LIGHT		2	\$377
	FLASHERS (CHOOSE ONE OR LESS H15)			
H15B	WHELEN ION SUPER LED FLASHERS - 12 LIGHT HEADS		1	\$4,600
	2 ON EACH SIDE FRONT @ 90 DEGREES, 2 ON EACH SIDE MIDDLE @ 45 DEGREES, 2 ON EACH SIDE REAR (1 @ 45 DEGREES)		1	\$0
STORAGE OPTIONS				
STD	25' FIRE HOSE BASKET		STANDARD	STANDARD
STD	PAINTED STEEL, 30" WIDE X 24" TALL X 24" DEEP, MOUNTED ON THE CURBSIDE		STANDARD	STANDARD
STD	TWO (2) GALVANIZED STEEL TUBE TRAYS	lid on curb side with light	STANDARD	STANDARD
	STANDARD TOOLBOX (CHOOSE ONE OR LESS)			
I6E-DS	ALUMINUM, 36" WIDE X 24" TALL X 24" DEEP, MOUNTED ON THE DRIVER'S SIDE		1	\$428
	48" TOOLBOX (CHOOSE ONE OR LESS)			
I9B	48" TOOL BOX - ALUMINUM, 48" WIDE X 24" TALL X 24" DEEP, MOUNTED ON THE CURBSIDE		1	\$1,571
	50" TUNNEL TOOLBOX (CHOOSE ONE OR LESS)			
I25B	TUNNEL TOOLBOX - ALUMINUM, 30" HIGH X 24" WIDE X 50" DEEP	Make long as possible	1	\$2,173
	TUBE RACKS			
I18	TUBE RACK - SIX TUBE RACK - FOLDING	Side fold down	2	\$1,754
	OTHER OPTIONS			
I14	TRAFFIC CONE HOLDER ON DRIVER'S SIDE		1	\$194
I14C	TRAFFIC CONE HOLDER ON CURBSIDE	Hose reel	1	\$194
I20A	REAR DRAIN HOSE RACK FOR 6" LAYFLAT HOSE X 15' LONG		1	\$194
	TWO BUMPER TOOLBOXES (CHOOSE ONE OR LESS)			
I26B	TWO BUMPER TOOL BOXES - ALUMINUM, 16" HIGH X 12" WIDE X 18" DEEP WITH FOLD DOWN DOOR	Must also select option J0	1	\$2,091
CHASSIS OPTIONS				

STD	DOT LIGHTING / FENDERS / MUD FLAPS / TAILGATE SAFETY PROP, ICC LIGHTS		STANDARD	STANDARD
STD	REMOTE ACTUATED BODY SAFETY PROP		STANDARD	STANDARD
STD	70 GALLONS AW-46 HYDRAULIC OIL, LEVEL/TEMPERATURE GAUGE, SHUTOFF ON SUCTION		STANDARD	STANDARD
STD	REAR BUMPER, TRIANGLE KIT, FIRE EXTINGUISHER, BACKUP ALARM		STANDARD	STANDARD
STD	ALLISON 10-BOLT PTO UPGRADE		STANDARD	STANDARD
J0	FRONT BUMPER - MAY NOT BE REQUIRED IN ALL STATES		1	\$612
J2	TRANSFER CASE OIL LEVEL SIGHT GLASS / FILL, MOUNTED ON DRIVER'S SIDE FRAME RAIL (PN: GAU006456)		1	\$500
J86*	Heated Mirrors ILO Std.		1	\$822
J87*	Power Windows		1	\$1,027
J88*	Power Door Locks		1	\$194
J89*	Power Mirrors ILO Std.		1	\$169
PAINT OPTIONS				
STD	PAINTED WITH PPG URETHANE PAINT		STANDARD	STANDARD
STD	PAINT BODY WHITE		STANDARD	STANDARD
STD	PAINT FRAME AND PARTS BLACK		STANDARD	STANDARD
STD	PAINT HOSE REEL AND BOOM BLACK		STANDARD	STANDARD
	FINISH PACKAGE (CHOOSE ONE OR LESS)			
STD	FLEET FINISH		STANDARD	STANDARD
	COMPONENT UPGRADES (CHOOSE ANY)			
K10	PAINT BODY ANY COLOR OTHER THAN WHITE	PAINT CODE # REQUIRED	1	\$632
K14	PAINT BOOM, CONTROL BOX AND HOSE REEL ANY COLOR OTHER THAN BLACK	PAINT CODE # REQUIRED	1	\$632
MISCELLANEOUS OPTIONS				
STD	25 FEET OF VACUUM TUBING (5) AND CLAMPS		STANDARD	STANDARD
STD	TIGER TAIL HOSE GUIDE		STANDARD	STANDARD
STD	TWO BLUE STAR SEWER CLEANING NOZZLES		STANDARD	STANDARD
	VACUUM TUBING			
M0	CONVERT VACUUM TUBING TO FLAT FLANGE		1	\$367
	HOSES (CHOOSE ANY)			
M3	FILL HOSE 25' X 2 1/2"		1	\$235
M5C	LEADER HOSE 25' X 1"		1	\$235
	JETTER HOSE (CHOOSE ONE OR LESS)			
M9G	1" PIRANHA SEWER HOSE - 2,500 PSI X 800 FT PLASTIC (ORANGE) (PN: HOS022332)		1	\$3,193
	ACCESSORIES (CHOOSE ANY)			
M27	TIGER TAIL (TOTAL OF TWO)		1	\$51
	BACKUP CAMERA (CHOOSE ONE OR LESS)			
M29	ONE CAMERA - BACK-UP CAMERA SYSTEM WITH 7" COLOR MONITOR, TV-505A		1	\$2,040
	OTHER OPTIONS			
N18	Spinner	Root Dawg	1	\$940
DUMP	Dump Gun	Non-STs	1	\$1,500

Chassis and Base Unit	\$240,832
Options	\$103,811
Total	\$344,643
Less Trade In (if applicable)	-\$55,000
Net Price After Discounts and Trade In	<u>\$289,643</u>

ORDINANCE NO. 21-28

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT AND A
MEMORANDUM OF UNDERSTANDING WITH THE AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL EMPLOYEES, OHIO COUNCIL 8, LOCAL 3410
(AFSCME), AND DECLARING AN EMERGENCY

WHEREAS: The Administration has conducted extensive negotiations with the American Federation of State, County and Municipal Employees, Ohio Council 8, Local 3410 as the bargaining representative for certain members of the Wastewater and Service Departments; and

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

WHEREAS: Council has reviewed such proposal and does desire to ratify and adopt such Agreement and Memorandum of Understanding.

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 and a Memorandum of Understanding with the American Federation of State, County and Municipal Employees, Ohio Council 8, Local 3410 (AFSCME) 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:

AN AGREEMENT

between

THE CITY OF NORTH ROYALTON, OHIO

and

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES,
OHIO COUNCIL 8,
AND
LOCAL 3410**

**EFFECTIVE: January 1, 2021
EXPIRES: December 31, 2021**

TABLE OF CONTENTS

ARTICLE I	PREAMBLE	1
ARTICLE II	PURPOSE AND INTENT	1
ARTICLE III	RECOGNITION	1
ARTICLE IV	NEW AND CHANGED JOBS	1
ARTICLE V	DUES DEDUCTIONS	2
ARTICLE VI	FAIR SHARE FEE	2
ARTICLE VII	MANAGEMENT RIGHTS	3
ARTICLE VIII	NO-STRIKE	3
ARTICLE IX	NON-DISCRIMINATION	3
ARTICLE X	LABOR-MANAGEMENT COMMITTEE	4
ARTICLE XI	PART-TIME EMPLOYEES	4
ARTICLE XII	PROBATIONARY PERIOD	5
ARTICLE XIII	BULLETIN BOARDS	5
ARTICLE XIV	UNION REPRESENTATION	5
ARTICLE XV	SENIORITY	6
ARTICLE XVI	LAY-OFF AND RECALL	7
ARTICLE XVII	VACANCIES AND JOB POSTINGS	8
ARTICLE XVIII	TEMPORARY TRANSFERS	10
ARTICLE XIX	DISCIPLINE	10
ARTICLE XX	DISCIPLINARY PROCEDURE	11
ARTICLE XXI	SICK LEAVE	12
ARTICLE XXII	INJURY LEAVE	13
ARTICLE XXIII	FAMILY & MEDICAL LEAVE	14
ARTICLE XXIV	UNPAID LEAVES OF ABSENCE	15
ARTICLE XXV	APPLICATION FOR LEAVE OF ABSENCE	15
ARTICLE XXVI	MILITARY LEAVE	16
ARTICLE XXVII	JURY AND WITNESS DUTY	16
ARTICLE XXVIII	UNION CONVENTIONS & CONFERENCES	16
ARTICLE XXIX	HOLIDAYS	16
ARTICLE XXX	VACATIONS	17
ARTICLE XXXI	HOURS OF WORK	18
ARTICLE XXXII	OVERTIME PAY	19

TABLE OF CONTENTS CONTINUED

ARTICLE XXXIII	OVERTIME ASSIGNMENT AND EQUALIZATION.....	19
ARTICLE XXXIV	CALL-IN PAY	21
ARTICLE XXXV	WAGES	21
ARTICLE XXXVI	PENSION “PICK-UP”	22
ARTICLE XXXVII	LONGEVITY	22
ARTICLE XXXVIII	INSURANCE	23
ARTICLE XXXIX	CLOTHING ALLOWANCE.....	24
ARTICLE XL	TOOLS AND EQUIPMENT	24
ARTICLE XLI	PRINTING.....	25
ARTICLE XLII	TRAVEL ALLOWANCE	25
ARTICLE XLIII	SCHOOL COST REIMBURSEMENT	25
ARTICLE XLIV	PERSONAL LOSSES	25
ARTICLE XLV	COMMERCIAL LICENSE.....	25
ARTICLE XLVI	DRUG TESTING	25
ARTICLE XLVII	EMPLOYEE ASSISTANCE PROGRAM	26
ARTICLE XLVIII	GENDER AND PLURAL	26
ARTICLE XLIX	HEADINGS	27
ARTICLE L	OBLIGATION TO NEGOTIATE.....	27
ARTICLE LI	CONFORMITY TO LAW.....	27
ARTICLE LII	TOTAL AGREEMENT.....	27
ARTICLE LIII	DURATION	28
ARTICLE LIV	GRIEVANCE PROCEDURE.....	28
ARTICLE LV	ARBITRATION PROCEDURE.....	30
ARTICLE LVI	EXECUTION	31
	APPENDIX A - JOB CLASSIFICATIONS	
	APPENDIX B - WAGE SCHEDULE	

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 Ohio Council 8, AFSCME, and Local 3410, 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 Ohio Council 8, AFSCME, AFL-CIO, 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 Employees who are members of the union may revoke their union membership at any time by sending written notice to the Union of their desire to drop their membership. Revocation of union membership does not revoke union dues authorization, which may only be revoked as set forth below.

Any voluntary dues checkoff authorization shall be irrevocable, regardless of whether an employee has revoked union membership, for a period of one year from the date of execution of the dues checkoff authorization and for year to year thereafter, unless the employee gives the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty-five (25) days before the end of any yearly period. Copies of employee's dues checkoff authorization cards are available from the Union upon request.

6.02 The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provision of this Article regarding the deduction of Union dues, fees or assessments. The Union shall indemnify and save the City harmless against any liability, claims, actions, suits or proceedings that may arise out of, or by reason of, any actions taken by the City for the purpose of complying with the provisions of this Article by a court of competent jurisdiction. In the event the City is held responsible for the repayment of monies paid to the Union pursuant to this Article, the Union shall reimburse the same to the City or the designated employees involved as determined by said court.

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 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.

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

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

ARTICLE IX

NON-DISCRIMINATION

9.01 The Employer and the Union agree not to discriminate against any employee on the basis of race, color, creed, national origin, sex, age, handicap, Union membership or activity.

9.02 The Employer recognizes the right of all employees and all applicants for employment to be free to join the Union and to participate in lawful concerted Union activities, or to refrain from such. Therefore, the Employer agrees that there shall be no discrimination, interference, restraint, coercion or reprisal by the Employer against any employee or any applicant for employment because of Union membership or because of any lawful activity in an official capacity on behalf of the Union.

ARTICLE X

LABOR-MANAGEMENT COMMITTEE

10.01 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, at mutually agreed upon times 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 safety in all areas; and
- d) Will establish a line of communication between the parties for the benefit of all.

10.02 Prior to convening a Labor-Management meeting, the Union President and the Department Head shall establish the meeting's agenda.

10.03 The City shall make reasonable attempts to provide safety equipment and maintain proper safeguards and safe working conditions for all employees.

ARTICLE XI

PART-TIME EMPLOYEES

11.01 Regular permanent part-time employees shall only be entitled to jury or witness duty pay and accrued sick leave, on a pro-rata basis and limited vacation as set forth below but shall not be entitled to any other fringe benefits under this Agreement.

11.02 Effective July 1, 2018 regular part-time employees that average a minimum of twenty- two (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 years of employment	72 hours

The above stated vacation hours shall be prorated for 2018 (one-half of the above stated vacation hours)

Earned vacation shall be awarded on the employee's anniversary date but will be available for use in the calendar year on January. 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 part-time 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.

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) Service Center;
- b) Waste Water Treatment Plant;
- c) City Hall;
- d) Building/Engineering 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 one (1) Steward and one (1) Alternate Steward from each of the following locations: Waste Water Treatment Plant, City Hall, City Service Building and the Service Department. The Steward shall represent employees on all shifts. The Alternate Steward shall be recognized

when the regular Steward is absent or otherwise not available.

14.03 The Union President and Stewards, or Alternate, 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 Ohio Council 8 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.

17.03 If more than one (1) employee applies for a vacancy, the vacancy shall be awarded to the employee with the highest passing score on the qualifying exam as follows:

(A) Up to 25 points for seniority: The most senior applicant shall receive 25 points. Any applicant whose seniority date is three months or less later than the most senior applicant also shall receive 25 points. Other applicants shall receive one point less than 25 for each year they are less senior than the most senior applicant and 0.5 point less for any period of more than 3 months but less than one year.

(B) Up to 40 points for skills test: The test shall consist of an actual demonstration by the applicant and possibly a written exam by either in-house or outside testers. The 40 points may include up to 5 points for an employee demonstrating special skills or education.

(C) Up to 35 points for work record:

- a) Up to 10 points for work attitude as determined by current supervisor.
- b) Up to 10 points based on disciplinary record.
- c) Up to 10 points based on attendance record.
- d) Up to 5 points based on record of lack of preventable injuries or preventable accidents.

To pass, an employee must receive a score of at least 75 points. If no employee applicant passes, the City may hire a qualified applicant from outside the bargaining unit. To be qualified, an outside applicant must meet the qualifications listed in the job description and pass the skills test taken by the employee applicants.

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.

17.09 Operator in Training (OIT) will be promoted to Certified Operator upon attaining certification.

OIT must attain certification within 30 month of hire or promotion. Failure to attain certification may result in discharge or demotion as determined by Employer.

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 twenty-four (24) months ~~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 twenty-four (24) months ~~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 full-time 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 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.

21.12

21.13 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, grandparents, grandparents-in-law, and parents-in-law or person in loco parentis.

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

21.15 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 the AFSCME Local 3410 (general unit) employee is entitled to a combined six (6) months, if the leave is taken:

- (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, 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, at his normal rate of pay .

ARTICLE XXVII

JURY AND WITNESS DUTY

27.01 Any full or permanent regular 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.

“Regular pay for work absences necessarily caused by the jury duty or witness duty” shall be defined as any posted or regularly scheduled work which is missed due to jury or witness duty. In the case of regular permanent part-time employees, any jury or witness duty pay that is included in the voucher, which corresponds to a non- scheduled work day, shall be refunded to the Employee.

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
Day after Thanksgiving Day
Christmas Day
Personal Days (8)

Administrative staff only, shall be entitled to Christmas Eve (1/2 day) *

*Administrative staff for this holiday shall be defined as: building department inspectors,

administrative secretary, regularly scheduled part-time clericals, clericals and bookkeepers.

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 All days under this Article (excluding 4 personal days) 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). Employees may carry over and accumulate up to four (4) personal days to the following year.

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 ensure 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 two (2) weeks' vacation in segments of two hours or more, with prior management approval, which will not be unreasonably denied. Any vacation time of more than two (2) weeks to be used in segments of two hours or more 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).

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.

Administrative Secretary IV (Engineering) work week shall be forty hours and overtime shall be payable only for those hours worked in excess of 40 hours per week, the work schedule to be determined by the Employer.

31.02 The employees and management agree there shall be no lunch period during the term of this Agreement, unless an unpaid lunch period is unilaterally imposed by the Employer, for various departments or positions, including but not limited to administrative secretary, clerical, inspectors, or other employees; however, employees may combine their (2) – 15 min breaks with the approval of the direct supervisor and full crew. The employees may raise the reinstatement of the unpaid lunch break at a Labor-Management Committee in accordance with Article X of this Agreement.

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, near ~~10:00 a.m. or 2:00 p.m.~~ the mid-point of the morning and afternoon work hours or as determined by work processes at or near the job site.

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.

31.05 The Employer may schedule Wastewater Department Personnel to work a forty (40) hour work week in four (4) ten (10) hour days with three (3) fifteen (15) minute breaks. Breaks shall be scheduled by the Employer as determined by work processes. Any Wastewater Department employee not scheduled to work on a holiday shall receive holiday pay as straight time or compensatory time, to be taken or paid at a later date.

The Wastewater Department shall utilize classification seniority for the purpose of personal/shift scheduling within the Operators group only. This provision shall have no effect on City seniority for any other administrative or other purposes.

31.06 For Service Department Personnel, starting the Monday after Thanksgiving and ending the first Monday after St Patrick's Day, employees in The Service Department may be subject to a winter schedule which may include three (3) shifts. The City shall staff the second and third shift as needed. The City may modify this winter schedule if notice is provided to the Union in writing and the length of this modified winter schedule is specified in the notice.

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, unpaid sick leave shall not be included as hours actually worked.

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.

33.02 (A) For those employees not assigned to the Service Department, the Employer shall maintain two

(2) overtime rosters; one (1) roster for those employees not wanting to be called for casual overtime and one (1) roster for those employees wanting to be called for overtime. The Employer shall attempt to fill its overtime needs from the voluntary overtime roster first. In the event an insufficient number of employees accept the overtime work or the employees accepting the overtime work are, at the Employer's discretion, unable to either efficiently or adequately perform the work, the Employer may assign the overtime work to those individuals it determines are necessary to adequately and efficiently perform the work, by seniority.

33.02 (B) All Service Department employees shall be subject to overtime call outs as follows: Employees who are carrying city cellular phones for standby duty by classification for that week shall be called and must report to the call out. If more employees are needed, the Employer shall call remaining employees beginning with the most senior in each classification. These employees may refuse, but if an insufficient number accept, the Employer may mandate the least senior employees to work. There shall be no equalization of overtime hours for Service Department Employees.

For the purpose of this provision, the following classifications shall be required to carry city cellular phones for standby duty for a one week period during the winter shift and other times of year. The Employer shall first seek volunteers from each classification, and Mechanics may volunteer to fill the quota assigned to Laborers I or II. If an insufficient number of employees volunteer, city cellular phones shall be rotated among all Service Department employees beginning with the least senior employee rotating up to the most senior employee. After the most senior employee carries a required city cellular phone for standby duty, the rotation shall begin again with the least senior employee.

Winter Shift:

Laborer III (and Motor Equipment Operator)

First shift	-	1 employee
Second shift	-	1 employee
Third shift	-	1 employee

Laborer II

First shift	-	3 employees
Second shift	-	3 employees
Third shift	-	1 employee

Laborer I

Fill in as required by the Employer

Any employee required to carry a city cellular phone for standby duty shall be obligated to perform overtime work over his normal regularly scheduled shift.

First, Second and Third shift Service Employees shall receive standby pay for their respective assigned shift on Saturday and Sunday only, during Winter Shift.

Standby pay shall be defined as one-half (1/2) hour of straight time pay per day of standby duty, calculated at the employee's regular hourly rate.

Other times during the year:

Any employee required to carry a city cellular phone for standby duty shall be obligated to perform overtime work over his normal regularly scheduled shift.

Other times during the year: (6 employees as follows):

Laborer III (MEO)	-	1 employee
Laborer II	-	3 employees
Laborer I	-	2 employees

Service Employees assigned to weekly standby assignment, as noted above, shall receive standby pay, as defined above, per day.

Employees required to carry city cellular phone for standby duty for a week may trade such city cellular phone for standby duty assignment (or any portion) with another employee in the same classification (or higher, with Mechanics being able to fill Laborer 1 or Laborer II) with prior employee notification (at least 8 hours where practicable) and prior approval of the supervisor. Approval shall not be unreasonably denied.

33.03 An annual record of the overtime hours worked, by such employees other than those required to carry city cellular phones for standby duty shall be kept on a list and displayed within the employee reporting area. Overtime hours shall be recorded on this list as soon as practical after the employee(s) works the hours. An employee who is offered overtime work and for any reason refuses or fails to work the overtime, shall be credited with the overtime hours as if he had worked the hours. Employee(s) who are unavailable to be contacted by phone shall be treated similarly. For purposes of this article only, an employee who has reported sick, taken a personal day off or failed to report for work on a day when overtime hours are offered shall be credited with the offered overtime hours as if he had actually worked the overtime hours.

33.04 Any Service Department employee who is assigned a city cellular phones for standby duty or has been approved for a trade of a city cellular phones for standby duty assignment and who fails to respond to a call out shall be subject to disciplinary action for insubordination. For purposes of this provision only, "insubordination" charges shall result in an assessment of four (4) points under the disciplinary policy to those employees who volunteered for the city cellular phones for standby duty and failed to respond; "insubordination" charges shall result in an assessment of six (6) points under the disciplinary policy to those employees who were required to carry a city cellular phones for standby duty and failed to respond to a call.

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

All full-time employees in active pay status as of January 21, 2021 shall receive a lump sum amount of \$1,000 as a bonus and shall not be computed in any overtime compensation calculation. The lump sum bonus shall be paid by February 26, 2021 to all eligible employees. All active part-time employee who worked 24 or more hours per week in 2020 shall receive a \$500 lump sum bonus. Active part-time employees who worked between 15-23 hours per week in 2020 shall receive a \$250 lump sum bonus. Active part-time employees who worked less than 15 hours per week in 2020 shall receive a \$100 lump sum bonus. In determining hours per week for 2020, the employee total annual hours in paid status (working or on paid leave) shall be

divided by 52 to reach the average per week. Active part-time employees will be paid by February 26, 2021.

The 2020 wage rates will remain in effect until increased as stated herein.

Effective the first full pay period in July 2021, all employee will receive a salary increase of 1.25% over 2020 rate as more fully reflected in the Wage Schedule in Appendix B.

35.02

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

Effective January 1, 2013 all current classified Laborer 1 employees shall be promoted to Laborer 2.

35.04 Employees in the Service Department who work an entire shift when scheduled on a second or third shift during winter season shall be compensated a flat rate of four dollars (\$4.00) per shift in addition to hours worked at the applicable rate of pay.

35.05 Employees in the Wastewater Department who work a shift on Saturday or Sunday shall be compensated at a flat rate of five dollars (\$5.00) per shift in addition to hours worked at the applicable rate of pay.

35.06 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.

35.07 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".

LONGEVITY

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	18th Anniversary	\$1,800.00
11th Anniversary	\$1,100.00	19th Anniversary	\$1,900.00

ARTICLE XXXVIII

INSURANCE

\$800	\$500
-------	-------

23

directly to the City for so long as said person is employed.

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

38.04 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.

Waste water Treatment Plant	\$600
Building Department	\$600
Engineering Department	\$600
Service Department	\$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 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 XLII

TRAVEL ALLOWANCE

42.01 Any employee required to use their own vehicle in the performance of their job shall be reimbursed by the Employer at the current U.S. Internal Revenue Service reimbursement rate for each mile driven.

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 XLV

COMMERCIAL LICENSE

45.01 In the event an employee loses his Commercial Drivers License (CDL) or is not successful in passing the CDL exam, the Employer will place the employee into another available job he is capable of performing and the new job's pay schedule, at the level closest to his previously held rate of pay. Such placement shall supersede lateral transfers, the posting procedure and workweek or shift preference transfers.

45.02 If no job is available, the employee shall be laid off with no bumping rights until such time as a job is available or until such time as he obtains a CDL, whichever is sooner. Upon obtaining his license, the employee shall be returned to his previous job title.

45.03 Employees required to take the driving portion of the CDL exam may be permitted to use an Employer vehicle for the exam at the Employers discretion.

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 test 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, 2021 and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2021.

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
procedure.

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

- 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
Procedure.

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

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 30 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 _____, _____.

FOR AFSCME:
LOCAL 3410

FOR CITY:

President
AFSCME Local 3410

Larry Antokiewicz, Mayor
City of North Royalton

Vice President
AFSCME Local 3410

Finance Director

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

FOR OHIO COUNCIL 8:

Staff Representative
AFSCME Ohio Council 8

APPENDIX A: BARGAINING UNIT JOB CLASSIFICATIONS

Certified Inspector - Electrical
Certified Inspector - Plumbing
Certified Inspector - Building
General Inspector
Designer-Surveyor
Semi Skilled II
Unskilled I
TV Operator
Clerical I
Clerical II
Clerical/III
Bookkeeper
Administrative Secretary IV
Laborer I
Laborer II
Laborer III
Mechanic
Plant Mechanic
Certified Operator I
Certified Operator II
Certified Operator III
Lab Technician
Lab Technician-In-Training
Custodian
Shift Supervisor
Motor Equipment Operator I
Motor Equipment Operator II
Motor Equipment Operator III
Operator-In-Training
Sewer Inspector
Expeditor
Engineering Technician
Building Maintenance Technician I
Building Maintenance Technician II
Building Maintenance Technician III

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is between the City of North Royalton, hereinafter referred to as the “City” and AFSCME Ohio Council 8 and Local 3410, hereinafter collectively referred to as the “Union.”

Employees in the bargaining unit were previously eligible for a potential of 80-hours of emergency paid sick leave under the Families First Coronavirus Relief Act (FFCRA). The FFCRA had an expiration (sunset) date of December 31, 2020. The federal government has not mandated continuation or extension of FFCRA Emergency Paid Sick Leave (EPSL). In the event the federal government passes legislation requiring or extending the EPSL or some similar benefit, employees may be eligible for additional EPSL. In the event employees are not eligible for EPSL but other Union units obtain some form of EPSL benefit, the parties agree they shall enter into discussions for the purpose of adopting the same benefit in a Memorandum of Understanding (MOU) so that this bargaining unit receives the same EPSL benefits as the other FOP, Lodge #15 bargaining units.

The parties enter into this Tentative Agreement this _____ day of January 2021.

FOR THE FRATERNAL ORDER
POLICE, LODGE #15

FOR THE CITY OF NORTH ROYALTON:

Union Representative

Mayor

Appendix B: Wage Schedule

RATES OF PAY								
Classification (Job Title)	1/1/2021 - 7/03/2021				7/4/2021 - 12/31/2021			
	Step 1	Step 2	Step 3	Step 4	Step 1	Step 2	Step 3	Step 4
		1st Year	2nd Year	3rd Year		1st Year	2nd Year	3rd Year
Certified Inspector	\$ 32.56	\$ 33.56	\$ 35.38	\$ 37.34	\$ 32.97	\$ 33.97	\$ 35.82	\$ 37.81
General Inspector	\$ 25.74	\$ 26.74	\$ 28.64	\$ 31.40	\$ 26.08	\$ 27.08	\$ 28.99	\$ 31.80
Inspector	\$ 23.10	\$ 24.10	\$ 26.70	\$ 29.16	\$ 23.40	\$ 24.40	\$ 27.03	\$ 29.53
Engineering Technician	\$ 24.14	\$ 25.14	\$ 26.43	\$ 27.75	\$ 24.46	\$ 25.46	\$ 26.76	\$ 28.10
Administrative Secretary IV	\$ 21.44	\$ 22.44	\$ 23.33	\$ 24.21	\$ 21.72	\$ 22.72	\$ 23.62	\$ 24.51
Semi-Skilled II	\$ 25.49	\$ 26.49	\$ 27.21	\$ 27.83	\$ 25.82	\$ 26.82	\$ 27.55	\$ 28.18
Unskilled I	\$ 23.35	\$ 24.35	\$ 24.94	\$ 25.45	\$ 23.65	\$ 24.65	\$ 25.25	\$ 25.77
TV Operator	\$ 27.23	\$ 28.23	\$ 28.94	\$ 29.69	\$ 27.59	\$ 28.59	\$ 29.30	\$ 30.06
Clerical I	\$ 14.72	\$ 15.72	\$ 16.56	\$ 17.39	\$ 14.92	\$ 15.92	\$ 16.77	\$ 17.61
Clerical II	\$ 16.80	\$ 17.80	\$ 18.64	\$ 19.38	\$ 17.03	\$ 18.03	\$ 18.88	\$ 19.62
Clerical III	\$ 18.67	\$ 19.67	\$ 20.39	\$ 21.25	\$ 18.92	\$ 19.92	\$ 20.65	\$ 21.52
Bookkeeper	\$ 21.73	\$ 22.73	\$ 23.58	\$ 24.39	\$ 22.02	\$ 23.02	\$ 23.88	\$ 24.70
Admin Secretary IV/Jail Custodian	\$ 21.44	\$ 22.44	\$ 23.33	\$ 24.21	\$ 21.72	\$ 22.72	\$ 23.62	\$ 24.51
Building Maintenance Technician I	\$ 22.31	\$ 23.31	\$ 23.81	\$ 24.29	\$ 22.61	\$ 23.61	\$ 24.11	\$ 24.59
Building Maintenance Technician II	\$ 23.95	\$ 24.95	\$ 25.47	\$ 26.01	\$ 24.26	\$ 25.26	\$ 25.78	\$ 26.34
Building Maintenance Technician III	\$ 25.75	\$ 26.75	\$ 27.44	\$ 28.20	\$ 26.09	\$ 27.09	\$ 27.78	\$ 28.55
Laborer I	\$ 23.95	\$ 24.95	\$ 25.47	\$ 26.01	\$ 24.26	\$ 25.26	\$ 25.78	\$ 26.34
Laborer II	\$ 25.75	\$ 26.75	\$ 27.44	\$ 28.20	\$ 26.09	\$ 27.09	\$ 27.78	\$ 28.55
Laborer III	\$ 27.94	\$ 28.94	\$ 29.68	\$ 30.37	\$ 28.30	\$ 29.30	\$ 30.05	\$ 30.75
Mechanic	\$ 28.00	\$ 29.00	\$ 29.69	\$ 30.41	\$ 28.36	\$ 29.36	\$ 30.06	\$ 30.79
Certified Operator I	\$ 28.89	\$ 29.89	\$ 30.61	\$ 31.35	\$ 29.27	\$ 30.27	\$ 30.99	\$ 31.74
Certified Operator II	\$ 31.09	\$ 32.09	\$ 32.82	\$ 33.57	\$ 31.49	\$ 32.49	\$ 33.23	\$ 33.99
Certified Operator III	\$ 33.24	\$ 34.24	\$ 34.98	\$ 35.75	\$ 33.67	\$ 34.67	\$ 35.42	\$ 36.20
Operator-in-Training	\$ 23.35	\$ 24.35	\$ 25.03	\$ 25.76	\$ 23.65	\$ 24.65	\$ 25.34	\$ 26.08
Inspector (Part-time)	\$ 22.24	\$ -	\$ -	\$ 23.25	\$ 22.52	\$ -	\$ -	\$ 23.54
Certified Inspector (Part-time)	\$ 30.50	\$ -	\$ -	\$ 31.42	\$ 30.88	\$ -	\$ -	\$ 31.81
Lab Technician	\$ 28.69	\$ 29.69	\$ 30.32	\$ 31.03	\$ 29.06	\$ 30.06	\$ 30.70	\$ 31.42
Lab Technician-in-Training	\$ 23.35	\$ 24.35	\$ 25.03	\$ 25.72	\$ 23.65	\$ 24.65	\$ 25.34	\$ 26.05
Custodian	\$ 23.95	\$ 24.95	\$ 25.47	\$ 26.01	\$ 24.26	\$ 25.26	\$ 25.78	\$ 26.34
Shift Supervisor	\$ 31.45	\$ 32.45	\$ 34.52	\$ 35.85	\$ 31.85	\$ 32.85	\$ 34.95	\$ 36.30
Motor Equipment Operator I	\$ 24.88	\$ 25.88	\$ 26.49	\$ 27.11	\$ 25.20	\$ 26.20	\$ 26.82	\$ 27.45
Motor Equipment Operator II	\$ 26.83	\$ 27.83	\$ 28.59	\$ 29.28	\$ 27.18	\$ 28.18	\$ 28.95	\$ 29.64
Motor Equipment Operator III	\$ 29.32	\$ 30.32	\$ 30.97	\$ 31.87	\$ 29.70	\$ 30.70	\$ 31.35	\$ 32.27
Sewer Inspector	\$ 28.22	\$ -	\$ -	\$ 29.16	\$ 28.57	\$ -	\$ -	\$ 29.53

ORDINANCE NO. 21-29

ORDINANCE NO. 21-29

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT AND A MEMORANDUM OF UNDERSTANDING 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: The Administration has conducted extensive negotiations with the Fraternal Order of Police, Lodge #15 as the bargaining representative for certain members of the Police Department (Police Department Records Room Clerical Staff, Maintenance Staff, and Animal Control Officers); and

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

WHEREAS: Council has reviewed such proposal and does desire to ratify and adopt such Agreement and Memorandum of Understanding.

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 and a Memorandum of Understanding 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, 2021
EXPIRES: December 31, 2021

TABLE OF CONTENTS

ARTICLE I	PREAMBLE	1
ARTICLE II	PURPOSE AND INTENT	1
ARTICLE III	RECOGNITION	1
ARTICLE IV	NEW AND CHANGED JOBS	1
ARTICLE V	DUES DEDUCTIONS	2
ARTICLE VI	FAIR SHARE FEE	2
ARTICLE VII	MANAGEMENT RIGHTS	3
ARTICLE VIII	NO-STRIKE	3
ARTICLE IX	NON-DISCRIMINATION	4
ARTICLE X	LABOR-MANAGEMENT COMMITTEE	4
ARTICLE XI	PART-TIME EMPLOYEES	5
ARTICLE XII	PROBATIONARY PERIOD	5
ARTICLE XIII	BULLETIN BOARDS	6
ARTICLE XIV	UNION REPRESENTATION	6
ARTICLE XV	SENIORITY	7
ARTICLE XVI	LAY-OFF AND RECALL	8
ARTICLE XVII	VACANCIES AND JOB POSTINGS	10
ARTICLE XVIII	TEMPORARY TRANSFERS	10
ARTICLE XIX	DISCIPLINE	11
ARTICLE XX	DISCIPLINARY PROCEDURE	11
ARTICLE XXI	SICK LEAVE	13
ARTICLE XXII	INJURY LEAVE	14
ARTICLE XXIII	FAMILY & MEDICAL LEAVE	15
ARTICLE XXIV	UNPAID LEAVES OF ABSENCE	16
ARTICLE XXV	APPLICATION FOR LEAVE OF ABSENCE	17
ARTICLE XXVI	MILITARY LEAVE	17
ARTICLE XXVII	JURY AND WITNESS DUTY	17
ARTICLE XXVIII	UNION CONVENTIONS & CONFERENCES	18
ARTICLE XXIX	HOLIDAYS	18
ARTICLE XXX	VACATIONS	19
ARTICLE XXXI	HOURS OF WORK	20
ARTICLE XXXII	OVERTIME PAY	20

TABLE OF CONTENTS CONTINUED

ARTICLE XXXIII	OVERTIME ASSIGNMENT AND EQUALIZATION.....	21
ARTICLE XXXIV	CALL-IN PAY	21
ARTICLE XXXV	WAGES	21
ARTICLE XXXVI	PENSION “PICK-UP”	22
ARTICLE XXXVII	LONGEVITY	22
ARTICLE XXXVIII	INSURANCE	23
ARTICLE XXXIX	CLOTHING ALLOWANCE.....	24
ARTICLE XL	TOOLS AND EQUIPMENT	24
ARTICLE XLI	PRINTING.....	25
ARTICLE XLIII	SCHOOL COST REIMBURSEMENT	25
ARTICLE XLIV	PERSONAL LOSSES	25
ARTICLE XLVI	DRUG TESTING	25
ARTICLE XLVII	EMPLOYEE ASSISTANCE PROGRAM	26
ARTICLE XLVIII	GENDER AND PLURAL	26
ARTICLE XLIX	HEADINGS	26
ARTICLE L	OBLIGATION TO NEGOTIATE.....	27
ARTICLE LI	CONFORMITY TO LAW.....	27
ARTICLE LII	TOTAL AGREEMENT.....	27
ARTICLE LIII	DURATION	28
ARTICLE LIV	GRIEVANCE PROCEDURE.....	28
ARTICLE LV	ARBITRATION PROCEDURE.....	30
ARTICLE LVI	EXECUTION	31
	APPENDIX A - JOB CLASSIFICATIONS	
	APPENDIX B - WAGE SCHEDULE	

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

6.01 All bargaining unit employees who are not members of the Union may voluntarily consent to pay a fair share fee for Union representation. The fair share fee shall be certified to the Employer by the Union and shall be paid in the same manner as regular dues deductions.

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 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.

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

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

ARTICLE IX

NON-DISCRIMINATION

9.01 The Employer and the Union agree not to discriminate against any employee on the basis of race, color, creed, national origin, sex, age, handicap, Union membership or activity.

9.02 The Employer recognizes the right of all employees and all applicants for employment to be free to join the Union and to participate in lawful concerted Union activities, or to refrain from such. Therefore, the Employer agrees that there shall be no discrimination,

interference, restraint, coercion or reprisal by the Employer against any employee or any applicant for employment because of Union membership or because of any lawful activity in an official capacity on behalf of the Union.

ARTICLE X

LABOR-MANAGEMENT COMMITTEE

10.01 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, at mutually agreed upon times 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 safety in all areas; and
- d) Will establish a line of communication between the parties for the benefit of all.

10.02 Prior to convening a Labor-Management meeting, the Union President and the Department Head shall establish the meeting's agenda.

10.03 The City shall make reasonable attempts to provide safety equipment and maintain proper safeguards and safe working conditions for all employees.

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-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

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 All full-time employees in active pay status as of January 1, 2021 shall receive a lump sum amount of \$1,000 as a bonus and shall not be computed in any overtime compensation calculation. The lump sum bonus shall be paid by February 26, 2021 to all eligible employees. All active part-time employee who worked 24 or more hours per week in 2020 shall receive a \$500 lump sum bonus. Active part-time employees who worked between 15-23 hours per week in 2020 shall receive a \$250 lump sum bonus. Active part-time employees who worked less than 15 hours per week in 2020 shall receive a \$100 lump sum bonus. In determining hours per week for 2020, the employee total annual hours in paid status (working or on paid leave) shall be divided by 52 to reach the average per week. Active part-time employees will be paid by February 26, 2021.

35.02 The 2020 wage rates will remain in effect until increased as stated herein.

Effective the first full pay period in July 2021, all employee will receive a salary increase of 1.25% over 2020 rate as more fully reflected in the Wage Schedule in Appendix B.

35.02

Step 1	Entry to 1 year	\$1.00 less than first year rate in Section 35.01
Step 2	After 1 year	First year rate in Section 35.01
Step 3	After 2 years	Second year rate in Section
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	18th 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, and dental coverage as selected by the

Employer.

38.02 Effective January 1, 2021 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:

Family plan

Individual plan

\$800

\$500

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 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
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Police Department	\$755
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Maintenance staff	\$600
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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, 2021 and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2021.

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

Larry Antoskiewicz, 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 2021

Classification (Job Title)

RATES OF PAY

1/01/2021 - 7/03/2021			
Step 1	Step 2	Step 3	Step 4
	1st Year	2nd Year	3rd Year

7/04/2021 - 12/31/2021			
Step 1	Step 2	Step 3	Step 4
	1st Year	2nd Year	3rd Year

Animal Warden
Senior Animal Control Officer
Admin 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

\$ 20.28	\$ 21.28	\$ 22.29	\$ 23.36
\$ 22.95	\$ 23.95	\$ 25.00	\$ 25.89
\$ 21.44	\$ 22.44	\$ 23.33	\$ 24.21
\$ 14.72	\$ 15.72	\$ 16.55	\$ 17.39
\$ 16.81	\$ 17.81	\$ 18.65	\$ 19.38
\$ 18.68	\$ 19.68	\$ 20.40	\$ 21.26
\$ 21.44	\$ 22.44	\$ 23.33	\$ 24.21
\$ 18.68	\$ 19.68	\$ 20.40	\$ 21.26
\$ 22.32	\$ 23.32	\$ 23.82	\$ 24.30
\$ 23.96	\$ 24.96	\$ 25.47	\$ 26.02
\$ 25.75	\$ 26.75	\$ 27.43	\$ 28.20

\$ 20.53	\$ 21.55	\$ 22.57	\$ 23.65
\$ 23.24	\$ 24.25	\$ 25.31	\$ 26.21
\$ 21.71	\$ 22.72	\$ 23.62	\$ 24.51
\$ 14.90	\$ 15.92	\$ 16.76	\$ 17.61
\$ 17.02	\$ 18.03	\$ 18.88	\$ 19.62
\$ 18.91	\$ 19.93	\$ 20.66	\$ 21.53
\$ 21.71	\$ 22.72	\$ 23.62	\$ 24.51
\$ 18.91	\$ 19.93	\$ 20.66	\$ 21.53
\$ 22.60	\$ 23.61	\$ 24.12	\$ 24.60
\$ 24.26	\$ 25.27	\$ 25.79	\$ 26.35
\$ 26.07	\$ 27.08	\$ 27.77	\$ 28.55

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is between the City of North Royalton, hereinafter referred to as the “City” and Fraternal Order Police, Lodge #15, Police Department records room clerical staff, maintenance staff, and animal control officers unit (CMA), hereinafter collectively referred to as the “Union.”

Employees in the bargaining unit were previously eligible for a potential of 80-hours of emergency paid sick leave under the Families First Coronavirus Relief Act (FFCRA). The FFCRA had an expiration (sunset) date of December 31, 2020. The federal government has not mandated continuation or extension of FFCRA Emergency Paid Sick Leave (EPSL). In the event the federal government passes legislation requiring or extending the EPSL or some similar benefit, employees may be eligible for additional EPSL. In the event employees are not eligible for EPSL but other FOP Lodge #15 units obtain some form of EPSL benefit, the parties agree they shall enter into discussions for the purpose of adopting the same benefit in a Memorandum of Understanding (MOU) so that this bargaining unit receives the same EPSL benefits as the other FOP, Lodge #15 bargaining units.

The parties enter into this Tentative Agreement this _____ day of January 2021.

FOR THE FRATERNAL ORDER
POLICE, LODGE #15

FOR THE CITY OF NORTH ROYALTON:

Union Representative

Mayor

ORDINANCE NO. 21-30

INTRODUCED BY: Mayor Antoskiewicz

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

WHEREAS: The Administration has conducted extensive negotiations with the Fraternal Order of Police, Lodge #15 as the bargaining representative for certain members of the Police Department (Corrections); and

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

WHEREAS: Council has reviewed such proposal and does desire to ratify and adopt such Agreement and Memorandum of Understanding.

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 and a Memorandum of Understanding with the Fraternal Order of Police, Lodge #15 (Corrections) 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, 2021

EXPIRES: December 31, 2021

TABLE OF CONTENTS

ARTICLE I	PREAMBLE	1
ARTICLE II	PURPOSE AND INTENT	1
ARTICLE III	RECOGNITION	1
ARTICLE IV	DUES DEDUCTIONS	1
ARTICLE V	FAIR SHARE FEE	2
ARTICLE VI	MANAGEMENT RIGHTS	2
ARTICLE VII	NO-STRIKE	3
ARTICLE VIII	NON-DISCRIMINATION	3
ARTICLE IX	LABOR-MANAGEMENT COMMITTEE	4
ARTICLE X	PART-TIME EMPLOYEES	4
ARTICLE XI	PROBATIONARY PERIOD	5
ARTICLE XII	NEW AND CHANGED JOBS	5
ARTICLE XIII	PROMOTIONS AND LATERAL TRANSFERS	6
ARTICLE XIV	SENIORITY	6
ARTICLE XV	DUTY HOURS	7
ARTICLE XVI	OVERTIME PAY	8
ARTICLE XVII	SICK LEAVE	9
ARTICLE XVIII	TRAINING INCENTIVE	10
ARTICLE XIX	INJURY LEAVE	10
ARTICLE XX	FAMILY & MEDICAL LEAVE	11
ARTICLE XXI	JURY DUTY	12
ARTICLE XXII	MILITARY LEAVE	12
ARTICLE XXIII	UNION LEAVE	12
ARTICLE XXIV	FUNERAL LEAVE	12
ARTICLE XXV	UNPAID LEAVES OF ABSENCE	13
ARTICLE XXVI	APPLICATION FOR LEAVE OF ABSENCE	13
ARTICLE XXVII	HOLIDAYS	14
ARTICLE XXVIII	VACATIONS	15
ARTICLE XXIX	LAY-OFF AND RECALL	16
ARTICLE XXX	INSURANCE	17
ARTICLE XXXI	WAGES	18
ARTICLE XXXII	PENSION "PICKUP"	19
ARTICLE XXXIII	LONGEVITY	19

TABLE OF CONTENTS CONTINUED

ARTICLE XXXIV	UNIFORM ALLOWANCE.....	20
ARTICLE XXXV	EDUCATIONAL INCENTIVE AND SCHOOL COST.....	20
ARTICLE XXXVI	MISCELLANEOUS	21
ARTICLE XXXVII	DRUG TESTING	21
ARTICLE XXXVIII	EMPLOYEE ASSISTANCE PROGRAM	22
ARTICLE XXXIX	UNION REPRESENTATION.....	23
ARTICLE XL	DISCIPLINE.....	23
ARTICLE XLI	EMPLOYEE RIGHTS.....	24
ARTICLE XLII	GENDER AND PLURAL	25
ARTICLE XLIII	HEADINGS	25
ARTICLE XLIV	LEGISLATIVE APPROVAL.....	25
ARTICLE XLV	OBLIGATION TO NEGOTIATE.....	25
ARTICLE XLVI	TOTAL AGREEMENT.....	25
ARTICLE XLVII	CONFORMITY TO LAW.....	26
ARTICLE XLVIII	DISCIPLINARY PROCEDURE.....	26
ARTICLE XLIX	GRIEVANCE PROCEDURE.....	27
ARTICLE L	ARBITRATION PROCEDURE.....	29
ARTICLE LI	DURATION	30
ARTICLE LII	EXECUTION	30

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 of the Union may voluntarily consent to pay a fair share fee for Union representation. The fair share fee shall be certified to the Employer by the Union and shall be paid in the same manner as regular dues deductions.

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, 2021 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:

Family plan

Individual plan

\$800

\$500

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 All full-time employees in active pay status as of January 1, 2021 shall receive a lump sum amount of \$1,000 as a bonus and shall not be computed in any overtime compensation calculation. The lump sum bonus shall be paid by February 26, 2021 to all eligible employees. All active part-time employee who worked 24 or more hours per week in 2020 shall receive a \$500 lump sum bonus. Active part-time employees who worked between 15-23 hours per week in 2020 shall receive a \$250 lump sum bonus. Active part-time employees who worked less than 15 hours per week in 2020 shall receive a \$100 lump sum bonus. In determining hours per week for 2020, the employee total annual hours in paid status (working or on paid leave) shall be divided by 52 to reach the average per week. Active part-time employees will be paid by February 26, 2021.

The 2020 wage rates will remain in effect until increased as stated herein.

January 1, 2021

Job title	Step 1	Step 2	Step 3
Corrections officer	17.93	20.86	22.54

Job title	Step 1	Step 2	Step 3
Lead Corrections	31.72	34.06	36.39

31.02

Effective first full pay period in July 2021, all employees will receive a salary increase of 1.25% over 2020 rate as more fully reflected in the schedule below:

Job title	Step 1	Step 2	Step 3
Corrections officer	18.15	21.12	22.82

Job title	Step 1	Step 2	Step 3
Lead Corrections Officer	32.12	34.49	36.84

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, 2021 and shall continue in full force and effect along with any amendments made and annexed hereto, until midnight December 31, 2021.

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:

President

FOR THE EMPLOYER:

Larry Antoskiewicz, Mayor
City of North Royalton

Eric Dean, Finance Director
City of North Royalton

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is between the City of North Royalton, hereinafter referred to as the “City” and Fraternal Order Police, Lodge #15, Corrections unit, hereinafter collectively referred to as the “Union.”

The parties previously entered into a Memorandum of Understanding (MOU) regarding a potential of 80-hours of emergency paid sick leave under the Families First Coronavirus Relief Act (FFCRA). The MOU had an expiration (sunset) date of December 31, 2020, the same as the federal Act. The federal government has not mandated continuation or extension of FFCRA Emergency Paid Sick Leave (EPSL). In the event the federal government passes legislation requiring or extending the EPSL or some similar benefit, the parties agree they shall enter into discussions for the purpose of adopting a similar benefit in a revised Memorandum of Understanding.

The Parties enter into this Memorandum of Understanding this _____ day of January 2021.

FOR THE FRATERNAL ORDER
POLICE, LODGE #15

FOR THE CITY OF NORTH ROYALTON:

Union Representative

Mayor

ORDINANCE NO. 21-31

ORDINANCE NO. 21-31

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT AND A
MEMORANDUM OF UNDERSTANDING WITH THE FRATERNAL ORDER OF POLICE
LODGE #15 (PATROL OFFICERS), AND DECLARING AN EMERGENCY

WHEREAS: The Administration has conducted extensive negotiations with the Fraternal Order of Police, Lodge #15 as the bargaining representative for certain members of the Police Department (Patrol Officers); and

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

WHEREAS: Council has reviewed such proposal and does desire to ratify and adopt such Agreement and Memorandum of Understanding.

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 and a Memorandum of Understanding with the Fraternal Order of Police, Lodge #15 (Patrol 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:

AN AGREEMENT

between

**THE CITY OF NORTH ROYALTON,
OHIO**

And

**THE FRATERNAL ORDER OF POLICE
LODGE NO. 15**

(PATROLMEN)

Effective: January 1, 2021
Expires: December 31, 2021

TABLE OF CONTENTS

ARTICLE I	PREAMBLE	1
ARTICLE II	PURPOSE AND INTENT.....	1
ARTICLE III	RECOGNITION	1
ARTICLE IV	DUES DEDUCTIONS	1
ARTICLE V	MANAGEMENT RIGHTS	2
ARTICLE VI	NO-STRIKE	2
ARTICLE VII	NON-DISCRIMINATION	3
ARTICLE VIII	PROBATIONARY PERIOD.....	3
ARTICLE IX	ASSOCIATION REPRESENTATION	4
ARTICLE X	LABOR-MANAGEMENT COMMITTEE.....	4
ARTICLE XI	DUTY HOURS.....	4
ARTICLE XII	OVERTIME.....	5
ARTICLE XIII	SICK LEAVE	6
ARTICLE XIV	INJURY LEAVE	8
ARTICLE XV	JURY DUTY	9
ARTICLE XVI	HOLIDAYS	9
ARTICLE XVII	VACATIONS	10
ARTICLE XVIII	FUNERAL LEAVE.....	11
ARTICLE XIX	SALARY SCHEDULE.....	11
ARTICLE XX	LONGEVITY	12
ARTICLE XXI	SUPERVISION	13
ARTICLE XXII	EDUCATIONAL PAYS.....	13
ARTICLE XXIII	UNIFORM ALLOWANCE.....	14
ARTICLE XXIV	INSURANCE	14
ARTICLE XXV	MISCELLANEOUS	16
ARTICLE XXVI	EMPLOYEE RIGHTS.....	17
ARTICLE XXVII	DRUG TESTING	18
ARTICLE XXVIII	EMPLOYEE ASSISTANCE PROGRAM	19
ARTICLE XXIX	PROMOTIONS	19
ARTICLE XXX	FAMILY MEDICAL LEAVE.....	20
ARTICLE XXXI	GENDER AND PLURAL	21
ARTICLE XXXII	HEADINGS	21
ARTICLE XXXIII	LEGISLATIVE APPROVAL.....	21

TABLE OF CONTENTS CONTINUED

ARTICLE XXXIV	OBLIGATION TO NEGOTIATE.....	21
ARTICLE XXXV	TOTAL AGREEMENT.....	21
ARTICLE XXXVI	CONFORMITY TO LAW.....	22
ARTICLE XXXVII	DURATION	22
ARTICLE XXXVIII	DISCIPLINARY PROCEDURE.....	22
ARTICLE XXXIX	GRIEVANCE PROCEDURE.....	25
ARTICLE XL	ARBITRATION PROCEDURE.....	27
ARTICLE XLI	EXECUTION	28
	NOTICE OF DISCIPLINARY ACTION.....	29
	NOTICE OF ACCEPTANCE OF DISCIPLINARY ACTION.....	30
	EMPLOYEE RIGHTS.....	31

ARTICLE I

PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of North Royalton, Ohio, hereinafter referred to as the "Employer", and the Fraternal Order of Police, Lodge No. 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; 4) To avoid any 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 for all full-time employees employed in the Police Department occupying the position of patrolmen, excluding all part-time, seasonal and temporary employees, the Chief, the Captain and personnel. All other employees of the Employer are excluded from the bargaining unit.

ARTICLE IV

DUES DEDUCTIONS

4.01 During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the Union and regular monthly Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions. No new authorization forms will be required from any employee in the Department of whom the Employer is currently deducting dues.

4.02 The initiation fees, dues or assessments so deducted shall be in the amounts established by the Union from time to time in accordance with its constitution and bylaws. The Union shall certify to the Employer the amounts due and owing from the employees involved.

4.03 The Employer shall deduct dues, initiation fees or assessments from the first pay in each calendar month. If an employee has no pay due on that pay date, such amounts shall be deducted from the new or subsequent pay.

4.04 A check in the amount of the total dues withheld from those employees authorizing a dues deduction, shall be tendered to the Treasurer of the Union within thirty (30) days from the date of making said deductions.

4.05 The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages, if not caused by the Employer's negligence, 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

MANAGEMENT RIGHTS

5.01 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; 2) determine the number of persons required to be employed, laid off or discharged; 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 and all of its facilities, property, processes 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 or work; 14) terminate or eliminate all or any part of its work or facilities.

5.02 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.

5.03 General policies, procedures and rules or regulations which are to be of continuing duration, excluding special orders and changes in same, shall be in writing.

ARTICLE VI

NO-STRIKE

6.01 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.

6.02 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.

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

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

ARTICLE VII

NON-DISCRIMINATION

7.01 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.

7.02 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 VIII

PROBATIONARY PERIOD

8.01 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.

8.02 All newly promoted employees will be required to serve a promotional probationary period of one (1) year. 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.

8.03 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 paragraphs 8.01, 8.02 and 8.03.

ARTICLE IX

ASSOCIATION REPRESENTATION

9.01 The parties recognize that it may be necessary for an employee representative of the union to leave a normal work assignment while acting in the capacity of the representative. The Union recognizes the operation needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to this paragraph, the representative must obtain approval from the officer in charge of the shift. The Employer will compensate a representative at the regular hourly rate for the time spent in the good faith processing of grievances at any meetings at which the Employer or employee requests a representative to be present when such employee is entitled to representation under this Agreement.

9.02 The Employer shall furnish the Union with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of all new employees as hired.

ARTICLE X

LABOR-MANAGEMENT COMMITTEE

10.01 There shall be a Labor-Management Committee consisting of not more than three (3) Union representatives and not more than three (3) Employer representatives. The Committee shall meet on the request of either party to discuss matters of mutual concern, excluding negotiated issues. The Committee may make recommendations to the Employer and the Union, but such recommendations shall be advisory only.

ARTICLE XI

DUTY HOURS

11.01 The regular work week for all employees shall be eighty (80) hours bi-weekly on shifts of eight (8) hours per day. 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.

11.02 An employee shall not normally be required to change scheduled duty hours once a schedule has been approved of by the Chief, without seven (7) calendar days advance notice, or unless an emergency circumstance occurs. Advance notice will include a dispatcher logging the entry of a change. The Employer will make a reasonable attempt to notify the employee of such change and the date of notice of a schedule change will constitute the first calendar day under this provision.

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

11.04 Scheduling for non-probationary employees in the Patrol Division shall be by seniority. Shifts will not rotate. Probationary employees shall be scheduled at the discretion of

the Employer.

11.05 Any employee assigned and required to attend a job related school, seminar or training session, except probationary employees attending mandatory courses shall be considered on duty during actual travel time, and be compensated at an appropriate straight time rate to include travel expenses and reimbursement for meals in accordance with current City policy.

ARTICLE XII

OVERTIME

12.01 All employees while on active duty status, when performing assigned work in excess of forty (40) hours per week or eight (8) hours per day, shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular hourly rate or compensatory time computed at the same rate for future use, as approved by the Chief. Employees assigned a ten (10) hour work shift shall not be eligible for overtime after eight (8) hours.

12.02 Any overtime hours worked may be paid in additional wages at the schedule overtime rates or the compensatory time may be accumulated carried over to the next calendar year, as the employee may elect. Should the Employer determine it necessary that employees accumulate compensatory time instead of receiving cash payment for overtime, due to financial circumstances, the employee will be notified of such determination prior to his actual working of said overtime. Accumulated compensatory time usage shall be subject to the approval of the Chief and shall not take preference over authorized vacation time. Accumulated compensatory time may be taken in increments of not less than one (1) hour.

12.03 Employees who work overtime may, as an alternative to payment for such time, elect to accumulate the time not to exceed two hundred forty (240) hours, to be taken at a later date as compensatory time, providing that such accumulation of compensatory time is at one and one-half (1 1/2) time. At the end of each calendar year, compensatory time banks shall be reduced to 200 hours and compensatory hours between 201-240 shall be paid in the first pay period in January at the prior year's rate of pay.

12.04 Any employee who works two (2) consecutive work shifts and calls in sick instead of working his next regularly scheduled work shift shall not be paid the above overtime rates for the second shift worked, unless such employee supplies the Employer with a valid physician's statement that he was sick and unable to work or takes a physical exam from a physician appointed and paid by the Employer certifying such employee was sick and unable to work. The Employer shall decide whether the employee must supply a physician's statement or take a physical examination.

12.05 Employees who are called in to work shall receive a minimum of two (2) hours pay at the overtime rate. The Employer reserves the right to require the employee to work a minimum of two (2) hours. Employees shall receive a minimum of two (2) hours pay at the overtime rate for court. Employees will not be required to stay the two (2) hour minimum by the Employer. Both are provided such times do not abut the employee's regularly scheduled work day.

12.06 When an employee is engaged in an arrest while off duty, that employee will receive pay for the hours spent on such arrest.

12.07 If an employee is placed on standby status by the Employer, 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.

12.08 If shift overtime results from the absence of a scheduled Sergeant, or any absence resulting in a lack of a shift Sergeant, a Sergeant shall have the right of first refusal. If there is no available Sergeant or the Sergeants decline the overtime opportunity, such shift opening will be filled according to Section 12.09.

12.09 Overtime for shift sick calls shall be filled from the shift immediately prior to the shift that is shorted by seniority. If no employee volunteers for the shift, then the least senior officer from the immediately prior shift shall be held over. Calls for shift overtime will be distributed in the following manner: 1) Uniformed patrol officers; 2) Uniformed specialized officers; and 3) Detective bureau. Seniority will be followed through each unit. The Union will be responsible for implementing and conducting the call in procedures with the approval of the Employer, which shall not be unreasonably denied.

ARTICLE XIII

SICK LEAVE

13.01 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; 3) serious injury, illness or death in the employee's immediate family; and/or 4) birth of a child (two week maximum when no medical complications exist).

13.02 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 will accumulate in accordance with the provisions of this Article.

13.03 An employee who is to be absent on sick leave shall notify the supervisor of such absence and the reason therefore at least one (1) hour before the start of his work shift each day he is to be absent.

13.04 Sick leave may be used in segments of one (1) hour.

13.05 Before an absence may be charged against accumulated sick leave, the Department Head may require such proof of illness, injury or death as may be satisfactory to him, 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.

13.06 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.

13.07 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.

13.08 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.

13.09 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. 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.

13.10 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.

13.11 Any employee of the Employer hired between April 1, 1983 and December 31, 1988 who has accumulated sick leave earned 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 said accumulation to his sick leave accumulation with the Employer, providing that such sick leave accumulation shall be limited to the existing maximum accruable amount in effect at the time of transfer in this Agreement.

13.12 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 member'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 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, 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.

13.13 deleted.

13.14 An employee may, at the sole discretion of the Employer, as a result of injury or illness, be assigned light duty work.

ARTICLE XIV

INJURY LEAVE

14.01 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 time, i.e., temporary total disability, and shall sign a waiver assigning all sums received by Workers Compensation to a maximum of ninety days or the amount of injury leave benefits advanced by the City. In the event Workers Compensation denies benefits to the employee, the employee shall reimburse the City one-half (1/2) of the injury leave received through reduction of all accrued leaves, current or future.

14.02 If at the end of this ninety (90) calendar day period, the employee is still disabled, the leave may, at the Employer's sole discretion, be extended for an additional ninety (90) calendar day periods, or parts thereof

14.03 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, 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 Employer's 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.

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

ARTICLE XV

JURY DUTY

15.01 Any 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 and compensation received from such court for jury duty, as provided for in the Ohio Revised Code.

ARTICLE XVI

HOLIDAYS

16.01 All employees shall receive the following paid holidays:

New Year's Day	Thanksgiving Day
President's Day	Friday after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Christmas Eve (1/2 day)
Labor Day	Employee's Birthday
Veteran's Day	New Year's Eve (1/2 day)
Five (5) Personal Days	

16.02 In order to be eligible for the above paid holidays, the employee must report to work and actually work his last scheduled work day before the holiday and the first scheduled work day after the holiday, or the holiday if the employee is scheduled to work the holiday unless specifically excused from work by the Department Head or the employee is on any type of paid leave, excluding sick leave.

16.03 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.

16.04 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.

16.05 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 as to when they may be taken. Holidays must be taken in segments of not less than eight (8) hours. Personal days only may be taken in segments of not less than four (4) hours.

16.06 Any employee required to work July 4th, Thanksgiving Day, or Christmas Day, shall be compensated at an additional one-half (1/2) time the employee's regular hourly rate of pay. Effective 2011 and thereafter, any employee required to work Memorial Day shall be compensated at an additional one-half (1/2) time the employee's regular hourly rate of pay. Effective 2012 and thereafter, any employee required to work Labor Day shall be compensated

at an additional one-half (1/2) time the employee's regular hourly rate of pay.

When any officer is required to work overtime on Thanksgiving Day and/or Christmas Day, the officer shall receive two and one-half times their rate of pay for all hours worked in excess of the scheduled shift.

ARTICLE XVII

VACATIONS

17.01 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)

17.02 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. 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.

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

17.04 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.

17.05 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 and Mayor except as provided by Section 17.09.

However, upon completion of twenty (20) years service, an employee may reserve up to two (2) weeks of vacation per year, not to exceed ten (10) weeks, which shall be paid out upon retirement.

17.06 Any employee of the Employer who was hired prior to March 1, 1997, 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.

17.07 An employee may use one-half (1/2) of his vacation time in single day (eight hour) 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. An employee must request use of single vacation days at least 24 hours in advance.

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

17.09 Employees must use at least two weeks of vacation leave each year. 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)

ARTICLE XVIII

FUNERAL LEAVE

18.01 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, brothers, sisters, grandparents or parents-in-law.

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

ARTICLE XIX

SALARY SCHEDULE

19.01 All employees in active pay status as of January 1, 2021 shall receive a lump sum amount of \$1,000 as a bonus and it shall not be computed in any overtime compensation calculation. The lump sum bonus shall be paid by February 26, 2021 to all eligible employees.

19.02 Effective January 1, 2021, until increased as stated in 19.03, the wage rates will be as follows: (2020 wage rate)

<u>Job title</u>	Step 1	Step 2	Step 3	Step 4
Patrolman	29.44	31.71	34.05	36.39

19.03 Effective the first full pay period in July 2021, all employees will receive a salary increase of 1.25% over 2020 rate as more fully reflected in the schedule below:

<u>Job title</u>	Step 1	Step 2	Step 3	Step 4
Patrolman	29.81	32.11	34.48	36.84

19.04 deleted.

19.05 All newly hired employees shall be paid at the Step 1 rate during the first year of their probationary period and move to Step 2 the next year and each year thereafter until they reach Step 4.

19.06 In the event the Employer assigns an employee as Dog Handler, such employee shall receive an additional Five Hundred Dollars (\$500.00) per year, payable the first pay period in March of each year, and twelve (12) hours of compensatory time. The additional compensation and compensatory time are for services rendered on and off duty. The Union and the Employer recognize that all care, grooming, training and feeding of the canine should occur during on-duty time, however, in the event the Dog Handler performs such activities during off-duty hours, the above compensation and compensatory time shall constitute payment for such activities and in lieu of overtime. The parties agree that the employee assigned as Dog Handler shall be the owner of the canine after the police services are no longer required of the canine, and further, the Dog Handler and the Union agree that the Dog Handler shall give care to the canine which is similar to any household pet during off-duty hours. Finally, the Employer shall provide liability coverage for the Dog Handler at all times, on-duty and off-duty, while assigned to work with a canine.

19.07 Employees shall be paid an annual professional wage supplement of Three Thousand Dollars (\$3,000). The professional wage supplement will be paid annually in a lump sum amount.

19.08 Employees who are assigned and actually perform the function of field training officer will receive one (1) hour of pay at the overtime rate or compensatory time for each tour of duty acting as a field training officer.

ARTICLE XX

LONGEVITY

20.01 Each employee upon the completion of five (5) years of continuous service with the Employer on a full time basis, shall be paid the amount of One Hundred Dollars (\$100.00) per year. The payment will be made in lump sum on the first pay period ending after his anniversary date of hire. The amount of longevity shall ~~not~~ be calculated into overtime payments and shall be paid in accordance with the following schedule:

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

20.02 Annual longevity shall be paid by check separate from the employee's normal paycheck.

ARTICLE XXI

SUPERVISION

21.01 If the Employer determines, it is necessary that a patrolman be designated officer-in-charge for the purpose of replacing a sergeant due to the sergeant's absence, such patrolman shall normally be the senior most patrolman regularly scheduled to work the specific shift affected, unless the Chief determines that a less senior employee on that shift is more qualified to be Officer-in-Charge. Said patrolman shall receive the sergeant's hourly rate of pay for all such hours worked in such capacity. If said patrolman works overtime as the Officer-in-Charge he or she will be paid at the sergeant's overtime rate.

ARTICLE XXII

EDUCATIONAL PAYS

22.01 An employee who has received a Training Certificate or equivalent attesting to the satisfactory completion of all law enforcement courses offered towards as Associate Degree in Law Enforcement, shall receive additional pay in the amount of Two Hundred Fifty Dollars (\$250.00), annually, which shall be payable in the last pay in November of each year.

22.02 An employee who has received an Associate Degree of college credits equivalent to an AA in Law Enforcement, 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.

ARTICLE XXIII

UNIFORM ALLOWANCE

23.01 All newly hired probationary employees shall be provided a sufficient number of uniforms as determined by the Employer within thirty (30) days of his date of appointment, providing such uniforms remain the Employer's property and are returned to the Employer if the employee fails to complete his probationary period. Upon completion of the probationary period, the employee shall receive a uniform allowance and payable as set forth in Section 23.02.

23.02 Each non-probationary employee shall receive a uniform allowance in the amount of One Thousand Dollars (\$1,000.00) each year of the Agreement, payable in equal increments in first pay period in January and first pay period in July each calendar year.

23.03 Items of equipment or clothing necessary to job performance which are damaged, lost or destroyed while on duty that belong to the employee, shall be replaced or repaired at the Employer's expense, not to exceed One Hundred Fifty Dollars (\$150.00) per man, per year, and only after approval of the Chief and the Safety Director. Items of clothing or equipment paid for by the Employer through an individual's purchase order shall be exempt from this provision.

23.04 Any employee assigned motorcycle duty or to the S.E.B. unit shall be paid Two Hundred Dollars (\$200.00) in additional uniform allowance.

23.05 The Employer shall contribute up to Eight Hundred Fifty Dollars (\$850.00) towards the cost of individual bullet proof vests providing that such individual(s) receiving such contribution shall be required to wear the vest or refund such monies to the Employer. Vests will be replaced every five (5) years or as approved by the Employer. The Union shall provide the Employer with three (3) approved vendors which employees must utilize to obtain bulletproof vests. This provision is effective upon execution of the Agreement in 2007. Employees not requesting such a contribution shall not be required to wear a vest, provided such employees sign a waiver attesting to their knowledge and rejection of such contribution and releasing the Employer from any liability resulting therefrom.

ARTICLE XXIV

INSURANCE

24.01 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.

24.02 Effective January 1, 2021 and thereafter, employees' monthly contribution for family or individual coverage shall be:

Family: \$220.00

Individual: \$83.00

24.03. 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:

Family plan

Individual plan

\$800

\$500

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.

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

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

ARTICLE XXV

MISCELLANEOUS

25.01 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 City and a copy of the results of the examination will be given to the employee tested.

25.02 The Union will be allowed to place one (1) locked bulletin board in the Department for official Union notices. The Union shall be the sole holder of the key to the board.

25.03 No notices, memorandums, posters or other forms of communication will be posted on the bulletin board that contains any defamatory, political (except Union election notices), controversial material or any material critical of the Employer or any employee of the Employer. The Union shall supply one (1) copy of each such posted material to the Chief prior to the posting of such material.

25.04 When an employee is required to travel more than twenty-five (25) miles outside the City of North Royalton on police business, including but not limited to, attending a training seminar, school, court proceedings, or escorting a prisoner, that employee shall be reimbursed for daily meals in an amount not to exceed Twenty Five Dollars (\$25.00), upon submission of receipts.

25.05 Meal allowances shall only be payable when the 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.

25.06 Bargaining unit members may perform secondary employment details after first having obtained prior written approval from the Chief of Police.

25.07 The Employer shall provide counseling, at the Employer's expense, to any officer involved in a shooting.

25.08 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.

25.09 As soon as practical after the execution date of this Agreement, the Employer

shall implement a pension tax deduction procedure so the employee's pension deduction is deducted before income tax withholding is calculated.

25.10 All benefits contained in this Agreement shall be coordinated and processed through the office of the Chief of Police.

25.11 All employees must, within one year of employment, reside in Cuyahoga County or any adjoining counties.

25.12 Upon an officers' satisfactory retirement from the police department and under no medical disability, said retiring officer shall be permitted to purchase his firearm from the City for one dollar.

ARTICLE XXVI

EMPLOYEE RIGHTS

26.01 An employee has the right to the presence and advice of a Union representative and/or attorney at all disciplinary hearing(s) and/or disciplinary interrogations(s)

26.02 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 starts.

26.03 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.

26.04 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.

26.05 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.

26.06 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.

26.07 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.

26.08 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.

26.09 Whenever an employee receives a written reprimand or when other written disciplinary action is taken which will appear in the employee's personnel file the officer shall be provided a copy.

26.10 Upon completion of an investigation of a complaint against an employee, the employee shall be notified

26.11 In the course of an internal investigation conducted or contracted by the Employer with a private agency, refusal to submit to a polygraph or voice stress analyzer on advice of counsel, shall not be the basis for separate discipline.

ARTICLE XXVII

DRUG TESTING

27.01 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.

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

27.03 All employees may be required to submit to a drug test on an annual basis and may 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.

27.04 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.

27.05 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 professional laboratory capable of administering such testing.

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

27.07 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 Employee Assistance Program referral.

27.08 An employee who tests positive for substance abuse or confirmation test shall be referred to the Employee Assistance Program provided in Article XXVIII 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 XXVIII

EMPLOYEE ASSISTANCE PROGRAM

28.01 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 to receive treatment for such abuse if the employee fails to properly and fully participate in and complete a treatment program approved by the Employer and after 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.

28.02 The employees may voluntarily use this program with or without referral. Such voluntarily use shall not be a basis for adverse disciplinary action. Leaves of absence without pay may, at the Employer's discretion, be granted in coordination with the EAP, where appropriate. All employees' dealings with EAP shall be strictly confidential.

28.03 This section 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 discipline, up to and including discharge. An employee's participation in the EAP does not operate to waive any of the rights granted to him by this Agreement.

ARTICLE XXIX

PROMOTIONS

29.01 All promotions to the position of Sergeant shall be made in accordance with the following provisions notwithstanding any Civil Service Laws, Rules or Regulations or any other provisions contrary to this Article.

29.02 For each promotional position where a vacancy exist, the Civil Service Commission shall supply a list of three (3) names of those candidates who have successfully

passed the promotional exam from highest score down. In the event more than one (1) vacancy exists, an additional name shall be added to the list for each additional vacancy (e.g., two (2) vacancies – four (4) names). The promotional examination shall count as sixty percent (60%) of the employee's total composite score.

Criteria and standards used by the Employer to evaluate promotional candidates for the in-house evaluation shall be reduced to writing and provided to the candidates in advance of the in-house evaluation. Such in-house evaluations will be conducted by the Employer prior to the Civil Service Commission giving the promotional exam to all interested applicants who apply to take the promotional examination. The in-house evaluation shall count as ten percent (10%) of the composite score to those employees who have successfully passed a promotional examination and are given an Assessment Center Evaluation as set forth in section 29.03.

29.03 The three (3) candidates who score the highest on the promotional examination shall then be evaluated through an Assessment Center Evaluation to determine the candidates potential supervisory, administrative, leadership and other relevant abilities for the position. Such assessment process shall be conducted by the Chiefs of Police Association, when possible, or a professional firm capable of performing such assessments. The Assessment Center shall provide each candidate with a score. This score shall count as thirty percent (30%) of the employee's composite score. Cost of such assessments shall be borne by the Employer.

29.04 Upon receipt and after consideration of the candidates composite score rankings, the candidate possessing the highest composite score as determined by the Civil Service examination, in-house assessment and the Assessment Center shall be appointed to the position.

ARTICLE XXX

FAMILY MEDICAL LEAVE

30.01 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, i.e., exhausted all paid leaves or employee requests unpaid FMLA leave, shall not earn vacation, holidays, sick leave or any other contractual time off benefits.

30.02 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.

30.03 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 XXXI

GENDER AND PLURAL

31.01 Whenever the 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 XXXII

HEADINGS

32.01 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 XXXIII

LEGISLATIVE APPROVAL

33.01 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 XXXIV

OBLIGATION TO NEGOTIATE

34.01 The Employer and the Union acknowledge that during negotiations which precede 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 and that the understandings of that right and opportunity are set forth in this Agreement.

34.02 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 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 either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE XXXV

TOTAL AGREEMENT

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

ARTICLE XXXVI

CONFORMITY TO LAW

36.01 This Agreement shall be subject to and subordinated to any present and future Federal and State Laws, along with any applicable Civil Service Rules and Regulations 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 provision.

36.02 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 provision(s) 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.

ARTICLE XXXVII

DURATION

37.01 This Agreement shall become effective at 12:01 a.m. on January 1, 2021 and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2021.

ARTICLE XXXVIII

DISCIPLINARY PROCEDURE

38.01 This procedure shall apply to all non-probationary employees covered by this Agreement.

38.02 All employees shall have the following rights:

- A. An employee shall be entitled to representation by a Union representative (attorney) 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 the result of the exercise of his rights under this procedure.

38.03 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the Employer's Rules and Regulations and the employee's employment shall be terminated.

38.04 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.

38.05 Where the appointing authority seeks as a penalty the imposition of a suspension without pay, a demotion or removal from service, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested. Oral and written reprimands are not subject to this procedure.

38.06 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.
4. the penalty is imposed concurrent with or subsequent to the predisciplinary hearing decision of the Mayor/Safety Director or designee.

38.07 The Notice of Discipline served on the employee shall be accompanied by written statement that:

1. the employee has a right to object by filing a grievance within five (5) days of receipt of the Notice of Discipline;
2. the Grievance Procedure provides for a hearing by an independent arbitrator as its final step;
3. the employee is entitled to representation by a union representative (attorney) at every step of the proceeding;

38.08 If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provided in paragraph 38.12, until the matter is settled or the arbitrator renders a determination.

38.09 The following administrative procedures shall apply to disciplinary actions:

- A. 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 is encouraged to hold an informal meeting with the employee 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 must be advised before meeting that she/he is entitled to representation by the Union (attorney) during the initial discussion.
- B. If a mutually agreeable settlement is not reached at this informal meeting the appointing authority will, within ten (10) working days, prepare a formal Notice of Discipline and present it to the employee. If no informal meeting is held, the appointing authority may just prepare a Notice of Discipline and present it to the employee. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the right of representation.
- C. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the appointed authority, pursuant to Step 3 of the Grievance Procedure. The appeal must be filed at Step 3 within five (5) days from receipt of the Notice of Discipline.

38.10 A failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the effected employee and Union. All subsequent appeal rights shall be deemed waived.

38.11 A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have a Union representative (attorney) as a representative or to decline any such representation. A settlement entered into by an employee shall be final and binding on all parties. The Union shall be notified of all settlements.

38.12 An employee may be suspended with pay at any time during the process. A suspension without pay may be imposed concurrent with or subsequent to the decision at Step 3 of the Grievance Procedure.

38.13 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 a Safety Director's inquiry or to appeal any form of disciplinary action (e.g., suspension, demotion or

discharge) to any Civil Service Commission.

38.14 Records of disciplinary action shall cease to have force and effect or be considered in future disciplinary matters twelve (12) months after their effective date for counseling and written reprimands, and twenty-four (24) months after their effective date for suspensions of three (3) days or less providing there is no intervening discipline during these time frames. Suspensions of four (4) days or more will not be considered in future disciplinary actions after forty-eight (48) months providing there is no intervening disciplinary action.

ARTICLE XXXIX

GRIEVANCE PROCEDURE

39.01 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 by a person of his own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievance shall be settled, if possible, at the lowest Step of this procedure.

39.02 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 misapplication or misinterpretation of 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.

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

- a) Except at Step 1, all grievances shall include 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 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 effects 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, provided that a copy is submitted to the Police Chief.
- d) The preparation and processing of grievances shall be conducted 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 formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.
- f) The aggrieved party may choose whomever he wishes to represent him at any step of this Grievance Procedure after Step 1.
- g) 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.
- h) The time limits provided herein will be strictly adhered to 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.
- i) 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.

39.04 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 the designated Lieutenant of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Lieutenant will schedule an informal meeting with the employee and his Union director, if the director's presence is requested by the employee, within five (5) days of the date of the notice by the employee. The Lieutenant and the employee, along with the employee's director, if his presence is requested by the employee, will discuss the issue 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 supervisor's 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 at Step 2. Copies of the written decision 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.

ARTICLE XL

ARBITRATION PROCEDURE

40.01 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 ten (10) days after the rendering of the decision at Step 3 or a timely default by the Employer at Step 3, the aggrieved party may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to mutually agree upon an arbitrator of their own choosing. If such agreement is not reached, the union shall request from the American Arbitration Association (AAA) a list of seven (7) names. Such list of seven (7) names shall be submitted to the parties and the names will be stricken alternately until one name remains who shall be designated as the arbitrator to hear the grievance in question. Either party shall have the right to reject one list and request a second list of seven (7) names of arbitrators, one of whom shall be selected by the alternate strike method as provided in this

section.

40.02 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 an 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.

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

40.04 The hearing(s) shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

40.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party. In the event of a "split award", the fees of the arbitrator will be divided equally between the parties.

40.06 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.

40.07 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.

40.08 Employees who are reasonably necessary to the resolution of the grievance by providing factual information shall attend the arbitration hearing without the necessity of a subpoena and shall be compensated at the rate of one hour straight time their regular hourly wage. Any request made by either party for the attendance of a witness shall be made in good faith at no time shall the number of employees attending unreasonably effect the normal operations of the Department.

ARTICLE XLI

EXECUTION

41.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day of _____, 2018.

FOR THE UNION:

FOR THE EMPLOYER:

Fraternal Order of Police, Lodge No. 15

The City of North Royalton, Ohio

Mayor

Finance Director

NOTICE OF DISCIPLINARY ACTION

TO:

FROM:

DATE:

SUBJECT: Proposed Disciplinary Action

You are hereby notified that the Police Chief (Employer) proposes to take the following disciplinary action against you:_____

You have certain rights regarding the appeal of the above proposed disciplinary action. Please read the attached information regarding these rights.

Police Chief

NOTICE OF ACCEPTANCE OF DISCIPLINARY ACTION

To The Employee:

This form must be returned within five (5) days to the Mayor if you want to appeal the proposed disciplinary action.

_____ I AGREE WITH AND ACCEPT THE PROPOSED DISCIPLINE

_____ I WISH TO APPEAL THE PROPOSED DISCIPLINE FOR THE FOLLOWING REASONS: _____

(If more space is needed, attach extra sheets of paper)

Signature: _____ Date: _____

Approved: _____ Date: _____

Appointing Authority Signature: _____

EMPLOYEE RIGHTS

You have been served with a Notice of Discipline.. Under the labor contract you have rights as listed below. PLEASE READ THESE RIGHTS THOROUGHLY BEFORE YOU AGREE OR DISAGREE WITH ANY PROPOSED DISCIPLINARY ACTION.

If, after reading your rights and discussing the matter with your Union representative, or an attorney at your own expense, you agree to the proposed discipline, you may simply sign this form at the bottom to note your agreement, and return it to your Chief.

If you disagree with the discipline, you should state your reasons in writing in the space provided below, and return this form to the Mayor within 5 days of receipt of the Notice of Discipline.

RIGHTS

1. You are entitled to representation by the Union to represent you at each step of this procedure.
2. You have the right to object to the proposed discipline by filing a disciplinary grievance within 5 days of receipt of the proposed discipline with the Mayor.
3. If you file your objections,' the Mayor will schedule a formal meeting within 10 days of receipt of this form to discuss the matter. You may have representation at this meeting.
4. The Mayor will report his/her decision within 15 working days following the close of the hearing.
5. You will have 10 days after receipt of the Mayor's decision in which to appeal the decision pursuant to the Arbitration Procedure.
6. The cost of the arbitrator will be paid by the losing party.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is between the City of North Royalton, hereinafter referred to as the “City” and Fraternal Order Police, Lodge #15, both the Patrol Officers and Sergeants bargaining units, hereinafter collectively referred to as the “Union.”

The parties previously entered into a Memorandum of Understanding (MOU) regarding a potential of 80-hours of emergency paid sick leave under the Families First Coronavirus Relief Act (FFCRA). The MOU had an expiration (sunset) date of December 31, 2020, the same as the federal Act. The federal government has not mandated continuation or extension of FFCRA Emergency Paid Sick Leave (EPSL). In the event the federal government passes legislation requiring or extending the EPSL or some similar benefit, the parties agree they shall enter into discussions for the purpose of adopting a similar benefit in a revised Memorandum of Understanding.

The Parties enter into this Memorandum of Understanding this _____ day of January 2021.

FOR THE FRATERNAL ORDER
POLICE, LODGE #15

FOR THE CITY OF NORTH ROYALTON:

Union Representative

Mayor

ORDINANCE NO. 21-32

ORDINANCE NO. 21-32

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT AND A
MEMORANDUM OF UNDERSTANDING WITH THE FRATERNAL ORDER OF POLICE
LODGE #15 (SERGEANTS), AND DECLARING AN EMERGENCY

WHEREAS: The Administration has conducted extensive negotiations with the Fraternal Order of Police, Lodge #15 as the bargaining representative for certain members of the Police Department (Sergeants); and

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

WHEREAS: Council has reviewed such proposal and does desire to ratify and adopt such Agreement and Memorandum of Understanding.

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 and a Memorandum of Understanding with the Fraternal Order of Police, Lodge #15 (Sergeants) 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:

AN AGREEMENT

between

**THE CITY OF NORTH ROYALTON,
OHIO**

And

**THE FRATERNAL ORDER OF POLICE
LODGE NO.15**

(Sergeants)

Effective: January 1, 2021
Expires: December 31, 2021

TABLE OF CONTENTS

ARTICLE I	PREAMBLE	4
ARTICLE II	PURPOSE AND INTENT	4
ARTICLE III	RECOGNITION	4
ARTICLE IV	DUES DEDUCTIONS	4
ARTICLE V	MANAGEMENT RIGHTS	5
ARTICLE VI	NO-STRIKE	5
ARTICLE VII	NON-DISCRIMINATION	6
ARTICLE VIII	PROBATIONARY PERIOD.....	6
ARTICLE IX	ASSOCIATION REPRESENTATION	6
ARTICLE X	LABOR-MANAGEMENT COMMITTEE.....	7
ARTICLE XI	DUTY HOURS.....	7
ARTICLE XII	OVERTIME.....	8
ARTICLE XIII	SICK LEAVE	9
ARTICLE XIV	INJURY LEAVE	11
ARTICLE XV	JURY DUTY	11
ARTICLE XVI	HOLIDAYS.....	12
ARTICLE XVII	VACATIONS	13
ARTICLE XVIII	FUNERAL LEAVE	14
ARTICLE XIX	SALARY SCHEDULE.....	14
ARTICLE XX	LONGEVITY	15
ARTICLE XXI	SUPERVISION	16
ARTICLE XXII	EDUCATIONAL PAYS.....	16
ARTICLE XXIII	UNIFORM ALLOWANCE.....	16
ARTICLE XXIV	INSURANCE	17
ARTICLE XXV	MISCELLANEOUS	18
ARTICLE XXVI	EMPLOYEE RIGHTS.....	19
ARTICLE XXVII	DRUG TESTING	21
ARTICLE XXVIII	EMPLOYEE ASSISTANCE PROGRAM	21
ARTICLE XXIX	PROMOTIONS	22
ARTICLE XXX	FAMILY MEDICAL LEAVE.....	22
ARTICLE XXXI	GENDER AND PLURAL	23
ARTICLE XXXII	HEADINGS	23

TABLE OF CONTENTS CONTINUED

ARTICLE XXXIII	LEGISLATIVE APPROVAL.....	23
ARTICLE XXXIV	OBLIGATION TO NEGOTIATE.....	24
ARTICLE XXXV	TOTAL AGREEMENT.....	24
ARTICLE XXXVI	CONFORMITY TO LAW.....	24
ARTICLE XXXVII	DURATION	24
ARTICLE XXXVIII	DISCIPLINARY PROCEDURE.....	25
ARTICLE XXXIX	GRIEVANCE PROCEDURE.....	27
ARTICLE XL	ARBITRATION PROCEDURE.....	30
ARTICLE XLI	EXECUTION	31
	NOTICE OF DISCIPLINARY ACTION.....	32
	NOTICE OF ACCEPTANCE OF DISCIPLINARY ACTION.....	33
	EMPLOYEE RIGHTS.....	34

ARTICLE I

PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of North Royalton, Ohio, hereinafter referred to as the "Employer", and the Fraternal Order of Police, Lodge No. 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; 4) To avoid any 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 for all full-time employees employed in the Police Department occupying the position of sergeants, excluding all part-time, seasonal and temporary employees, the Chief, the Captain and personnel. All other employees of the Employer are excluded from the bargaining unit.

ARTICLE IV

DUES DEDUCTIONS

4.01 During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the Union and regular monthly Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions. No new authorization forms will be required from any employee in the Department of whom the Employer is currently deducting dues.

4.02 The initiation fees, dues or assessments so deducted shall be in the amounts established by the Union from time to time in accordance with its constitution and bylaws. The Union shall certify to the Employer the amounts due and owing from the employees involved.

4.03 The Employer shall deduct dues, initiation fees or assessments from the first pay in each calendar month. If an employee has no pay due on that pay date, such amounts shall be deducted from the new or subsequent pay.

4.04 A check in the amount of the total dues withheld from those employees authorizing a dues deduction, shall be tendered to the Treasurer of the Union within thirty (30) days from the date of making said deductions.

4.05 The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages, if not caused by the Employer's negligence, 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

MANAGEMENT RIGHTS

5.01 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; 2) determine the number of persons required to be employed, laid off or discharged; 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 and all of its facilities, property, processes 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 or work; 14) terminate or eliminate all or any part of its work or facilities.

5.02 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.

5.03 General policies, procedures and rules or regulations which are to be of continuing duration, excluding special orders and changes in same, shall be in writing.

ARTICLE VI

NO-STRIKE

6.01 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, workstoppage, or other concerted interference with or the withholding of services from the Employer.

6.02 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, workstoppage, 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.

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

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

ARTICLE VII NON-DISCRIMINATION

7.01 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.

7.02 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 VIII PROBATIONARY PERIOD

8.01 All newly promoted employees will be required to serve a promotional probationary period of one (1) year. 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.

8.02 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 paragraphs 8.01 and 8.02.

ARTICLE IX ASSOCIATION REPRESENTATION

9.01 The parties recognize that it may be necessary for an employee representative of the union to leave a normal work assignment while acting in the capacity of the representative. The Union recognizes the operation needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to

this paragraph, the representative must obtain approval from the officer in charge of the shift. The Employer will compensate a representative at the regular hourly rate for the time spent in the good faith processing of grievances at any meetings at which the Employer or employee requests a representative to be present when such employee is entitled to representation under this Agreement.

9.02 The Employer shall furnish the Union with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of all new employees as hired.

ARTICLE X

LABOR-MANAGEMENT COMMITTEE

10.01 There shall be a Labor-Management Committee consisting of not more than three (3) Union representatives and not more than three (3) Employer representatives. The Committee shall meet on the request of either party to discuss matters of mutual concern, excluding negotiated issues. The Committee may make recommendations to the Employer and the Union, but such recommendations shall be advisory only.

ARTICLE XI

DUTY HOURS

11.01 The regular work week for all employees shall be eighty (80) hours bi-weekly on shifts of eight (8) hours per day. 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.

11.02 An employee shall not normally be required to change scheduled duty hours once a schedule has been approved of by the Chief, without seven (7) calendar days advance notice, or unless an emergency circumstance occurs. Advance notice will include a dispatcher logging the entry of a change. The Employer will make a reasonable attempt to notify the employee of such change and the date of notice of a schedule change will constitute the first calendar day under this provision.

11.03 Monthly work schedules must be provided to employees a minimum of five (5) days prior to the effective date of said schedule. Probationary Sergeants shall be scheduled at the discretion of the Employer.

11.04 Any Sergeant on the patrol schedule shall be deemed the patrol sergeant for the purpose of shift bids. Shifts shall consist of the same daily hours of work. No sergeant shall be required to work a "relief shift" which consists of two (2) or more shifts during any quarter.

Effective January 1, 2007, scheduling for the Patrol Division shall be by seniority. Shifts will not rotate. Scheduling will be by bid in yearly blocks in November of the previous

year whereby Patrol Division Sergeants shall make, one-quarter at a time, four quarterly selections (picks) two of which will be designated as "priority picks." The Employer reserves the right to place and schedule Patrol Sergeants for one quarter of the non-priority picks.

In the event the Employer reassigns supervisory personnel of the bargaining unit at any time during this Agreement, the Employer may require a rebidding of the shifts.

11.05 Any employee assigned and required to attend a job related school, seminar or training session, except probationary employees attending mandatory courses shall be considered on duty during actual travel time, and be compensated at an appropriate straight time rate to include travel expenses and reimbursement for meals in accordance with current City policy.

ARTICLE XII

OVERTIME

12.01 All employees while on active duty status, when performing assigned work in excess of forty (40) hours per week or eight (8) hours per day, shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular hourly rate or compensatory time computed at the same rate for future use, as approved by the Chief. Employees assigned a ten (10) hour work shift shall not be eligible for overtime after eight (8) hours.

12.02 Any overtime hours worked may be paid in additional wages at the schedule overtime rates or the compensatory time may be carried over to the next calendar year, as the employee may elect. Should the Employer determine it necessary that employees accumulate compensatory time instead of receiving cash payment for overtime, due to financial circumstances, the employee will be notified of such determination prior to his actual working of said overtime. Accumulated compensatory time usage shall be subject to the approval of the Chief and shall not take preference over authorized vacation time. Accumulated compensatory time may be taken in increments of not less than one (1) hour.

12.03 Employees who work overtime may, as an alternative to payment for such time, elect to accumulate the time not to exceed two hundred forty (240) hours, to be taken at a later date as compensatory time, providing that such accumulation of compensatory time is at one and one-half (1 1/2) time. At the end of each calendar year, compensatory time banks shall be reduced to 200 hours and compensatory hours between 201-240 shall be paid in the first pay period in January at the prior year's rate of pay.

12.04 Any employee who works two (2) consecutive work shifts and calls in sick instead of working his next regularly scheduled work shift shall not be paid the above overtime rates for the second shift worked, unless such employee supplies the Employer with a valid physician's statement that he was sick and unable to work or takes a physical exam from a physician appointed and paid by the Employer certifying such employee was sick and unable to work. The Employer shall decide whether the employee must supply a physician's statement or take a physical examination.

12.05 Employees who are called in to work shall receive a minimum of two (2) hours

pay at the overtime rate. The Employer reserves the right to require the employee to work a minimum of two (2) hours. Employees shall receive a minimum of two (2) hours pay at the overtime rate for court. Employees will not be required to stay the two (2) hour minimum by the Employer. Both are provided such times do not abut the employee's regularly scheduled work day.

12.06 When an employee is engaged in an arrest while off duty, that employee will receive pay for the hours spent on such arrest.

12.07 If an employee is placed on standby status by the Employer, 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.

12.08 If shift overtime results from the absence of a scheduled Sergeant, or any absence resulting in a lack of a shift Sergeant, a Sergeant shall have the right of first refusal. If there is no available Sergeant or the Sergeants decline the overtime opportunity, such shift opening will be filled according to Section 12.09.

12.09 Overtime for shift sick calls shall be filled from the shift immediately prior to the shift that is shorted by seniority. If no employee volunteers for the shift, then the least senior officer from the immediately prior shift shall be held over. Calls for shift overtime will be distributed in the following manner: 1) Uniformed patrol officers; 2) Uniformed specialized officers; and 3) Detective bureau. Seniority will be followed through each unit. The Union will be responsible for implementing and conducting the call in procedures with the approval of the Employer, which shall not be unreasonably denied.

ARTICLE XIII

SICK LEAVE

13.01 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; 3) serious injury, illness or death in the employee's immediate family; and/or 4) birth of a child (two week maximum when no medical complications exist).

13.02 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 will accumulate in accordance with the provisions of this Article.

13.03 An employee who is to be absent on sick leave shall notify the supervisor of such absence and the reason therefore at least one (1) hour before the start of his work shift each day he is to be absent.

13.04 Sick leave may be used in segments of one (1) hour.

13.05 Before an absence may be charged against accumulated sick leave, the Department Head may require such proof of illness, injury or death as may be satisfactory to

him, 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.

13.06 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.

13.07 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.

13.08 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.

13.09 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the care of employee's spouse, children, parents and parents-in-law. 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.

13.10 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.

13.11 Any employee of the Employer hired between April 1, 1983 and December 31, 1988 who has accumulated sick leave earned 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 said accumulation to his sick leave accumulation with the Employer, providing that such sick leave accumulation shall be limited to the existing maximum accruable amount in effect at the time of transfer in this Agreement.

13.12 Each employee who has accumulated in excess of ninety (90) days (720 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 members total accumulated sick leave. The eligible employee who has met the threshold amount of sick leave accumulation (90 days) 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 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, 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.

13.13 deleted.

13.14 An employee may, at the sole discretion of the Employer, as a result of injury or illness, be assigned light duty work.

ARTICLE XIV

INJURY LEAVE

14.01 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 time, i.e., temporary total disability, and shall sign a waiver assigning all sums received by Workers Compensation to a maximum of ninety days or the amount of injury leave benefits advanced by the City.

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

14.03 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, 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 Employer's 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.

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

ARTICLE XV

JURY DUTY

15.01 Any 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 and compensation received from such court for jury duty, as provided for in the Ohio Revised Code.

ARTICLE XVI

HOLIDAYS

16.01 All employees shall receive the following paid holidays:

New Year's Day	Thanksgiving Day
President's Day	Friday after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Christmas Eve (1/2 day)
Labor Day	Employee's Birthday
Veteran's Day	New Year's Eve (1/2 day)
Five (5) Personal Days	

16.02 In order to be eligible for the above paid holidays, the employee must report to work and actually work his last scheduled work day before the holiday and the first scheduled work day after the holiday, or the holiday if the employee is scheduled to work the holiday unless specifically excused from work by the Department Head or the employee is on any type of paid leave, excluding sick leave.

16.03 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.

16.04 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.

16.05 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 as to when they may be taken. Holidays must be taken in segments of not less than eight (8) hours. Personal days only may be taken in segments of not less than four (4) hours.

16.06 Any employee required to work July 4th, Thanksgiving Day or Christmas Day shall be compensated at an additional one-half (1/2) time the employee's regular hourly rate of pay. Effective 2011 and thereafter, any employee required to work Memorial Day shall be compensated at an additional one-half (1/2) time the employee's regular hourly rate of pay. Effective 2012 and thereafter, any employee required to work Labor Day shall be compensated at an additional one-half (1/2) time the employee's regular hourly rate of pay.

When any officer is required to work overtime on Thanksgiving Day and/or Christmas Day, the officer shall receive two and one-half times their rate of pay for all hours worked in excess of the scheduled shift.

ARTICLE XVII

VACATIONS

17.01 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)

17.02 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. 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.

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

17.04 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.

17.05 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 and Mayor except as provided by Section 17.09.

However, upon completion of twenty (20) years service, an employee may reserve up to two (2) weeks of vacation per year, not to exceed ten (10) weeks, to be paid out upon retirement.

17.06 Any employee of the Employer who was hired prior to March 1, 1997, 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.

17.07 An employee may use one-half (1/2) of his vacation time in single day (eight hour) 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. An employee must request use of single

vacation days at least 24 hours in advance.

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

17.09 Employees must use at least two weeks of vacation leave each year. 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).

ARTICLE XVIII

FUNERAL LEAVE

18.01 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, brothers, sisters, grandparents or parents-in-law.

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

ARTICLE XIX

SALARY SCHEDULE

19.01 All employees in active pay status as of January 1, 2021 shall receive a lump sum amount of \$1,000 as a bonus and it shall not be computed in any overtime compensation calculation. The lump sum bonus shall be paid by February 26, 2021 to all eligible employees.

19.02 Effective January 1, 2021, until increased as stated in 19.03, the wage rates will be as follows: (2020 wage rate)

<u>Job title</u>	<u>Step 1</u>
Sergeant	42.22

19.03 Effective the first full pay period in July 2021, all employees will receive a salary increase of 1.25% over 2020 rate as more fully reflected in the schedule below:

<u>Job title</u>	<u>Step 1</u>
Sergeant	42.75

19.04 deleted

19.05 In the event the Employer assigns an employee as Dog Handler, such employee

shall receive an additional \$500.00 per year, payable the first pay period in March of each year, and twelve (12) hours of compensatory time. The additional compensation and compensatory time are for services rendered on and off duty. The Union and the Employer recognize that all care, grooming, training and feeding of the canine should occur during on-duty time, however, in the event the Dog Handler performs such activities during off-duty hours, the above compensation and compensatory time shall constitute payment for such activities and in lieu of overtime. The parties agree that the employee assigned as Dog Handler shall be the owner of the canine after the police services are no longer required of the canine, and further, the Dog Handler and the Union agree that the Dog Handler shall give care to the canine which is similar to any household pet during off-duty hours. Finally, the Employer shall provide liability coverage for the Dog Handler at all times, on-duty and off-duty, while assigned to work with a canine.

19.06 Employees shall be paid an annual professional wage supplement of Three Thousand Six Hundred Dollars (\$3,600.00). This professional wage supplement will be paid annually in a lump sum amount.

ARTICLE XX LONGEVITY

20.01 Each employee upon the completion of five (5) years of continuous service with the Employer on a full time basis, shall be paid the amount of One Hundred Dollars (\$100.00) per year. The payment will be made in lump sum on the first pay period ending after his anniversary date of hire. The amount of longevity shall ~~not~~ be calculated into overtime payments and shall be paid in accordance with the following schedule:

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

20.02 Annual longevity shall be paid by check separate from the employee's normal paycheck.

ARTICLE XXI

SUPERVISION

21.01 If the Employer determines, it is necessary that a patrolman be designated officer-in-charge for the purpose of replacing a sergeant due to the sergeant's absence, such patrolman shall normally be the senior most patrolman regularly scheduled to work the specific shift affected, unless the Chief determines that a less senior employee on that shift is more qualified to be Officer-in-Charge. Said patrolman shall receive the sergeant's hourly rate of pay for all such hours worked in such capacity. If said patrolman works overtime as the Officer-in-Charge he or she will be paid at the sergeant's overtime rate.

ARTICLE XXII

EDUCATIONAL PAYS

22.01 An employee who has received a Training Certificate or equivalent attesting to the satisfactory completion of all law enforcement courses offered towards an Associate Degree in Law Enforcement, shall receive additional pay in the amount of Two Hundred Fifty Dollars (\$250.00), annually, which shall be payable in the last pay period in November of each year.

22.02 An employee who has received an Associate Degree of college credits equivalent to an AA in Law Enforcement, 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.

ARTICLE XXIII

UNIFORM ALLOWANCE

23.01 All newly hired probationary employees shall be provided a sufficient number of uniforms as determined by the Employer within thirty (30) days of his date of appointment, providing such uniforms remain the Employer's property and are returned to the Employer if the employee fails to complete his probationary period. Upon completion of the probationary period, the employee shall receive a uniform allowance and payable as set forth in Section 23.02.

23.02 Each non-probationary employee shall receive a uniform allowance in the amount of One Thousand Dollars (\$1,000.00) each year of the Agreement, payable in equal increments in first pay period in January and first pay period in July each calendar year.

23.03 Items of equipment or clothing necessary to job performance which are damaged, lost or destroyed while on duty that belong to the employee, shall be replaced or repaired at the Employer's expense, not to exceed One Hundred Fifty Dollars (\$150.00) per man, per year, and only after approval of the Chief and the Safety Director. Items of clothing or equipment paid for by the Employer through an individual's purchase order shall be exempt from this provision.

23.04 Any employee assigned motorcycle duty or to the S.E.B. unit shall be paid Two Hundred Dollars (\$200.00) in additional uniform allowance.

23.05 The Employer shall contribute up to Eight Hundred Fifty Dollars (\$850.00)

towards the cost of individual bullet proof vests providing that such individual(s) receiving such contribution shall be required to wear the vest or refund such monies to the Employer. Vests will be replaced every five (5) years or as approved by the Employer. The Union shall provide the Employer with three (3) approved vendors which employees must utilize to obtain bulletproof vests. This provision is effective upon execution of the Agreement in 2007. Employees not requesting such a contribution shall not be required to wear a vest, provided such employees sign a waiver attesting to their knowledge and rejection of such contribution and releasing the Employer from any liability resulting therefrom.

ARTICLE XXIV INSURANCE

24.01 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.

24.02 Effective January 1, 2021 and thereafter, employees' monthly contribution for family or individual coverage shall be:

Family: \$220.00

Individual: \$83.00

24.03. 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:

Family plan

Individual plan

\$800

\$500

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.

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

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

ARTICLE XXV MISCELLANEOUS

25.01 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 City and a copy of the results of the examination will be given to the employee tested.

25.02 The Union will be allowed to place one (1) locked bulletin board in the Department for official Union notices. The Union shall be the sole holder of the key to the board.

25.03 No notices, memorandums, posters or other forms of communication will be posted on the bulletin board that contains any defamatory, political (except Union election notices), controversial material or any material critical of the Employer or any employee of the Employer. The Union shall supply one (1) copy of each such posted material to the Chief prior to the posting of such material.

25.04 When an employee is required to travel more than twenty-five (25) miles outside the City of North Royalton on police business, including but not limited to, attending a training seminar, school, court proceedings, or escorting a prisoner, that employee shall be reimbursed for daily meals in an amount not to exceed Twenty Five Dollars (\$25.00), upon submission of receipts.

25.05 Meal allowances shall only be payable when the 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.

25.06 Bargaining unit members may perform secondary employment details after first having obtained prior written approval from the Chief of Police.

25.07 The Employer shall provide counseling, at the Employer's expense, to any officer involved in a shooting.

25.08 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.

25.09 As soon as practical after the execution date of this Agreement, the Employer shall implement a pension tax deduction procedure so the employee's pension deduction is deducted before income tax withholding is calculated.

25.10 All benefits contained in this Agreement shall be coordinated and processed through the office of the Chief of Police.

25.11 All employees must, within one year of employment, reside in Cuyahoga County or any adjoining county.

25.12 Upon an officers' satisfactory retirement from the police department and under

no medical disability, said retiring officer shall be permitted to purchase his firearm from the City for one dollar.

ARTICLE XXVI EMPLOYEE RIGHTS

26.01 An employee has the right to the presence and advice of a Union representative and/or attorney at all disciplinary hearing(s) and/or disciplinary interrogations(s)

26.02 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 starts.

26.03 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.

26.04 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.

26.05 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.

26.06 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.

26.07 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.

26.08 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.

26.09 Whenever an employee receives a written reprimand or when other written

disciplinary action is taken which will appear in the employee's personnel file the officer shall be provided a copy.

26.10 Upon completion of an investigation of a complaint against an employee, the employee shall be notified.

26.11 In the course of an internal investigation conducted or contracted by the Employer with a private agency, refusal to submit to a polygraph or voice stress analyzer on advice of counsel, shall not be the basis for separate discipline.

ARTICLE XXVII DRUG TESTING

27.01 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.

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

27.03 All employees may be required to submit to a drug test on an annual basis and may 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.

27.04 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.

27.05 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 professional laboratory capable of administering such testing.

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

27.07 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 Employee Assistance Program referral.

27.08 An employee who tests positive for substance abuse or confirmation test shall be

referred to the Employee Assistance Program provided in Article XXVIII 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 XXVIII

EMPLOYEE ASSISTANCE PROGRAM

28.01 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 to receive treatment for such abuse if the employee fails to properly and fully participate in and complete a treatment program approved by the Employer and after 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.

28.02 The employees may voluntarily use this program with or without referral. Such voluntarily use shall not be a basis for adverse disciplinary action. Leaves of absence without pay may, at the Employer's discretion, be granted in coordination with the EAP, where appropriate. All employees' dealings with EAP shall be strictly confidential.

28.03 This section 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 discipline, up to and including discharge. An employee's participation in the EAP does not operate to waive any of the rights granted to him by this Agreement.

ARTICLE XXIX

PROMOTIONS

29.01 All promotions to the position of Lieutenant shall be made in accordance with the following provisions notwithstanding any Civil Service Laws, Rules or Regulations or any other provisions contrary to this Article.

29.02 For each promotional position where a vacancy exist, the Civil Service Commission shall determine the procedure and standards

Criteria and standards used by the Employer to evaluate promotional candidates for the in-house evaluation shall be reduced to writing and provided to the candidates in advance of the in-house evaluation. Such in-house evaluations will be conducted by the Employer prior to the Civil Service Commission giving the promotional exam to all interested applicants who apply to take the promotional examination. The in-house evaluation shall count as ten percent (10%) of the composite score to those employees who have successfully passed a promotional examination.

29.03 Upon receipt and after consideration of the candidates composite score rankings, the candidate possessing the highest composite score as determined by the Civil Service examination and in-house assessment shall be appointed to the position.

ARTICLE XXX

FAMILY MEDICAL LEAVE

30.01 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, i.e., exhausted all paid leaves or employee requests unpaid FMLA leave, shall not earn vacation, holidays, sick leave or any other contractual time off benefits.

30.02 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.

30.03 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 30.01 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 XXXI

GENDER AND PLURAL

31.01 Whenever the 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 XXXII

HEADINGS

32.01 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 XXXIII**LEGISLATIVE APPROVAL**

33.01 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 XXXIV**OBLIGATION TO NEGOTIATE**

34.01 The Employer and the Union acknowledge that during negotiations which precede 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 and that the understandings of that right and opportunity are set forth in this Agreement.

34.02 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 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 either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE XXXV**TOTAL AGREEMENT**

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

ARTICLE XXXVI**CONFORMITY TO LAW**

36.01 This Agreement shall be subject to and subordinated to any present and future Federal and State Laws, along with any applicable Civil Service Rules and Regulations 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 provision.

36.02 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 provision(s) 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.

ARTICLE XXXVII DURATION

37.01 This Agreement shall become effective at 12:01 a.m. on January 1, 2021 and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2021.

ARTICLE XXXVIII DISCIPLINARY PROCEDURE

38.01 This procedure shall apply to all non-probationary employees covered by this Agreement.

38.02 All employees shall have the following rights:

- A. An employee shall be entitled to representation by a Union representative (attorney) 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 the result of the exercise of his rights under this procedure.

38.03 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the Employer's Rules and Regulations and the employee's employment shall be terminated.

38.04 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.

38.05 Where the appointing authority seeks as a penalty the imposition of a suspension without pay, a demotion or removal from service, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested. Oral and written reprimands are not subject to this procedure.

38.06 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.

4. the penalty is imposed concurrent with or subsequent to the predisciplinary hearing decision of the Mayor/Safety Director or designee.

38.07 The Notice of Discipline served on the employee shall be accompanied by written statement that:

1. the employee has a right to object by filing a grievance within five (5) days of receipt of the Notice of Discipline;
2. the Grievance Procedure provides for a hearing by an independent arbitrator as its final step;
3. the employee is entitled to representation by a union representative (attorney) at every step of the proceeding;

38.08 If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provided in paragraph 38.12, until the matter is settled or the arbitrator renders a determination.

38.09 The following administrative procedures shall apply to disciplinary actions:

- A. 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 is encouraged to hold an informal meeting with the employee 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 must be advised before meeting that she/he is entitled to representation by the Union (attorney) during the initial discussion.
- B. If a mutually agreeable settlement is not reached at this informal meeting the appointing authority will, within ten (10) working days, prepare a formal Notice of Discipline and present it to the employee. If no informal meeting is held, the appointing authority may just prepare a Notice of Discipline and present it to the employee. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the right of representation.
- C. Upon receipt of the Notice of Discipline, the employee may

choose to accept the proposed discipline or to appeal by filing a grievance with the appointed authority, pursuant to Step 3 of the Grievance Procedure. The appeal must be filed at Step 3 within five (5) days from receipt of the Notice of Discipline.

38.10 A failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the effected employee and Union. All subsequent appeal rights shall be deemed waived.

38.11 A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have a Union representative (attorney) as a representative or to decline any such representation. A settlement entered into by an employee shall be final and binding on all parties. The Union shall be notified of all settlements.

38.12 An employee may be suspended with pay at any time during the process. A suspension without pay may be imposed concurrent with or subsequent to the decision at Step 3 of the Grievance Procedure.

38.13 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 a Safety Director's inquiry or to appeal any form of disciplinary action (e.g., suspension, demotion or discharge) to any Civil Service Commission.

38.14 Records of disciplinary action shall cease to have force and effect or be considered in future disciplinary matters twelve (12) months after their effective date for counseling and written reprimands, and twenty-four (24) months after their effective date for suspensions of three (3) days or less providing there is no intervening discipline during these time frames. Suspensions of four (4) days or more will not be considered in future disciplinary actions after forty-eight (48) months proving there is no intervening disciplinary action.

ARTICLE XXXIX

GRIEVANCE PROCEDURE

39.01 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 by a person of his own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievance shall be settled, if possible, at the lowest Step of this procedure.

39.02 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 misapplication or misinterpretation of 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.

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

- a) Except at Step 1, all grievances shall include 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 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 effects 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, provided that a copy is submitted to the Police Chief.
- d) The preparation and processing of grievances shall be conducted 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 formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.

- f) The aggrieved party may choose whomever he wishes to represent him at any step of this Grievance Procedure after Step 1.
- g) 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.
- h) The time limits provided herein will be strictly adhered to 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.
- i) 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.

39. 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 the designated Lieutenant of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Lieutenant will schedule an informal meeting with the employee and his Union director, if the director's presence is requested by the employee, within five (5) days of the date of the notice by the employee. The Lieutenant and the employee, along with the employee's director, if his presence is requested by the employee, will discuss the issue 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 supervisor's 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 at Step 2. Copies of the written decision 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.

ARTICLE XL

ARBITRATION PROCEDURE

40.01 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 ten (10) days after the rendering of the decision at Step 3 or a timely default by the Employer at Step 3, the aggrieved party may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to mutually agree upon an arbitrator of their own choosing. If such agreement is not reached, the union shall request from the American Arbitration Association (AAA) a list of seven (7) names. Such list of seven (7) names shall be submitted to the parties and the names will be stricken alternately until one name remains who shall be designated as the arbitrator to hear the grievance in question. Either party shall have the right to reject one list and request a second list of seven (7) names of arbitrators, one of whom shall be selected by the alternate strike method as provided in this section.

40.02 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 an 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.

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

40.04 The hearing(s) shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

40.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party. In the event of a "split award", the fees of the arbitrator will be divided equally between the parties.

40.06 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.

40.07 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.

40.08 Employees who are reasonably necessary to the resolution of the grievance by providing factual information shall attend the arbitration hearing without the necessity of a subpoena and shall be compensated at the rate of one hour straight time their regular hourly wage. Any request made by either party for the attendance of a witness shall be made in good faith at no time shall the number of employees attending unreasonably effect the normal operations of the Department.

ARTICLE XLI **EXECUTION**

41.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day of _____, 2018.

FOR THE UNION:

Fraternal Order of Police,
Lodge No. 15

FOR THE EMPLOYER:

The City of North Royalton, Ohio

Mayor

Finance Director

NOTICE OF DISCIPLINARY ACTION

TO:

FROM:

DATE:

SUBJECT: Proposed Disciplinary Action

 You are hereby notified that the Police Chief (Employer) proposes to take the
following disciplinary action against you:_____

 You have certain rights regarding the appeal of the above proposed disciplinary
action. Please read the attached information regarding these rights.

Police Chief

NOTICE OF ACCEPTANCE OF DISCIPLINARY ACTION

To The Employee:

This form must be returned within five (5) days to the Mayor if you want to appeal the proposed disciplinary action.

_____ I AGREE WITH AND ACCEPT THE PROPOSED DISCIPLINE

_____ I WISH TO APPEAL THE PROPOSED DISCIPLINE FOR THE FOLLOWING

REASONS: _____

(If more space is needed, attach extra sheets of paper)

Signature: _____ Date: _____

Approved: _____ Date: _____

Appointing Authority Signature: _____

EMPLOYEE RIGHTS

You have been served with a Notice of Discipline. Under the labor contract you have rights as listed below. PLEASE READ THESE RIGHTS THOROUGHLY BEFORE YOU AGREE OR DISAGREE WITH ANY PROPOSED DISCIPLINARY ACTION.

If, after reading your rights and discussing the matter with your Union representative, or an attorney at your own expense, you agree to the proposed discipline, you may simply sign this form at the bottom to note your agreement, and return it to your Chief.

If you disagree with the discipline, you should state your reasons in writing in the space provided below, and return this form to the Mayor within 5 days of receipt of the Notice of Discipline.

RIGHTS

1. You are entitled to representation by the Union to represent you at each step of this procedure.
2. You have the right to object to the proposed discipline by filing a disciplinary grievance within 5 days of receipt of the proposed discipline with the Mayor.
3. If you file your objections, the Mayor will schedule a formal meeting within 10 days of receipt of this form to discuss the matter. You may have representation at this meeting.
4. The Mayor will report his/her decision within 15 working days following the close of the hearing.
5. You will have 10 days after receipt of the Mayor's decision in which to appeal the decision pursuant to the Arbitration Procedure.
6. The cost of the arbitrator will be paid by the losing party.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is between the City of North Royalton, hereinafter referred to as the “City” and Fraternal Order Police, Lodge #15, both the Patrol Officers and Sergeants bargaining units, hereinafter collectively referred to as the “Union.”

The parties previously entered into a Memorandum of Understanding (MOU) regarding a potential of 80-hours of emergency paid sick leave under the Families First Coronavirus Relief Act (FFCRA). The MOU had an expiration (sunset) date of December 31, 2020, the same as the federal Act. The federal government has not mandated continuation or extension of FFCRA Emergency Paid Sick Leave (EPSL). In the event the federal government passes legislation requiring or extending the EPSL or some similar benefit, the parties agree they shall enter into discussions for the purpose of adopting a similar benefit in a revised Memorandum of Understanding.

The Parties enter into this Memorandum of Understanding this _____ day of January 2021.

FOR THE FRATERNAL ORDER
POLICE, LODGE #15

FOR THE CITY OF NORTH ROYALTON:

Union Representative

Mayor

ORDINANCE NO. 21-33

INTRODUCED BY: Mayor Antoskiewicz

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 DECLARING AN EMERGENCY

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

WHEREAS: It is necessary to amend Ordinance 15-119 by amending Section 4 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, 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~~

Effective January 1, 2021 employees' monthly contribution for family or individual coverage shall remain at the following rates:

Family: \$220.00

Individual: \$83.00

The Employer's medical exposure shall remain as follows:

Family Plan: \$800.00

Individual Plan: \$500.00

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

Section 3. This Ordinance shall supersede all previously adopted Ordinances in direct conflict herewith.

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 it is immediately necessary to amend Ordinance 15-119 by amending Section 4 to provide for updated benefit information.

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 ESTABLISHING RATES OF COMPENSATION FOR THE CITY OF NORTH ROYALTON NON-UNION EMPLOYEES DURING CALENDAR YEAR 2021, AND DECLARING AN EMERGENCY

WHEREAS: The Administration proposes new rates of compensation for non-union employees not covered by collective bargaining agreements; and

WHEREAS: Council desires to approve these new rates of compensation.

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

Section 1. All full-time non-union employees, including but not limited to: Department Directors, Chief of Fire, Chief of Police, Police Lieutenants, and all other non-union personnel not enumerated herein in active pay status as of January 1, 2021 shall receive a lump sum amount of \$1,000 as a bonus which shall not be computed in any overtime compensation calculation. The lump sum bonus shall be paid by February 26, 2021 to all eligible employees. All active part-time non-union employees who worked 24 or more hours per week in 2020 shall receive a \$500 lump sum bonus. Active part-time non-union employees who worked between 15-23 hours per week in 2020 shall receive a \$250 lump sum bonus. Active part-time non-union employees who worked less than 15 hours per week in 2020 shall receive a \$100 lump sum bonus. In determining hours per week for 2020, the employee's total annual hours in paid status (working or on paid leave) shall be divided by 52 to reach the average per week. Active paid-time non-union employees will be paid by February 26, 2021.

The 2020 wage rates will remain in effect until increased as stated herein:

Effective the first full pay period in July 2021, all employees will receive a wage increase of 1.25% over 2020 rate as more fully reflected in the Wage Schedule as specified in Exhibit A attached hereto.

Section 2. In the event an employee is promoted from one job title to a higher rated job title, the employee shall be paid the rate of pay that is next greater than the rate of pay being received by the employee prior to promotion. The employee will then advance through the various pay raises for the job, if any, on an annual basis.

Section 3. Any employee whose employment is terminated, and who is later rehired shall be paid at the "beginning" as though they are a new employee, unless otherwise classified by the department head, with the exception of the part-time Recreation Department employees. Council provides that wage increases for part-time Recreation Department employees who are rehired for consecutive years shall take effect on the anniversary date of employment.

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 fitting and proper to increase the compensation of the affected 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:

**CITY OF NORTH ROYALTON
Non-Union Wage Schedule**

<u>Classification (Job Title)</u>	1/01/2021 - 7/3/2021			7/4/2021 - 12/31/2021		
	Entry	2nd Year	3rd Year	Entry	2nd Year	3rd Year
<u>Architectural Review Board</u>						
Secretary (part-time)	\$ 17.69	\$ 18.50	\$ 19.27	\$ 17.91	\$ 18.73	\$ 19.51
<u>Board of Zoning Appeals</u>						
Secretary	\$ 17.69	\$ 18.50	\$ 19.27	\$ 17.91	\$ 18.73	\$ 19.51
<u>Building Department</u>						
Building Commissioner	\$ 42.39		\$ 49.45	\$ 42.92		\$ 50.07
Office Manager	\$ 25.30		\$ 28.42	\$ 25.61		\$ 28.77
Inspector - Part-Time	\$ 30.24			\$ 30.62		
Building Official (part-time)	\$ 47.33			\$ 47.92		
<u>City Hall</u>						
Clerical III Floater (part-time)	\$ 20.32	\$ 21.23	\$ 22.04	\$ 20.57	\$ 21.50	\$ 22.31
<u>Council Office</u>						
Confidential Secretary	\$ 21.35	\$ 24.21	\$ 25.30	\$ 21.62	\$ 24.52	\$ 25.61
Administrative Secretary IV	\$ 22.44	\$ 23.32	\$ 24.21	\$ 22.72	\$ 23.61	\$ 24.52
Recording Secretary (part-time)	\$ 17.69	\$ 18.50	\$ 19.27	\$ 17.91	\$ 18.73	\$ 19.51
<u>Finance Department</u>						
Accounting Administrator	\$ 23.68	\$ 24.86	\$ 26.08	\$ 23.98	\$ 25.17	\$ 26.41
Payroll and Accounting Administrator	\$ 23.38	\$ 24.56	\$ 25.78	\$ 23.67	\$ 24.87	\$ 26.10
<u>Fire Department</u>						
Fire Safety Inspector (part-time)	\$ 26.27			\$ 26.59		
Summer Help Laborer (part-time)	\$ 12.34			\$ 12.50		
<u>Law Department</u>						
Assistant Law Director	\$ 47.42	<i>not to exceed</i>	\$ 55.33	\$ 48.02		\$ 56.02
Human Resources Specialist/Civil Service (part-time)	\$ 27.96		\$ 31.17	\$ 28.31		\$ 31.56
Confidential Secretary- (part time)	\$ 21.35	\$ 24.21	\$ 25.42	\$ 21.62	\$ 24.52	\$ 25.74
Paralegal (part time)	\$ 21.35	\$ 24.21	\$ 25.42	\$ 21.62	\$ 24.51	\$ 25.74
<u>Mayor's Office</u>						
Executive Assistant/Civil Service Secretary	\$ 24.21	<i>not to exceed</i>	\$ 26.72	\$ 24.51	<i>not to exceed</i>	\$ 27.05
Deputy Clerk of Court	\$ 21.35		\$ 31.17	\$ 21.62		\$ 31.56
Confidential Secretary	\$ 21.35	\$ 24.21	\$ 25.30	\$ 21.62	\$ 24.52	\$ 25.61
Administrative Secretary IV	\$ 22.44	\$ 23.32	\$ 24.21	\$ 22.72	\$ 23.61	\$ 24.52
Clerical III	\$ 20.32	\$ 21.23	\$ 22.03	\$ 20.57	\$ 21.50	\$ 22.31
Clerical II	\$ 18.46	\$ 19.34	\$ 20.18	\$ 18.69	\$ 19.58	\$ 20.43
Clerical I	\$ 16.31	\$ 17.19	\$ 18.06	\$ 16.51	\$ 17.41	\$ 18.29
Custodial (part-time)	\$ 19.20			\$ 19.44		
Clerk of Court	\$ 25.30	\$ 26.80	\$ 28.42	\$ 25.61	\$ 27.14	\$ 28.77
<u>Office on Aging</u>						
Director (part time)	\$ 29.86	<i>not to exceed</i>	\$ 35.20	\$ 30.23		\$ 35.64
Senior Center Manager/Outreach Specialist	\$ 21.06	\$ 23.57	\$ 25.62	\$ 21.32	\$ 23.87	\$ 25.94
Bus Driver (part-time)	\$ 11.91	\$ 12.39	\$ 12.91	\$ 12.06	\$ 12.55	\$ 13.08
<u>Police/Fire Department</u>						
Confidential Secretary	\$ 21.35	\$ 24.21	\$ 25.30	\$ 21.62	\$ 24.52	\$ 25.61

CITY OF NORTH ROYALTON
Non-Union Wage Schedule

<u>Classification (Job Title)</u>	1/01/2021 - 7/3/2021			7/4/2021 - 12/31/2021		
IT Systems Administrator/LAN Manager	\$ 42.39	not to exceed	\$ 49.45	\$ 42.92		\$ 50.07
IT Systems Network Technician	\$ 25.00	\$ 27.00	\$ 30.00	\$ 25.31	\$ 27.34	\$ 30.38
<u>Recreation Department</u>						
Summer Help Laborer (part-time)	\$ 12.34			\$ 12.50		\$ -
Laborer (part-time)	\$ 13.39	\$ 13.91	\$ 14.39	\$ 13.56	\$ 14.08	\$ 14.57
Tractor/Truck Operator (part-time)	\$ 15.92			\$ 16.12		
<u>Service Department</u>						
Service Superintendent	\$ 42.39	<i>not to exceed</i>	\$ 49.45	\$ 42.92	<i>not to exceed</i>	\$ 50.07
Stormwater Supervisor	\$ 42.39	<i>not to exceed</i>	\$ 49.45	\$ 42.92	<i>not to exceed</i>	\$ 50.07
Summer Help Laborer (part-time)	\$ 12.34			\$ 12.50		\$ -
Laborer (part-time)	\$ 15.22			\$ 15.41		\$ -
				\$ -		\$ -
				\$ -		\$ -
<u>Wastewater Department</u>						
Assistant Superintendent - Operations	\$ 42.39	<i>not to exceed</i>	\$ 49.45	\$ 42.92	<i>not to exceed</i>	\$ 50.07
Assistant Superintendent - Maintenance	\$ 42.39	<i>not to exceed</i>	\$ 49.45	\$ 42.92	<i>not to exceed</i>	\$ 50.07
Project Manager, temporary part time	\$ 42.66	<i>not to exceed</i>	\$ 47.99	\$ 43.19	<i>not to exceed</i>	\$ 48.59
				\$ -		
				\$ -		
<u>Miscellaneous</u>						
Clerical I (part-time)	\$ 16.31			\$ 16.52		
Laborer (part-time/city-wide)	\$ 13.39			\$ 13.56		
Summer Help Laborer (city wide)	\$ 12.34			\$ 12.50		
Casual Help	\$ 9.84			\$ 9.97		