

# October 2021

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

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

**NORTH ROYALTON CITY COUNCIL  
A G E N D A  
OCTOBER 5, 2021**

7:00 p.m. Caucus

Council Meeting 7:00 p.m.

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**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: September 21, 2021
  - b. Receipt and acknowledgement without objection to Ohio Dept. of Liquor Control request for a new D1, D2 and D3 permit for Casa Bonita Food, LLC 11204 Royalton Road, North Royalton, Ohio 44133.
  - 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

**THIRD READING CONSIDERATION**

1. **21-78 - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART 2 ADMINISTRATION, CHAPTER 212 PUBLIC MEETINGS, SECTION 212.03 OPEN MEETINGS REQUIRED; MINUTES, AND DECLARING AN EMERGENCY. First reading April 20, 2021. Second reading May 4, 2021.**
2. **21-143 - AN ORDINANCE AMENDING ORDINANCE 10-103, STAFFING AND CLASSIFICATION PLAN FOR THE VARIOUS DEPARTMENTS OF THE CITY OF NORTH ROYALTON, SECTION 9 RECREATION DEPARTMENT, AND DECLARING AN EMERGENCY. First reading September 7, 2021 and referred to Finance Committee. Second reading September 21, 2021.**

3. **21-144** - AN ORDINANCE AMENDING ORDINANCE 10-103, STAFFING AND CLASSIFICATION PLAN FOR THE VARIOUS DEPARTMENTS OF THE CITY OF NORTH ROYALTON, SECTION 10 PUBLIC SERVICE DEPARTMENT, AND DECLARING AN EMERGENCY. **First reading September 7, 2021 and referred to Finance Committee. Second reading September 21, 2021.**
4. **21-145** - AN ORDINANCE AMENDING ORDINANCE 21-34 ESTABLISHING RATES OF COMPENSATION FOR THE CITY OF NORTH ROYALTON NON-UNION EMPLOYEES DURING CALENDAR YEAR 2021, AND DECLARING AN EMERGENCY. **First reading September 7, 2021 and referred to Finance Committee. Second reading September 21, 2021.**

#### **SECOND READING CONSIDERATION**

1. **21-148** - AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT TO TRI NORWOOD HOLDINGS, LLC TO PERMIT A BANK OF AMERICA DRIVE UP ATM SERVICE FOR TRADITIONAL BANKING AND FINANCIAL SERVICES, TO BE LOCATED AT 5389 ROYALTON ROAD, PPN 487-10-011, TOWN CENTER DISTRICT ZONING (TCD), AND DECLARING AN EMERGENCY. **First reading September 21, 2021.**
2. **21-149** - AN ORDINANCE AMENDING THE ORIGINAL APPROPRIATION ORDINANCE 20-134 AS AMENDED BY ORDINANCE 21-73, 21-88 AND 21-117 FOR THE FISCAL YEAR ENDING DECEMBER 31, 2021 BY TRANSFERRING APPROPRIATIONS AND MAKING ADDITIONAL APPROPRIATIONS, AND DECLARING AN EMERGENCY. **First reading September 21, 2021.**
3. **21-150** - AN ORDINANCE ACCEPTING THE BID OF F. BUDDIE CONTRACTING LTD FOR THE MEMORIAL PARK BRIDGE AND SHELTER REPLACEMENT FOR AN AMOUNT NOT TO EXCEED \$274,753.60 AS THE LOWEST AND BEST BID, AND DECLARING AN EMERGENCY. **First reading September 21, 2021.**
4. **21-151** - AN ORDINANCE AUTHORIZING ADOPTION OF A NORTH ROYALTON STOREFRONT PROGRAM (NRSP), AND DECLARING AN EMERGENCY. **First reading September 21, 2021.**
5. **21-152** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON PART 12 PLANNING AND ZONING CODE, CHAPTER 1220 PLANNING COMMISSION SECTION 1220.14 SECRETARY, AND DECLARING AN EMERGENCY. **First reading September 21, 2021.**
6. **21-153** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON PART 12 PLANNING AND ZONING CODE, CHAPTER 1264 BOARD OF ZONING APPEALS, SECTION 1264.08 REASONS FOR GRANTING VARIANCES AND SECTION 1264.13 SECRETARY, AND DECLARING AN EMERGENCY. **First reading September 21, 2021.**
7. **21-154** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON PART 12 PLANNING AND ZONING CODE, CHAPTER 1266 ZONING, SECTION 1266.04 PUBLIC HEARINGS; NOTICES, AND DECLARING AN EMERGENCY. **First reading September 21, 2021.**

#### **FIRST READING CONSIDERATION**

- \* 1. **21-155** - A RESOLUTION ACKNOWLEDGING THE COMMUNITY SERVICE OF JAMES IMARS.
- \* 2. **21-156** - A RESOLUTION CONFIRMING THE MAYOR'S APPOINTMENT OF CHARLES REDRUP, JR. TO THE POSITION OF POLICE LIEUTENANT IN THE CITY OF NORTH ROYALTON POLICE DEPARTMENT, AND DECLARING AN EMERGENCY.
3. **21-157** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A TWO YEAR CONTRACT WITH THE GENERAL HEALTH DISTRICT OF CUYAHOGA COUNTY PROVIDING HEALTH SERVICES FOR YEARS 2022 AND 2023 FOR THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY.
4. **21-158** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A GRANT AGREEMENT BETWEEN CHAGRIN RIVER WATERSHED PARTNERS AND THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY.

5.     **21-159** - A RESOLUTION DECLARING THE NECESSITY OF APPROPRIATION OF REAL PROPERTY FOR THE PUBLIC PURPOSE OF STORMWATER MANAGEMENT, PERMANENT PARCEL NUMBER 481-12-006, AND DECLARING AN EMERGENCY.
6.     **21-160** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, OHIO COUNCIL 8, LOCAL 3410 (AFSCME), AND DECLARING AN EMERGENCY.
13.    Miscellaneous.
14.    Adjournment.

RESOLUTION NO. 21-155

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

## A RESOLUTION ACKNOWLEDGING THE COMMUNITY SERVICE OF JAMES IMARS

**WHEREAS:** James K. Imars was appointed to the position of Patrol Officer for the North Royalton Police Department on December 18, 1995 and served in this position until his retirement on August 31, 2021; and

WHEREAS: Jim was conscientious as an officer and willing to serve his fellow officers as their union representative which he did over the years of his tenure; and

**WHEREAS:** The Council and the Mayor of the City of North Royalton wish to acknowledge Patrolman Imars for his community service.

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 and the Mayor of the City of North Royalton hereby acknowledge the community service of James Imars.

Section 2. Council further recognizes the professionalism and dedication that Mr. Imars has demonstrated through his work for the City of North Royalton and through his willingness and desire to better serve the community.

Section 3. The Director of Legislative Services is authorized and directed to forward a copy of this Resolution to James Imars in recognition of his many years of service to the community.

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. 21-156

INTRODUCED BY: Mayor Antoskiewicz

A RESOLUTION CONFIRMING THE MAYOR’S APPOINTMENT OF CHARLES REDRUP, JR. TO THE  
POSITION OF POLICE LIEUTENANT IN THE CITY OF NORTH ROYALTON  
POLICE DEPARTMENT, AND DECLARING AN EMERGENCY

**WHEREAS:** The Mayor has appointed Charles R. Redrup, Jr. to the position of Police Lieutenant in the City of North Royalton Police Department; and

**WHEREAS:** Council confirms various appointments made by the Mayor; and

WHEREAS: It is necessary to keep an accurate record of these various appointments as to individuals appointed and their term of office.

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

Section 1. Council hereby confirms the appointment of Charles R. Redrup, Jr. to the position of Police Lieutenant in the City of North Royalton Police Department, effective September 26, 2021.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 3. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to keep accurate public records as to the various appointments made by the Mayor and the date of said appointment.

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

\_\_\_\_\_  
PRESIDENT OF COUNCIL

APPROVED: \_\_\_\_\_  
MAYOR

DATE PASSED: \_\_\_\_\_ DATE APPROVED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

ORDINANCE NO. 21-157

INTRODUCED BY: Mayor Antoskiewicz  
Co-Sponsor: Marnecheck

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A TWO YEAR  
CONTRACT WITH THE GENERAL HEALTH DISTRICT OF CUYAHOGA COUNTY  
PROVIDING HEALTH SERVICES FOR YEARS 2022 AND 2023 FOR THE CITY OF NORTH  
ROYALTON, AND DECLARING AN EMERGENCY

**WHEREAS:** The City of North Royalton desires to enter into a contract for public health services with the General Health District of Cuyahoga County for years 2022 and 2023.

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 of the City of North Royalton is hereby authorized and directed to enter into a two year contract, in substantially the same form as a copy of which is attached hereto as Exhibit A, with the General Health District of Cuyahoga County providing health services to the people of the City of North Royalton for years 2022 and 2023.

Section 2. There is hereby appropriated the sum of \$187,932.00 for 2022, same to be charged to the General Fund but actually to be deducted by the County Auditor from the regular tax settlement for the City of North Royalton for the year 2022 in equal semi-annual installments of \$93,966.00.

Section 3. There is hereby appropriated the sum of \$206,725.00 for 2023, same to be charged to the General Fund but actually to be deducted by the County Auditor from the regular tax settlement for the City of North Royalton for the year 2023 in equal semi-annual installments of \$103,362.50.

**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 said contract must be properly executed and returned prior to its effective date of January 1, 2022.

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:

# **PUBLIC HEALTH SERVICES AGREEMENT**

(City with a General Health District - Authority--Sec. 3709.08 O.R.C.)

This Agreement is entered into on the **1<sup>st</sup> day of January, 2022** ("Effective Date") by and between the **Cuyahoga County Board of Health** (the "Board"), a separate political subdivision of the State of Ohio organized under the Constitution and Laws of the State of Ohio, and the **City of North Royalton**, a political subdivision, with its principal office located at 14600 State Road, North Royalton, Ohio 44133 (the "City"), for and in consideration of the promises, covenants, and conditions hereinafter set forth.

WHEREAS, Cuyahoga County General Health District is a general health district as defined under Ohio Revised Code (ORC) Section 3709.01 and is endowed with all of the statutory and other authority granted to it by reason of the Ohio Statutes as amended from time to time by the State Legislature; and

WHEREAS, the City has continued to have a city public health district as required by Ohio law; and

WHEREAS, pursuant to ORC Section 3709.01, each city in the State constitutes a health district and each county is a "general health district," and as provided for in ORC Sections 3709.051, 3709.07, and 3709.10, there may be a union of a general health district and a city health district; and

WHEREAS, ORC Section 3709.08 authorizes cities and villages in Cuyahoga County to enter into an Agreement with the Cuyahoga County General Health District on certain terms and conditions; and

WHEREAS, the District Advisory Council of the Cuyahoga County General Health District, created by ORC 3709.03, after giving due notice by publication as required by law, held a public meeting on March 9, 2021 at which by a majority vote of members representing the townships and villages of said county, did vote affirmatively on the question of providing public health services to the cities in Cuyahoga County, and did authorize the Chairman of the District Advisory Council to enter into an Agreement with the Mayor of the City for providing public health services therein; and

WHEREAS, the Board is engaged in the governance of providing public health services as described in this Agreement, has the knowledge, skill, and resources to provide such services, and desires to perform such services for or on behalf of the Board for City; and

WHEREAS, the City is willing to enter into an Agreement with the Board to provide such services in accordance with the terms and conditions of Ohio law and this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

**1. EFFECTIVE DATE, TERM AND TERMINATION.**

- (a) **Effective Date, Term.** This Agreement shall commence on the Effective Date first stated above and shall continue through **December 31, 2023**, unless earlier terminated pursuant to Section 1(b).
- (b) **Termination.** This Agreement may be terminated upon the occurrence of one of the following events:
  - (i) Failure for any reason of the either party to fulfill its obligations under this Agreement, after written notice is provided by the non-breaching party of such failure providing at least ninety (90) days for the breaching party to correct any such failure, and if such failure is not corrected within said period, the non-breaching party may give written notice of immediate termination;



- (ii) Upon nine (9) months written notice, or on or before April 1 of the year prior to termination by either party for any reason.

## **2. THE SERVICES.**

- (a) **Scope of Services.** Subject to the terms and conditions contained in this Agreement and its exhibits, the Board will provide to the City and, as applicable, to all persons receiving the direct services provided for herein, the Services that are set forth and described in the Scope of Work (SOW) attached as **Exhibit A**, which Exhibit is incorporated herein.
- (b) Unless otherwise agreed by the Parties in writing, all transactions for Services through Board will be provided in accordance with the provisions of Ohio law and/or this Agreement, including any revisions of the same, as both Parties may from time to time execute to document the addition, revision, or enhancement of Services.
- (c) **Standard of Performance of Services.** The Board will devote such time and will use its best efforts as necessary to perform the Services in a professional manner that: (i) is consistent with the standards of its industry and in a good and workmanlike manner, and (ii) utilizes the care, skill, and diligence normally applied by other similar boards of health in the performance of services similar to the Services.
- (d) The City shall provide suitable space for the Board employees who make regular visits to the City on a daily or weekly basis.

## **3. PAYMENT.**

- (a) **Compensation.** Compensation is based on the ten (10) year census population estimate for the City and a per capita rate established by the Board. The per capita rate is the same rate applied to all Villages, Townships in the general health district as well as for all cities that enter into a Public Health Services Agreement with the Board. The most recent ten (10) year census for population in the City dated September, 2021 is 31,322 residents. The current per capita rate established by the Board is \$6.00 per capita for calendar year 2022 and \$6.60 per capita for calendar year 2023. The total amount due based on the per capita rate will be One Hundred Eighty Seven Thousand Nine Hundred Thirty Two Dollars and No Cents (\$187,932.00) for calendar year 2022 and be Two Hundred Six Thousand Seven Hundred Twenty Five Dollars and No Cents (\$206,725.00) for calendar year 2023. The Board reserves the right to change its per capita rate, as considered on an annual basis, based on current economic conditions and public health needs. In the event that the Board votes to make a change in the per capita rate, said change shall be limited to annual rates effective on January 1 for the following calendar year. The Board shall provide notice of the change in the per capita rate for the coming calendar year on or before October 31st of the current calendar year.
- (b) In consideration for the health services described in Exhibit A, which will be provided by the Board to and within the City, the City shall pay to the Board the total annual sum of One Hundred Eighty Seven Thousand Nine Hundred Thirty Two Dollars and No Cents **(\$187,932.00)** for calendar year 2022 and the total annual sum of Two Hundred Six Thousand Seven Hundred Twenty Five Dollars and No Cents **(\$206,725.00)** for calendar year 2023. The City hereby directs the Fiscal Officer of Cuyahoga County to place to the credit of the Board and the Fiscal Office of Cuyahoga County is hereby authorized and directed to deduct the sum stated above in equal, semi-annual installments of Ninety Three Thousand Nine Hundred Sixty Six Dollars and No Cents **(\$93,966.00)** from the regular property tax settlement to be made for said City for calendar year 2022 and One Hundred Three Thousand Three Hundred Sixty Two Dollars and Fifty Cents **(\$103,362.50)** from the regular property tax settlement to be made for said City for calendar year 2023.

#### **4. RECORDS.**

- (a) The Board shall maintain copies of all records created or received by the Board in the performance of the work under this Agreement as required by Ohio's public records law. Any records created or received as a part of this Agreement shall be made available to the City upon request subject to exceptions listed below.
- (b) Any non-private health information in confidential records or information in the records created by the Board or that come into the possession of the Board under this Agreement shall, if provided to the City, be kept confidential by the City.
- (c) The Board is prohibited by State and Federal law from sharing protected health information and said records will not be shared with the City unless there is compliance with the proper method for release of said information.

#### **5. REPORTS.**

The Board shall provide semi-annual written reports to the City regarding the work conducted and services provided on behalf of the City under this Agreement. Such Reports shall be in a form as is provided to all political subdivisions for which the Board provides Agreement services.

#### **6. NO ASSIGNMENT, TRANSFER, OR SUBAGREEMENT.**

In performing the services specified under the terms of this Agreement, the Board shall not assign, transfer, or delegate any of the work or services, nor subcontract the work out to any other entity, nor shall any subcontractor commence performance of any part of the work or services included in this Agreement, unless such subcontracting is specified in this Agreement or its Exhibits, or unless prior written consent is provided by the City.

#### **7. INDEPENDENT AGREEMENTOR.**

- (a) The Board hereby acknowledges that it is an independent contractor and neither it nor its employees or agents are employees of the City. The Board shall be responsible for the payment or withholding of any federal, state or local taxes, including, but not limited to, income, unemployment, and workers' compensation for its employees, and the City will not provide, or contribute to any plan which provides for benefits, including but not limited to unemployment insurance, workers' compensation, retirement benefits, liability insurance or health insurance. All individuals employed by the Board provide personal services to the City are not public employees of the City under Ohio state law.
- (b) No agency, employment, joint venture or partnership has been or will be created between the parties pursuant to the terms and conditions of this Agreement. Inasmuch as the City is interested in the Board's end product, the City does not control the manner in which the Board performs this Agreement.

#### **8. NOTICES.**

All notices, invoices and correspondence which may be necessary or proper for either party shall be addressed as follows:

**TO THE BOARD:**

Cuyahoga County Board of Health  
Attention: Terry Allan, Health Commissioner  
5550 Venture Drive  
Parma Ohio 44130

**TO THE CITY:**

City of North Royalton  
Attention: Mayor Larry Antokiewicz  
14600 State Road  
North Royalton, Ohio 44133

And

City of North Royalton  
Attention: Director of Law  
14600 State Road  
North Royalton, Ohio 44133

**9. EFFECT OF ELECTRONIC SIGNATURE**

By entering into this Agreement, the parties agree that this transaction may be conducted by electronic means, including, without limitation, that all documents requiring signatures by the parties may be executed by electronic means, and that the electronic signatures affixed by the authorized representatives of the parties shall have the same legal effect as if the signatures were manually affixed to a paper version of the documents. The parties also agree to be bound by the provisions of Chapter 1306 of the Ohio Revised Code as it pertains to electronic transactions.

**10. APPLICABLE LAW AND VENUE**

Any and all matters of dispute between the Parties to this Agreement whether arising from the Agreement itself or arising from alleged extra contractual facts prior to, during, or subsequent to the Agreement, including without limitation, fraud, misrepresentation, negligence, or any other alleged tort or violation of the Agreement, will be governed by, construed, and enforced in accordance with the Laws of the State of Ohio, without regard to the conflict of laws or the legal theory upon which such matter is asserted.

**11. SEVERABILITY.**

If any provision hereof shall be determined to be invalid or unenforceable, such determination shall not affect the validity of the other provisions of this Agreement. Moreover, any provisions that should survive the expiration or termination will survive the expiration or termination of this Agreement.

**12. AMENDMENT**

This Agreement shall not be modified except by the express written consent by both parties hereto.

**13. WAIVER.**

Waiver by either party or the failure by either party to claim a breach of any provision of this Agreement shall not be deemed to constitute a waiver or estoppel with respect to any subsequent breach of any provision hereof.

**14. FORCE MAJEURE.**

Neither party shall be liable for any delay or failure to perform any duty or obligation it may have pursuant to this Agreement where such delay or failure has been occasioned by any act of God, fire, strike, inevitable accident, war or any cause outside the party's reasonable control.

**15. COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one Agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

**16. ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement of the parties with respect to its subject matter, and supersedes all prior and contemporaneous agreements, representations or understandings, whether written or oral, as to the same.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representative to be effective as of the Effective Date as specified in Section 1 of this Agreement.

**FOR THE BOARD:**

Approved as to form.  
Cuyahoga County Board of Health  
Office of General Counsel

\_\_\_\_\_  
Mayor David Smith, President District  
Advisory Council

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR THE CITY:**

Approved as to form.

\_\_\_\_\_  
Mayor Larry Antokiewicz

By: \_\_\_\_\_  
Director of Law

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### SCOPE OF WORK

The General Health District of Cuyahoga County, Ohio, hereby agrees to provide health services for the **City of North Royalton** for the calendar years 2022 and 2023 as set forth below ("Services").

- The Board shall have full authority to be and act as the public health authority for the City.
- The Services described in the schedule listed below in this Exhibit will be provided by the District Board of Health of Cuyahoga County ("Board") to the City.
- The Services will include all necessary medical, nursing, sanitary, laboratory and such other health services as are required by the Statutes of the State of Ohio.
- Air pollution enforcement services, as described in Chapter 3704 of the Ohio Revised Code ("ORC"), will be conducted through the designated agent, the Cleveland Division of Air Pollution Control, not by the Board. This authorization is contingent upon renewal of the Agreement between the Ohio EPA and the City of Cleveland and satisfactory performance of the Agreement terms and conditions regarding air pollution control in Cuyahoga County. The Board of Health reserves the right to alter, modify or amend this Agreement provision with notice to the City.
- The following specific services shall be a part of the Services provided under this Agreement:

#### List of Functions, Programs and Services

<b>Animal Control and Shelter:</b>
Rabies Surveillance – Animal bite follow up
<b>Environmental Health - State Programs:</b>
Food Service Operation Licensing/ Inspection/Education
Retail Food Establishment Licensing & Inspection.
School Facilities Inspection
Smoke Free Workplace Enforcement
Public Swimming Pool & Spa Licensing & Inspection
Tattoo & Body Piercing Enforcement
Temporary Park Camp Licensing/Inspection/Enforcement
Clean Indoor Air Regulation - complaint based response
Home Day Care Inspections - USDA Inspections Only/Fee for Service
Nuisance & Vector Control
Residential Housing/Commercial Building Inspection - complaint based response
Solid Waste Enforcement
West Nile Virus Prevention/Mosquito Control
Animal Venue Licensing/Inspection/Enforcement
<b>Emergency Preparedness:</b>
Public Health Emergency Preparedness (PHEP)
Planning and Cities' Readiness Initiative activities
Emergency Management Committee - participation

Development of Local Emergency Response Plan - participation
Community Outreach and Education
Northeast Ohio Regional Public Health Partnership - participation
<b>Epidemiology, Surveillance, Investigation Services:</b>
Reportable Infectious Disease investigation and follow-up (excluding HIV/AIDS; STD; TB)
Disease Outbreak Management
Regional Infection Control Committee – participation
NEO Regional. Epidemiology Response Team – participation
Nursing Services:
<b>Health Promotion:</b>
First Aid/Communicable disease classes – fee for service
Cleveland Safe Kids Coalition - participation
<b>Immunization Program:</b>
Childhood and Adult Vaccine Administration Services - Fee for Service. Most insurance accepted, by appointment. Charges may be waived for inability to pay.
Seasonal Influenza vaccine clinics - Fee for Service, most insurance accepted.
Immunize Ohio- participation
<b>Jail Inmate Health Services:</b>
Jail Inspection - provided once annually
<b>Lead Poisoning Prevention:</b>
Pediatric blood lead testing - Fee for Service. Charges may be waived for inability to pay
Case management
Environmental Assessment - Limited fee for service
Community Education and Outreach
Greater Cleveland Healthy Homes Advisory Council
<b>Occupational Health:</b>
Immunizations and Tuberculosis screenings - Fee for Service
Bureau for Children with Medical Handicaps (BCMh) Public Health Nursing Services
<b>Administrative Services:</b>
Administration
Grant Writing & Management
Budget
Records Management
Accounts Payable, Accounts Receivable
Data Entry & Program Management
Reports - Financial & Statistical
Payroll

The Board maintains a range of grant funded programs for citizens throughout the County who are income qualified.

**THE BOARD RESERVES THE RIGHT TO AMEND THIS EXHIBIT AT ANYTIME PRIOR TO AUTHORIZATION OF THE CITY COUNCIL AND THE BOARD OF HEALTH ANNUALLY.**

ORDINANCE NO. 21-158

INTRODUCED BY: Mayor Antoskiewicz\  
Co-Sponsor: Marnecheck

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A GRANT AGREEMENT  
BETWEEN CHAGRIN RIVER WATERSHED PARTNERS AND THE CITY OF NORTH  
ROYALTON, AND DECLARING AN EMERGENCY

- WHEREAS: In 2020, Cuyahoga Soil and Water Conservation District (SWCD) partnered with Chagrin River Watershed Partners, Rocky River Watershed Council and others on a grant application to the US Forest Service for streamside reforestation projects through northeast Ohio; and
- WHEREAS: The grant has been awarded funding and one of the sites is in North Royalton at the southwest corner of the intersection of Sprague and Abbey where homes had been demolished due to repetitive flooding; and
- WHEREAS: Under this grant the following improvements will be performed: 60 trees/shrubs installed by a contractor hired by Chagrin River Watershed Partners to includes mulch, deer protection, invasive species removal and initial watering; planting of 380 live stakes by volunteers managed by Cuyahoga SWCD and Rocky River Watershed Council; Cuyahoga SWCD/RRWC will also provide ongoing monitoring/minor maintenance activities; and
- WHEREAS: Council therefore desires to authorize the Mayor to enter into this grant agreement between Chagrin River Watershed Partners and the City of North Royalton.

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 Mayor to enter into a grant agreement between Chagrin River Watershed Partners (CRWP) and the City of North Royalton 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. 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 authorize the Mayor to enter into a grant agreement between Chagrin River Watershed Partners and the City of North Royalton to allow for the improvements to proceed as soon as possible for the environmentally positive impacts to be obtained thereby.
- 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:



May 25, 2021

## CONTRACT AGREEMENT

### *Great Lakes Restoration Initiative: Planting Trees to Reduce Runoff – Central Lake Erie*

**Project Contact, Address & Telephone:**

Jared Bartley, Senior Program Manager, 3311 Perkins Ave #100, Cleveland, OH, 44114. (216) 524-6580\*1003

**CRWP Project Contact, Address & Telephone:**

Kristen Hebebrand PO Box 229 Willoughby, Ohio 44096-0229 (440) 975-3870\*1004.

**Contract Period:**

April 1, 2021 – September 30, 2022

## SECTION A: PURPOSE AND BACKGROUND

The purpose of this contract is to formalize the relationship between the Chagrin River Watershed Partners, Inc. (hereafter referred to as CRWP) and the City of North Royalton (hereafter referred to as North Royalton) regarding the administration of the USDA, Forest Service Northeastern Area, State and Private Forestry (hereafter referred to as USFS) Great Lakes Restoration Initiative grant reporting for the Great Lakes Restoration Initiative: Chagrin and Cuyahoga River Watershed Tree Plantings project (hereafter referred to as the Project).

The parties to this contract hereby recognize the following background to this contract:

1. CRWP is a non-profit corporation formed by communities in the Chagrin River watershed to assist those communities to address current, and minimize new, flooding, erosion, and water quality problems through better planning, zoning, and land use controls and practices.
2. CRWP has acquired a Great Lakes Restoration Initiative grant for the Project from the USFS (hereinafter referred to as the Grant). This Grant agreement is Exhibit A to this agreement.
3. The Project includes planting of 2,620 native tree and shrubs across 7 sites covering approximately 19.5 acres to intercept 579,012.035 gallons of rainfall yearly in Ohio's Central Lake Erie Basin Watershed. These native trees and shrubs will be planted along approximately 4,760 linear feet of stream throughout 6 communities and 5 watersheds. These plantings will be across the following HUC-12 watersheds: Baldwin Creek-East Branch Rocky River, Doan Brook-Frontal Lake Erie, Euclid Creek, Griswold Creek-Chagrin River, and Marsh Creek. The Project is a partnership of the following members of the Central Lake Erie Basin Collaborative: CRWP, Cuyahoga Soil and Water Conservation District (CSWCD), Doan Brook Watershed Partnership (DBWP), Friends of Euclid Creek, Lake County Soil and Water Conservation District (LSWCD), and Rocky River Watershed Council. The landowners and land managing partners of this Project include the City of Richmond Heights, the City of Lyndhurst, the City of North Royalton, Nature Center at Shaker Lakes, Mayfield Village, and the City of Mentor. CRWP will hire one restoration contractor to perform the restoration activities at all these sites. This project will include and shrub plantings at the following 7 publicly-owned sites:
  - a. 295 trees and 800 livestakes at the Nature Center at Shaker Lakes in the City of Cleveland, Cuyahoga County (41.485364, -81.574620).





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- b. 60 trees and shrubs and 380 livestakes at the Sprague-Abbey site in the City of North Royalton, Cuyahoga County (41.350269, -81.776793).
  - c. 715 trees and shrubs at a Mayfield Village site, Cuyahoga County (41.534331, -81.431289).
  - d. 100 trees and shrubs at 3 public parcels in the City of Lyndhurst, Cuyahoga County (Ridgebury Road (Parcel 71107018), Kneale Drive (Parcel 71208004), Richmond Road (Parcel 71109004)).
  - e. 45 trees and shrubs at Claribel Creek and Community Park in the City of Richmond Heights, Cuyahoga County (41.552924, -81.494489).
  - f. 200 trees and shrubs at the City of Mentor's Springbrook Park, Lake County (41.6867, -81.3042) and 25 trees and shrubs at the City of Mentor's Civic Center, Lake County (41.6972, -81.3336).
4. CRWP's selected subcontractor will install 60 – 3-gallon container native trees/shrubs with mulch and deer protection, 0.77 acres of invasive vegetation removal, initial site watering, and some post installation maintenance for North Royalton as part of this Project. The subcontractor will also furnish 380 livestakes for this site to be planted by volunteers.

## **SECTION B: NORTH ROYALTON COMMITMENTS**

Under this contract, North Royalton agrees to the following:

1. Include CRWP in presentations related to the Project and provide CRWP with any supporting material necessary to fulfill Project commitments.
2. Review CRWP and CRWP's subcontractor documents associated with the Project.
3. Provide construction oversight of restoration work completed at North Royalton's planting sites in partnership with CRWP.
4. North Royalton will allow for CRWP and Cuyahoga Soil and Water Conservation District to coordinate a volunteer planting of 380 livestakes at this site to provide \$267.00 of in-kind match. Cuyahoga Soil and Water Conservation District is also providing \$1,634.00 of cash match to furnish the livestakes for the volunteer planting.
5. North Royalton will be responsible to follow the Tree Planting and Maintenance Plan (Exhibit B) for the plantings installed at their sites.
6. Agree to be subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400, and follow the regulations found in 2 CFR 200.330 through .332. This agreement shall be subject to the requirements of the grant contract between USFS and CRWP (Exhibit A) under the Great Lakes Restoration Initiative.
7. North Royalton certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.



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## **SECTION C: CRWP COMMITMENTS**

Under this contract, CRWP agrees to the following:

1. Administer the Grant through report preparation with information provided by North Royalton.
2. Draft a Request for Proposals for riparian restoration practices for this project.
3. Lead scoring of received proposals and the selection of contractor in coordination with North Royalton and all Project partners.
4. Conduct education and outreach for the Project in partnership with North Royalton.
5. Review bid and construction documents associated with the Project to ensure riparian stream restoration practices are approved by USFS.
6. Assist with construction oversight in consultation with North Royalton.
7. CRWP will use \$500 of the cash match funds and \$500 of grant funds to furnish one educational sign. This signage is to be designed and ordered by CRWP. CRWP will receive partner and USFS approval prior to ordering signage.
8. Agree to be subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400, and follow the regulations found in 2 CFR 200.330 through .332.

## **SECTION D: SPECIFIC PROGRAM REQUIREMENTS**

1. Each party to this agreement and its employees shall be solely responsible to defend itself against any claim, demand, or cause of action arising out of the negligent act, error, or omission of that party, servants, or employees in the performance of services under this contract.
2. Each party must comply with all laws and be responsible for all effects or actions resulting from its performance under this contract.
3. This contract shall reference the requirements of the grant contract between USFS and CRWP (Exhibit A) under the Great Lakes Restoration Initiative.



*May 25, 2021*

## **SECTION F: GENERAL TERMS AND CONDITIONS**

1. North Royalton and CRWP may modify this contract by mutual written agreement.
2. All press releases or other public notices supported in whole or in part by this contract shall credit the funding program as directed in the USDA Supplemental 2 CFR 415.2 and be reviewed by CRWP.
3. If North Royalton and/or CRWP fail to perform its obligations under this contract and do not cure such non-performance within thirty (30) days after receipt of written notice of such non-performance, the party that asserted the non-performance may terminate this contract or determine that such failure does not warrant termination. In either case, CRWP may require North Royalton to provide cash or in-kind match proportional to the value of any work performed at North Royalton's project site in accordance with this contract up until the termination of this contract.
4. **INSURANCE.** North Royalton shall obtain insurance in accordance with the minimum requirements of this Agreement, as set forth below:
  - a. **GENERAL LIABILITY.** North Royalton shall carry comprehensive general liability insurance, occurrence version, in an amount of \$1,000,000 per occurrence with an annual aggregate limit of at least \$2,000,000.
  - b. **WORKER'S COMPENSATION.** North Royalton shall provide evidence of proper worker's compensation coverage upon request of CRWP.
  - c. **EVIDENCE OF COVERAGE.** Within 30 days of the date of signing this contract, North Royalton shall provide CRWP with a certificate of insurance evidencing each type of coverage required or provided under this section, which shall be primary coverage and shall name CRWP as an additional insured and shall provide CRWP notice of cancellation or non-renewal of any such coverage at least thirty (30) days before cancellation or non-renewal.
5. CRWP or North Royalton may terminate this contract, in whole or in part, without liability, if either party determines that continued operation of this contract will result in the violation of a Federal statute or regulation, or that termination would be in the public interest.
6. This contract shall be carried out in accordance with all applicable Local, State, and Federal statutes and regulations.
7. CRWP and North Royalton agree to follow the terms of the grant agreement between the CRWP and the USDA, Forest Service Eastern Area, State & Private Forestry (Exhibit A).
8. In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. (Not all prohibited bases apply to all programs.)



*May 25, 2021*

To file a complaint of discrimination: write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.”

9. Any and all disputes arising under this contract shall be brought in a court of competent jurisdiction in Lake County, Ohio.

10. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The Recipient shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

*In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)*

*Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA’s TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.*

*To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant’s name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:*

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; or*
- (2) Fax: (833) 256-1665 or (202) 690-7442; or*
- (3) Email: [program.intake@usda.gov](mailto:program.intake@usda.gov).*

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement:

*“This institution is an equal opportunity provider.”*



*May 25, 2021*

**SECTION G: CONTRACT EFFECTIVE DATE**

This contract is effective when signed by North Royalton and CRWP. Except as otherwise provided for herein, this contract may not be terminated or modified unless by mutual written agreement between the parties. In the event that a statute is enacted during the period of this contract that would materially change the terms and conditions of this contract, CRWP may require North Royalton to elect between modifying this contract consistent with the provisions of such statute or contract termination.

The parties to this contract hereby agree to the terms and conditions as stated above.

\_\_\_\_\_ Date \_\_\_\_\_  
Heather Elmer, Executive Director  
Chagrin River Watershed Partners, Inc.

\_\_\_\_\_ Date \_\_\_\_\_  
Mayor Larry Antoskiewicz  
North Royalton



*May 25, 2021*

## **Exhibit A**

Grant Agreement between Chagrin River Watershed Partners, Inc. And the USDA, Forest  
Service Eastern Region, State and Private Forestry

**FEDERAL FINANCIAL ASSISTANCE  
AWARD OF DOMESTIC GRANT 21-DG-11094200-024  
Between  
CHAGRIN RIVER WATERSHED PARTNERS INC  
And The  
USDA, FOREST SERVICE  
EASTERN REGION, STATE AND PRIVATE FORESTRY**

Project Title: Great Lakes Restoration Initiative - Planting Trees to Reduce Runoff - Central Lake Erie

Upon execution of this document, an award to Chagrin River Watershed Partners Inc, hereinafter referred to as “the Recipient,” in the amount of **\$215,933.15**, is made under the authority of the Cooperative Forestry Assistance Act of 1978. The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.664 Cooperative Forestry Assistance Program. The Recipient accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated June 26, 2020, and the attached Forest Service provisions, ‘Forest Service Award Provisions,’ are incorporated into this letter and made a part of this award.

A match waiver has been granted for this project. Your organization has agreed to meet a cost share of \$64,209.44, as reflected in your application, financial plan and narrative.

Any project completed in the field that will be visible to the general public will require signage that gives project information and credit to the Great Lakes Restoration Initiative and the Forest Service.

The Master Agreement number as the funding source for **21-DG-11094200-024** is 20-IA-11090100-010 which expires 09/30/2025. This award, **21-DG-11094200-024** for Planting Trees to Reduce Runoff - Central Lake Erie may not be extended beyond May 30, 2025.

This is an award of Federal financial assistance. Prime and sub-recipients to this award are subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

Electronic copies of the CFRs can be obtained at the following internet site: [www.ecfr.gov](http://www.ecfr.gov). If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at [SM.FS.R9SPFgrants@usda.gov](mailto:SM.FS.R9SPFgrants@usda.gov).

The following administrative provisions apply to this award:

- A. **LEGAL AUTHORITY**. The Recipient shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper



planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.

- B. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this award.

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Name: Kristen Hebebrand Address: 38238 Glenn Ave, P.O. Box 229 City, State, Zip: Willoughby, OH 44096 Telephone: 440-975-3870 x 1004 Email: <a href="mailto:khebebrand@crwp.org">khebebrand@crwp.org</a>	Name: Heather Elmer Address: 38238 Glenn Ave, P.O. Box 229 City, State, Zip: Willoughby, OH 44096 Telephone: 440-975-3870 x 1001 Email: <a href="mailto:helmer@crwp.org">helmer@crwp.org</a>

**Principal Forest Service Contacts:**

<b>Forest Service Program Manager Contact</b>	<b>Forest Service Administrative Contact</b>
Name: Donna Foster Address: 180 Canfield Street City, State, Zip: Morgantown, WV 26505 Telephone: 304-285-1547 Email: <a href="mailto:donna.m.foster@usda.gov">donna.m.foster@usda.gov</a>	Name: Midori Raymore Address: 626 E. Wisconsin Ave. City, State, Zip: Milwaukee, WI 53202 Telephone: 414-297-1894 Email: <a href="mailto:midori.raymore@usda.gov">midori.raymore@usda.gov</a>

- C. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS. This award is subject to the provisions contained in the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continued by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I, Section 1101(a)(3) regarding corporate felony convictions and corporate Federal tax delinquencies. Accordingly, by entering into this award The Recipient acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an award with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the U.S. Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If The Recipient fails to comply with these provisions, the Forest Service will annul this award and may recover any funds The Recipient has expended in violation of sections 433 and 434.



- D. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). The Recipient shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or award term(s). Additional information about registration procedures may be found at the SAM Internet site at [www.sam.gov](http://www.sam.gov).
- E. REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE. Reimbursable payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

Advance payments must not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If the Recipient receives an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this award must be returned to the Forest Service.

The Program Manager reserves the right to request additional information prior to approving a payment. To expedite payment, please attach a list of expenses that match the approved project budget when submitting each SF-270. Each SF-270 shall include the award number in Block 4. If this award has multiple projects, each project must be identified in separate columns in Block 11 for tracking purposes.

The invoice must be sent by one of three methods:
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EMAIL (preferred): SM.FS.asc_ga@usda.gov
--

FAX: 877-687-4894
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POSTAL: Albuquerque Service Center Payments – Grants & Agreements 101B Sun Ave NE Albuquerque, NM 87109
--

- F. INDIRECT COST RATES. The approved indirect cost rate at the time of execution is **10.91%** as shown in the NICRA provided by the Cooperator. The Recipient has elected not to assess indirect costs against this award.

As new NICRAs are agreed to between The Recipient and their cognizant audit agency, the revised provisional or final rate(s) are automatically incorporated into this award, as appropriate, and must specify (1) the agreed upon rates, (2) the bases to which the rates

apply, (3) the fiscal year for which the rates apply, and (4) the items treated as direct costs. The award obligation will not increase as a result of indirect cost rate increases. Updates to NICRAs will not affect the total funds available for this award unless documented in a formally executed modification.

If the NICRA is for a provisional rate, The Recipient shall be reimbursed at the established provisional rate(s), subject to appropriate adjustment when the final rate(s) for the fiscal year are established.

- G. PRIOR WRITTEN APPROVAL. The Recipient shall obtain prior written approval pursuant to conditions set forth in 2 CFR 200.407.
- H. MODIFICATIONS. Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 90 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.
- I. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service signatory official signature.

The start date of this award is 10/01/2020. Pre-award costs are authorized pursuant to 2 CFR 200.458.

The end date, or expiration date is **09/30/2022**. This instrument may be extended by a properly executed modification. *See Modification Provision above.*

- J. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award. In witness whereof the parties hereto have executed this award.

DocuSigned by:

*William A. Tomko*

12/23/2020

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WILLIAM A. TOMKO, Board President  
Chagrin River Watershed Partners Inc

Date

ROBERT LUECKEL, Deputy Regional Forester  
Forest Service, Eastern Region, State and Private Forestry

Date

The authority and the format of this award have been reviewed and approved for signature.



Digitally signed by MIDORI RAYMORE  
Reason: I have reviewed this document  
Date: 2020.12.18 14:26:23 -06'00'

12/18/20

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MIDORI C. RAYMORE  
Forest Service Grants Management Specialist

Date

## **ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS**

- A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, The Recipient may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.
- B. FOREST SERVICE LIABILITY TO THE RECIPIENT. The United States shall not be liable to The Recipient for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by The Recipient or any third party.
- C. NOTICES. Any notice given by the Forest Service or the Recipient will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the award.

To the Recipient, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. SUBAWARDS. The Recipient shall notify Subrecipients under this award that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.330 through .332.
- E. FINANCIAL STATUS REPORTING. A Federal Financial Report, Standard Form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted annually. These reports are due 90 days after the reporting period ending December 31st. The final SF-425 (and SF-425A, if applicable) must be submitted either with the final payment request or no later than 120 days from the expiration date of the award. These forms may be found at <https://www.grants.gov/web/grants/forms.html>.
- F. PROGRAM PERFORMANCE REPORTS. The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.

In accordance with 2 CFR 200.301, reports must relate financial data to performance accomplishments of the federal award.

The Recipient shall submit annual performance reports. These reports are due 90 days after the reporting period end. The final performance report shall be submitted either with the Recipient's final payment request, or separately, but not later than 120 days

from the expiration date of the award.

- Additional pertinent information: All required reports and official correspondence shall be sent to [SM.FS.R9SPFgrants@usda.gov](mailto:SM.FS.R9SPFgrants@usda.gov) email inbox for processing and recordkeeping.
- G. NOTIFICATION. The Recipient shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
- H. CHANGES IN KEY PERSONNEL. Any revision to key personnel identified in this award requires notification of the Forest Service Program Manager by email or letter.
- I. USE OF FOREST SERVICE INSIGNIA. In order for The Recipient to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify The Recipient when permission is granted.
- J. FUNDING EQUIPMENT. Federal funding under this award is not available for reimbursement of the Recipient's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year. Supplies are those items that are not equipment.
- K. USE OF GOVERNMENT OWNED VEHICLE. Forest Service vehicles may be used for official Forest Service business only in accordance with FSH 7109.19, ch. 60, the requirements established by the region in which performance of this award takes place, and the terms of this award
- L. BUILDING AND COMPUTER ACCESS BY NON-FOREST SERVICE PERSONNEL. The Recipient may be granted access to Forest Service facilities and/or computer systems to accomplish work described in the Operating Plan or Statement of Work. All non-government employees with unescorted access to Forest Service facilities and computer systems must have background checks following the procedures established by USDA Directives 3800 series. Those granted computer access must fulfill all Forest Service requirements for mandatory security awareness and role-based advance security training, and sign all applicable Forest Service statements of responsibilities.

- M. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. The Recipient is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments.

The Recipient may call on Forest Service's Office of Communication for advice regarding public notices. The Recipient is requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.

- N. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. The Recipient shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2.

- O. COPYRIGHTING. The Recipient is/are granted sole and exclusive right to copyright any publications developed as a result of this award. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this award.

No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes.

This right shall be transferred to any sub-awards or subcontracts.

This provision includes:

- The copyright in any work developed by the Recipient under this award.
- Any right of copyright to which the Recipient purchase(s) ownership with any federal contributions.

- P. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The Recipient shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

*In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)*

*Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.*

*To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:*

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; or*
- (2) Fax: (833) 256-1665 or (202) 690-7442; or*
- (3) Email: [program.intake@usda.gov](mailto:program.intake@usda.gov).*

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement:

***"This institution is an equal opportunity provider."***

Q. PROGRAM INCOME – FINANCIAL ASSISTANCE.

1. The Recipient shall apply the standards set forth in this Provision to account for program income earned under the award.
2. If any program income is generated as a result of this award, the income shall be applied using the deductive alternative as described in 2 CFR 200.307; the deductive alternative is the default if no other method is selected.
3. Unless the terms and conditions of the award/agreement provide otherwise, Recipients shall have no obligation to the U.S. Government regarding program income earned after the end of the project period.
4. Costs incident to the generation of program income may be deducted from gross income to determine net program income, provided these costs have not been charged to the award and they comply with 2 CFR 200.307.
5. Unless the terms and conditions of the award provide otherwise, the Recipient shall have no obligation to the U.S. Government with respect to program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced under an award. However,



Patent and Trademark Amendments (35 U.S.C. 18) apply to inventions made under an experimental, developmental, or research awards.

R. DISPUTES.

1. Any dispute under this award shall be decided by the Signatory Official. The Signatory Official shall furnish the Recipient a written copy of the decision.
2. Decisions of the Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, the Recipient appeal(s) the decision to the Forest Service's Director, State & Private Forestry (SPF). Any appeal made under this provision shall be in writing and addressed to the Director, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Signatory Official.
3. In order to facilitate review on the record by the Director, SPF, the Recipient shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.
4. A decision under this provision by the Director, SPF is final.
5. The final decision by the Director, SPF does not preclude The Recipient from pursuing remedies available under the law.

- S. AWARD CLOSEOUT. The Recipient must submit, no later than 120 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

Any unobligated balance of cash advanced to The Recipient must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR 200.343(d).

If this award is closed without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- T. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.340.

- U. DEBARMENT AND SUSPENSION. The Recipient shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the Recipient or any of their principals receive a transmittal letter or other official federal notice of debarment



or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regards to review of sub-recipients or contracts for debarment and suspension.

All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.

V. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.

W. TRAFFICKING IN PERSONS.

1. Provisions applicable to a Recipient that is a private entity.

- a. You as the Recipient, your employees, Subrecipients under this award, and Subrecipients' employees may not:
  - (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - (2) Procure a commercial sex act during the period of time that the award is in effect; or
  - (3) Use forced labor in the performance of the award or subawards under the award.
- b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:
  - (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
  - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
    - i. Associated with performance under this award; or
    - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),".

2. Provision applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:

- a. Is determined to have violated an applicable prohibition in paragraph a.1 of this

- award term; or
- b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
    - (1) Associated with performance under this award; or
    - (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),”
3. Provisions applicable to any recipient.
    - a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
    - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
      - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
      - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
    - c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
  4. Definitions. For purposes of this award term:
    - a. “Employee” means either:
      - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
      - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
    - b. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
    - c. “Private entity”:
      - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
      - (2) Includes:
        - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
        - ii. A for-profit organization.
    - d. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

X. DRUG-FREE WORKPLACE.

1. The Recipient agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
  - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
  - b. Specify the actions the Recipient will take against employees for violating that prohibition; and
  - c. Let each employee know that, as a condition of employment under any award, the employee:
    - (1) Shall abide by the terms of the statement, and
    - (2) Shall notify The Recipient in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.
2. The Recipient agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
  - a. The dangers of drug abuse in the workplace;
  - b. The established policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation and employee assistance programs; and
  - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.
4. The Recipient agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after The Recipient learns of the conviction.
5. Within 30 calendar days of learning about an employee's conviction, the Recipient must either
  - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
  - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

Y. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
4. If the Government determines that the recipient is not in compliance with this award provision, it;
  - a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
  - b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

Z. ELIGIBLE WORKERS. The Recipient shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). The Recipient shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

AA. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

BB. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs

when driving while on official Government business or when performing any work for or on behalf of the Government.

- CC. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, you will comply with the following:
1. Do not discriminate against applicants for sub-grants on the basis of their religious character.
  2. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
  3. Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.

- DD. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The cooperator (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.

In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

- (1) procure or obtain, extend or renew a contract to procure or obtain;
- (2) enter into a contract (or extend or renew a contract) to procure; or
- (3) obtain the equipment, services or systems.

## ATTACHMENT B: 2 CFR PART 170

### Appendix A to Part 170—Award Term

#### I. Reporting Subawards and Executive Compensation

##### a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
  - i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
  - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

##### b. *Reporting total compensation of recipient executives for non-Federal entities.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
  - i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
  - ii. in the preceding fiscal year, you received—
    - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
    - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
  - i. As part of your registration profile at <https://www.sam.gov>.
  - ii. By the end of the month following the month in which this award is made, and annually thereafter.

##### c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most



highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received—
    - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
    - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
  - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
- i. To the recipient.
  - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d. *Exemptions.*  
If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- i. Subawards, and
  - ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e. *Definitions.* For purposes of this award term:
1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
  2. Non-Federal *entity* means all of the following, as defined in 2 CFR part 25:
    - i. A Governmental organization, which is a State, local government, or Indian tribe;
    - ii. A foreign public entity;
    - iii. A domestic or foreign nonprofit organization; and,
    - iv. A domestic or foreign for-profit organization
  3. *Executive* means officers, managing partners, or any other employees in management positions.
  4. *Subaward:*
    - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
    - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
    - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. *Subrecipient* means a non-Federal entity or Federal agency that:
  - i. Receives a subaward from you (the recipient) under this award; and
  - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

END OF ATTACHMENT B: 2 CFR PART 170





*May 25, 2021*

## **Exhibit B**

Tree Planting and Maintenance Plan for Newly Planted Trees

# Tree Planting and Maintenance Plan for Newly Planted Trees

## USDA Forest Service Great Lake Restoration Initiative Grants

Organizations that plant trees through a U.S. Department of Agriculture, Forest Service Great Lakes Restoration Initiative grant agree to maintain newly planted trees and other vegetation for a reasonable life span, with particular emphasis on the initial 3-year establishment period. This document is a template for summarizing the planting plan and developing a maintenance plan. Use planting and maintenance standards generally accepted by the industry; they can be found in resources such as the [Guidance for Landscape Tree Planting](#) and references cited in that guidance.

**Planting Location Name (City, Town, Watershed, etc.):** 6 Communities in Ohio's Central Lake Erie Basin Watershed

**Grantee:** Chagrin River Watershed Partners, Inc.

**Maintenance Contact:** Kristen Hebebrand

**Email:** khebebrand@crwp.org

**Year(s)/Season(s) of Planting:** Fall 2021

**# Trees/# Shrubs to be Planted:** 2,620

**Type(s) of Plant Stock (e.g., B & B, container, bareroot):** 1 and 3-Gallon container, 1.5 inch caliper B & B, live stakes

**Size (average caliper; include details in table on last page):** < 1 inch and 1.5 inch

**Describe how activities below will be completed. If an activity is not applicable, briefly explain.**

### 1. Tree Planting and Maintenance Personnel

- a. Identify the parties responsible for tree planting and maintenance during the grant period as well as long-term maintenance beyond the life of the grant. Describe the roles of each party.

The restoration contractor will be responsible for tree planting and maintenance during the grant period. A replacement warranty from the nursery for the duration of the project period will be obtained as part of contract conditions. The restoration contractor will be primarily responsible for maintenance and monitoring of the stock. Maintenance shall begin after restoration has been completed and shall continue through the grant period. The contractor shall fully replace trees that are in poor condition or die prior to the end of the grant project period (unless due to natural disaster beyond control of the project manager). Long-term maintenance beyond the life of the grant will be the responsibility of the public landowner.

- b. Describe the experience level of tree planting and maintenance personnel. If volunteers, homeowners, or inexperienced staff will be utilized, they should receive basic training and literature on proper maintenance techniques. Is training needed, and how will you provide it?

Tree planting and maintenance during the project period will be completed by an experienced restoration contractor selected through a Request for Proposals process. Chagrin River Watershed Partners Inc (CRWP) or other Central Lake Erie Basin Collaborative Partners will direct any inexperienced staff in site preparation and maintenance duties. Cuyahoga SWCD have staff members certified as Sherwick Tree Stewards. CRWP brings experience in watershed protection and restoration, including successfully completed plantings supported by U.S. Forest Service Great Lakes Restoration Initiative grants, and can provide individual training in the field and supervision.

- c. When trees are planted on private property, the property owner should sign an agreement to confirm they will maintain and protect the trees and provide access to the organization responsible for planting and maintenance. If applicable, what steps have you taken to ensure maintenance of private property?

All plantings will occur on publicly owned lands. Support letters from all property owners/managers have been secured stating the trees will be maintained by staff. The Collaborative partners will provide guidance and oversight to all staff maintaining trees.

d. How will you periodically confirm tree maintenance work is performed correctly?

During the project period, confirmation of correct tree selection, planting, maintenance methods, and planting locations will occur through site visits to the planting sites by the CRWP project manager. Broken or damaged branches will be removed at planting. After establishment, dead, dying, or diseased branches will be removed. CRWP staff and project partners including the land managers have extensive experience in inspecting and maintaining trees to ensure that they are healthy and reducing stressors such as invasive species encroachment.

## **2. Tree Watering Process**

Describe in detail how trees will be watered, the time period and frequency of watering, and the source of the water at the planting locations (or how it will be delivered). For the first year, trees should be watered from planting date through September on a weekly basis. Watering may be reduced the 2nd and 3rd years, depending on rainfall and site conditions.

To reduce watering needs, planting will be conducted in Fall 2021. Water will be delivered to the project sites by the restoration contractor or the landowner and land managers will provide watering as in-kind match. This can include using watering bladders. Watering of the stock will be conducted once per week in the first year through October 15 if no sufficient rain has fallen in that week. Watering in the second and third years will occur during periods of drought or unseasonably hot/dry times. Watering will occur at a rate of 5-10 gallons per caliper inch measurement of the trunk.

## **3. Mulching Trees**

Describe how mulch and/or other ground treatments will be used to reduce competing vegetation and improve tree health. Identify quality control measures that will maintain proper mulch depth (2-4" for landscape trees) and keep mulch 1-2" away from the base of the tree trunk.

Mulching will be done at installation and care will be taken to leave the root flare exposed. The mulch will be 2-4 inches of hardwood mulch and shall provide a uniform texture free of sawdust, weed seeds, foreign materials, and any artificially introduced chemical compounds detrimental to plant life.

## **4. Staking and Guying Trees**

If staking is deemed necessary due to mowing, vandalism, or wind conditions, describe the staking and guying method and materials to be used. Also describe plans (timing and responsible party) for inspection and removal.

Staking and guying is not anticipated to be necessary as the topography is flat and the sites are not excessively windy, but if stakes are used on the trees all stakes and wiring will be removed by CRWP, watershed organization partners or the restoration contractor in the second year of planting.

## **5. Checking Tree Health**

The grantee will check trees regularly (at minimum every 6-12 months) to identify and address tree health concerns. Indicate who will be inspecting the trees, frequency, the tree inspection process, and what follow-up will occur.

The planting areas will be carefully assessed and monitored to ensure proper establishment and maintenance of vegetation. Project partners with assistance from CRWP will conduct twice-annual inspections to the site in the spring and fall to physically examine the stock for dead, diseased, or dying trees and shrubs. Any cracked, crooked, or crossed tree branches will be noted for pruning any observations will be logged on a maintenance inspection sheet and the contractor and/or landowner will be notified of issues that must have corrective action taken. Between 1 and 3 years after planting, a sample survey evaluating survival rate and condition of planted trees will be completed by the restoration contractor to assess survival rates and inform future projects.

## **6. Tree Protection**

Young trees may be easily damaged by human activity, animals, equipment, or competition from weeds and invasive plants. Describe how planted trees will be protected.

Planted stock will be protected from deer browse and other wildlife with protection cages consisting of materials which may include 36-inch diamond mesh, polypropylene, rigid seedling protector tubes, wire fencing, and/or 48-inch by 1-inch wooden guard stakes secured with UV resistant cable ties. The tubes will allow water and sunlight to reach the plants, while protecting from browse. They are also less susceptible to windthrow and rodent/bird nesting than solid tubes due to open-mesh design. Tubes will be pressed into the soil to help further secure the tubes and deter entry by rodents.

## **7. Pruning**

Newly planted trees should need little pruning if they were properly cared for at the nursery. In the first year after planting, remove only dead or broken branches. In later years, weakly attached limbs can be removed, and structural pruning can be done if needed. Describe how any needed pruning will be done.

The restoration contractor will remove any broken or damaged branches at planting. After establishment, dead, dying, or diseased branches will be removed and crossed, crooked, or cracked branches will be pruned within the grant period by the restoration contractor. Any additional pruning will be conducted in a way so as to train a dominant central leader to ensure strong tree growth and development.

## **8. Tree Warranty**

Trees planted under contract should include a warranty for replacement (due to poor condition or mortality), unless otherwise stated in the grant narrative. Describe your expected warranty conditions.

The restoration contractor will be required to include a warranty for replacement of planted trees due to poor condition or mortality for the duration of the project period. The warranty will require a 75% survival guarantee; below this survival rate, trees that are in poor condition or that have died will be replaced by the restoration contractor. Trees planted at the City of Lyndhurst site will be excluded from the warranty and the City will be responsible for tree maintenance and replacement of dead or poor condition trees for the duration of the project period; this service will be provided by the City as in-kind match towards the project.

## **9. Tree Replacement**

The grantee should be prepared to fully replace all trees that are in poor condition or die prior to the end of the project grant agreement, unless loss is due to natural disaster beyond the control of the project manager or is allowed for in the grant narrative. If the plan allows for some tree mortality within the establishment period, the grant narrative should include a target survival rate, tree replacement would occur below that rate. Describe tree replacement plans.

The restoration contractor will be required to include a warranty for replacement of planted trees due to poor condition or mortality for the duration of the project period. The warranty will require a 75% survival

guarantee; below this survival rate, trees that are in poor condition or that have died will be replaced by the restoration contractor.

**10. Planting Summary**

Provide a summary of planned tree plantings for the proposed project in the table below. Add lines as needed to capture groupings of trees with similar attributes (e.g. species, size). This summary is not a substitute for a detailed planting plan developed by a qualified professional.

<b>Location</b>	<b>Species</b>	<b>Size (caliper, in inches, preferred)</b>	<b>Number Planted</b>
The Nature Center at Shaker Lakes (City of Cleveland)	Native riparian species to be selected during design phase of project	Livestakes	800
The Nature Center at Shaker Lakes (City of Cleveland)	Native riparian species to be selected during design phase of project	1-gallon container stock (<1" caliper)	100
The Nature Center at Shaker Lakes (City of Cleveland)	Native riparian species to be selected during design phase of project	3-gallon container stock (<1" caliper)	170
The Nature Center at Shaker Lakes (City of Cleveland)	Native riparian species to be selected during design phase of project	1.5" inch caliper tree	25
Claribel Creek and Community Park (City of Richmond Heights)	Native riparian species to be selected during design phase of project	>1" caliper tree	5
Claribel Creek and Community Park (City of Richmond Heights)	Native riparian species to be selected during design phase of project	3-gallon container stock (<1" caliper)	40
City of Lyndhurst Riparian Parcels	Native riparian species to be selected during design phase of project	>1" caliper tree	15
City of Lyndhurst Riparian Parcels	Native riparian species to be selected during design phase of project	3-gallon container stock (<1" caliper)	85
Mayfield Village Riparian Parcels	Native riparian species to be selected during design phase of project	1-gallon container stock (<1" caliper)	400
Mayfield Village Riparian Parcels	Native riparian species to be selected during design phase of project	3-gallon container stock (<1" caliper)	300
Mayfield Village Riparian Parcels	Native riparian species to be selected during design phase of project	1.5" inch caliper tree	15
Baldwin Creek at Sprague-Abbey (City of North Royalton)	Native riparian species to be selected during design phase of project	Livestakes	380
Baldwin Creek at Sprague-Abbey (City of North Royalton)	Native riparian species to be selected during design phase of project	3-gallon container stock (<1" caliper)	60
City of Mentor Civic Center	Eastern Red Cedar	1.5" inch caliper tree	5
City of Mentor Civic Center	Bur Oak	1.5" inch caliper tree	10
City of Mentor Civic Center	Eastern Redbud	1.5" inch caliper tree	10
City of Mentor Springbrook Gardens	Black Oak	1.5" inch caliper tree	30
City of Mentor Springbrook Gardens	Scarlet Oak	1.5" inch caliper tree	40
City of Mentor Springbrook Gardens	Black Walnut	1.5" inch caliper tree	30

City of Mentor Springbrook Gardens	Bitternut Hickory	1.5" inch caliper tree	40
City of Mentor Springbrook Gardens	Bur Oak	1.5" inch caliper tree	30
City of Mentor Springbrook Gardens	Eastern Redbud	1.5" inch caliper tree	30

RESOLUTION NO. 21-159

INTRODUCED BY: Mayor Antoskiewicz  
Co-Sponsor: Marnecheck

A RESOLUTION DECLARING THE NECESSITY OF APPROPRIATION OF REAL  
PROPERTY FOR THE PUBLIC PURPOSE OF STORMWATER MANAGEMENT,  
PERMANENT PARCEL NUMBER 481-12-006,  
AND DECLARING AN EMERGENCY

WHEREAS: The city is working to improve the stormwater system in the northwestern section of the city;  
and

WHEREAS: The city has identified the need to acquire the property for the public purpose of improvement,  
construction, and maintenance of the stormwater system including a regional retention basin;  
and

WHEREAS: It is necessary for the city to appropriate the real property located on York Road, Permanent  
Parcel Number 481-12-006 presently titled in the name of Ruth Ammon et al in order to  
improve, construct and maintain a regional retention basin and stormwater system on the real  
property at or near York Road in the City of North Royalton in accordance with the United  
States Constitution, the Ohio Constitution and R.C. Chapter 163 and 719; and

WHEREAS: This appropriation of the above described parcel is determined to be necessary in order to  
improve, construct, and maintain a regional retention basin and stormwater system.

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

Section 1. This Council hereby deems it necessary and declares its intention to appropriate a fee simple  
interest in Permanent Parcel Number 481-12-006 amounting to approximately one (1) acre as more fully  
described in Exhibit A attached hereto and made a part hereof by reference for the public purpose of  
improving, constructing, and maintaining a regional retention basin and stormwater system.

Section 2. The Mayor be and hereby is authorized to cause written notice of the passage of this Resolution to  
be given to the owner(s), person(s) in possession of, or person(s) having an interest in of record in or their  
authorized agent, requiring a notice by law, in the above-described premises and said notice shall be served  
according to law by certified mail, signature required, and with return of service of notice or signed receipt of  
certified mail in the manner provided by law. When the owner(s) or his/her authorized agent cannot be located  
and/or the resident or his/her agent is unknown and cannot be determined by reasonable diligence, notice shall  
be by publication at least once a week for two (2) successive weeks in a newspaper of general circulation in  
the county.

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

Section 4. This Resolution is hereby declared to be an emergency measure immediately necessary for the  
preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is  
immediately necessary in order to obtain the property to improve, construct and maintain a regional retention  
basin and stormwater system.



THEREFORE, provided this Resolution 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:

**Charles P. Braman & Co., Inc.**  
*Real Estate Appraisals & Consulting*  
23300 Chagrin Blvd., Suite 102  
Beachwood, OH 44122  
(216) 831-8180 office  
(216) 225-9383 cell

March 5, 2021

Ms. Donna Vozar, Assistant Law Director and First Assistant Prosecutor  
City of North Royalton  
11545 State Road  
North Royalton, Ohio 44133

In Re:           Property just north of 9010 York Road, North Royalton, Ohio 44133  
                  Permanent Parcel Number: 481-12-006  
                  Owner: Ruth Ammon, etal

Dear Ms. Vozar:

Pursuant to your request, I have prepared an appraisal of the captioned property as defined in the attached report. It is my conclusion that as of March 3, 2021, the fee simple interest in the subject property has a Fair Market Value of:

***Twenty-Seven Thousand Dollars***  
***(\$27,000)***

This letter constitutes only a statement of final value and should not be considered independently. The attached report explains the analysis of market data and the development of the final estimate of value. The purpose of this appraisal is to estimate the market value of the subject property as of March 3, 2021. The intended use of the report is to value the property for internal purposes and possible acquisition for storm water management by the City of North Royalton, Ohio. The intended users of this report are officials of the City of North Royalton, Ohio.

I, the undersigned, after having personally inspected this property, do hereby certify that, to the best of my knowledge and belief, the statements contained in this appraisal and upon which the opinions expressed herein are based, are correct, subject to the limiting conditions herein set forth. The appraisal has been made in conformity with the professional standards of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice (USPAP) as promulgated by the Appraisal Standards Board of the Appraisal Foundation. Employment in and compensation for making this report are in no way contingent upon the value reported and I certify that I have no financial interest in the subject property. If you have any questions, do not hesitate to contact me.

Sincerely,



Emily L. Braman, MAI, SRA, AI-GRS  
State Certified General Real Estate Appraiser  
Certification Number 381955

ELB/lds

### **Summary of Important Facts and Conclusions**

Property Located:	Just north of 9010 York Road, North Royalton, Cuyahoga County, Ohio
Property Type:	Vacant lot
Intended Use:	To value the property for internal purposes and possible acquisition for storm water management by the City of North Royalton, Ohio
Intended User:	City of North Royalton, Ohio
Owner of Record:	Ruth Ammon, etal
Permanent Parcel Number:	481-12-006
Land Area:	35,703 gross square feet or 0.81963 gross acres 33,453 net square feet or 0.76798 net acres
Zoning:	Single Family Residential
Highest & Best Use As If Vacant:	Residential development
Date of the Report:	March 5, 2021
Date of Value:	March 3, 2021

#### **Value Indications:**

Indicated Value from Sales Comparison Approach	\$27,000
Indicated Value from Income Approach	N/A
Indicated Value from Cost Approach	N/A

**Correlated Fair Market Value Conclusion:      \$27,000**



# Chicago Title Insurance Company

## COMMITMENT FOR TITLE INSURANCE

Issued by

**Chicago Title Insurance Company**

*Chicago Title Insurance Company, a Missouri corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.*

*This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.*

*All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.*

*The Company will provide a sample of the policy form upon request.*

*IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A*

Issued by:  
Chicago Title Insurance Company  
1360 East 9th Street, Suite 500  
Cleveland, OH 44114  
Phone: 216-696-1275  
Fax: 216-696-8107

CHICAGO TITLE INSURANCE COMPANY



By

*Robert M. Riehl*

President

ATTEST

*John C. [Signature]*

Secretary

\_\_\_\_\_  
Authorized Signatory

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*



Chicago Title Insurance Company  
COMMITMENT FOR TITLE INSURANCE

Order Number: 4100868  
Reference Number: 504121027

Chicago Title Insurance Company  
1360 East 9th Street, Suite 500  
Cleveland, OH 44114  
Phone: 216-696-1275 Fax: 216-696-8107

Effective Date: October 08, 2012 at 6:59 AM

**Schedule A**

1. Policies

A. Policy to be Issued:  
ALTA Owners Policy 2006  
Proposed Insured:  
Amount of Insurance:

B. Policy to be Issued:  
ALTA Loan Policy 2006  
Proposed Insured:  
Amount of Insurance:

2. The estate or interest in the land described or referred to in this Schedule and covered herein is a Fee Simple and title thereto is at the effective date hereof is vested in:

Geraldine Key and Lionel W. Mitchell, by deed filed December 23, 1968 and recorded in Volume 10990, Page 109, of the Cuyahoga County Records.

Mary Frances Herman, by deed filed August 29, 1990 and recorded in Volume 90-5214, Page 4, of the Cuyahoga County Records.

Evelyn Gunn, by deed filed November 20, 1990 and recorded in Volume 90-7047, Page 52, of the Cuyahoga County Records.

Countersigned:

\_\_\_\_\_  
Chicago Title Insurance Company  
1360 East 9th Street, Suite 500  
Cleveland, OH 44114

**Insurance Fraud Warning**

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing false or deceptive statement is guilty of insurance fraud.

Lavon Huster, by deed filed November 20, 1990 and recorded in Volume 90-7047,  
Page 56, of the Cuyahoga County Records.

Ruth Ammon, by deed filed November 20, 1990 and recorded in Volume 90-7047,  
Page 60, of the Cuyahoga County Records.

3. The land referred to in this Report is described in Exhibit "A" attached hereto and made part hereof.

### **Schedule B Section 1 Requirements**

This Title Insurance Commitment (the "Commitment") is issued pursuant to the Agreement to Issue Policy contained on the American Title Association (2006) front cover form ("The Form") and is subject to the Conditions and Stipulations stated therein, all of which are incorporated herein. If this copy of the Commitment is not accompanied by the Form, a copy may be obtained from this Company upon request.

**THE FOLLOWING REQUIREMENTS MUST BE MET:**

1. Payment of the full consideration to, or for the account of the grantors or mortgagors should be made.
2. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
3. Any instrument of conveyance creating an insured interest must comply with local rules on descriptions and conveyances pursuant to Sections 315.251 and 319.203 of the Ohio Revised Code.
4. Payment of taxes, charges, and assessments levied and assessed against subject premises, which are due and payable.
5. Owners/Sellers Affidavit covering matters of title in a form acceptable to the Company.
6. Further exceptions and/or requirements may be made upon review of the proposed documents and/or upon further ascertaining the details of the transaction.
7. Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
8. ~~Quit Claim Deed form Randy Scott Brennan and Debra Elizabeth Kish to Lavon Huster, filed for record November 20, 1990 and recorded in Volume 90-7047, Page 56, of the Cuyahoga County Records.~~

NOTE: There is no Marital Status for Randy Scott Brennan and Debra Elizabeth Kish in the above deed.



## **Schedule B Section 2 Exceptions**

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

**NOTE:** The Policy(s) of Insurance may contain a clause permitting arbitration of claims at the request of either the insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon.
2. Assessments, if any, not yet certified to the County Auditor.
3. Rights or claims of parties other than Insured in actual possession of any or all of the property.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Unfiled mechanic's or materialman's liens.
6. No liability is assumed for tax increases occasioned by retroactive revaluation change in land usage, or loss of any homestead exemption status for Insured premises.
7. Any covenant, condition or restriction referred to herein indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin is omitted as provided in 42 U.S.C. Section 3604, unless and only to the extent that the restriction (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607, or (c) related to handicap, but does not discriminate against handicapped people.
8. Any inaccuracy in the specific quantity of acreage contained on any survey if any or contained with the legal description of premises insured herein.
9. Covenants, conditions and restrictions and other instruments recorded in the public records and purporting to impose a transfer fee or conveyance fee payable upon the conveyance of a interest in real property or payable for the right to make or accept such a transfer, and any and all fees, liens or charges, whether recorded or unrecorded, if any, currently due payable or that will become due or payable, and any other rights deriving therefrom, that are assessed pursuant thereto.
10. Oil and gas leases, pipeline agreements or any other Instruments related to the production or sale of oil and gas which may arise subsequent to the date of the Policy.
11. Any lease, grant, exception or reservation of minerals or mineral rights together with any rights appurtenant thereto.

**Schedule B Section 2**  
**Exceptions continued**

12. Taxes for the first half of 2012 and subsequent years are a lien, but are not yet due and payable.

The County Treasurer's General Tax Records for the tax year 2011 are as follows

PPN 481-12-006

Taxes for the first half are paid.

Taxes for the second half are paid.

Per half amount \$61.66.

Note: Attention is directed to the fact that current real estate taxes are undeveloped land values.

**Exhibit "A"**

Situated In the City of North Royalton, County of Cuyahoga and State of Ohio:

And known as being part of Original Royalton Township Section No. 10, bounded and described as follows:

Beginning in the center line of York Road (60 feet wide) at its intersection with the Northerly line of a parcel of land conveyed to John Friend by deed dated May 2, 1838 and recorded in Volume 25 Page 259 of Cuyahoga County Records;

Thence Northerly along the center line of said York Road 75 feet;

Thence Westerly parallel with the Northerly line of said parcel so conveyed to John Friend, 580.80 feet;

Thence Southerly parallel with the center line of said York Road, 75 feet to the Northerly line of said parcel so conveyed to John Friend;

Thence Easterly along said Northerly line 580.80 feet to the place of beginning, and containing 1 Acre of land, be the same more or less, but subject to all legal highways.

Excepting from the above a parcel of land conveyed to Andrew D. Heary and Donna M. Heary by deed dated April 9, 1991 and recorded in Volume 91-2697, Page 57, of the Cuyahoga County Records.

ORDINANCE NO. 21-160

INTRODUCED BY: Mayor Antoskiewicz  
Co-Sponsor: Marnecheck

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

- WHEREAS: Council and the Administration have conducted 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 tentative agreement between the parties; and
- WHEREAS: Council and the Administration have reviewed such proposal and desire to ratify and adopt said Agreement.

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

Section 1. The Mayor is hereby authorized and directed to enter into an agreement with the American Federation of State, County and Municipal Employees, Ohio Council 8, Local 3410 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, 2022  
EXPIRES: December 31, 2023**

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## **ARTICLE I**

### **PREAMBLE**

1.01 This Agreement is hereby entered into by and between the City of North Royalton, hereinafter referred to as the "Employer" and 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

### UNION SECURITY ~~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 31<sup>st</sup> 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 31<sup>st</sup>. 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:

- (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, 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 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 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 provisions 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 31<sup>st</sup>.

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

Effective January 1, 2022 a **2.75% increase**; effective **January 1, 2023** a 3% increase 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".

## **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

12 <sup>th</sup> Anniversary	\$1,200.00	20 <sup>th</sup> Anniversary	\$2,000.00
		21 <sup>st</sup> Anniversary	\$2,100.00
		22 <sup>nd</sup> Anniversary	\$2,200.00
		23 <sup>rd</sup> Anniversary	\$2,300.00
		24 <sup>th</sup> Anniversary	\$2,400.00
		25 <sup>th</sup> Anniversary	\$2,500.00

#### ARTICLE XXXVIII

#### INSURANCE

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

33.02 Effective January 1, **2021** and thereafter, employee's monthly contribution for family or individual coverage shall be:

Family: \$220.00  
Individual: \$83.00

**Effective January 1, 2022 and thereafter, employee's monthly contribution for family or individual coverage shall be:**

**Family: \$230.00  
Individual: \$88.00**

**Effective January 1, 2023 and thereafter, employee's monthly contribution for family or individual coverage shall be:**

**Family: \$240.00  
Individual: \$93.00**

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

<u>Family plan</u>		<u>Individual plan</u>
<b>2021</b>	<b>\$800</b>	<b>\$500</b>
<b>2022</b>	<b>\$1300</b>	<b>\$800</b>
<b>2023</b>	<b>\$1400</b>	<b>\$850</b>

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.

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	<del>\$600</del> \$800
<b>Stormwater Department</b>	<del>\$600</del> \$800
Building Department	<del>\$600</del> \$800
Engineering Department	<del>\$600</del> \$800
Service Department	<del>\$600</del> \$800

Yearly uniform allowance payments are paid in advance of entitlement with the first payment in January and second payment in July. Employees are entitled to the uniform allowance provided that they remain employed for the payment period. In the event an employee leaves employment, for any reason, prior to the end of the uniform allowance period (either June 30 or Dec 31) the employee shall return on a prorated basis the advanced uniform allowance.

~~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.

**43.02 Employees that obtain and maintain the following licenses shall receive the corresponding license incentive added to their base wage, upon receipt and approval by their Department head of the license issued by the state:**

<b>Class I Waste Water Collection License*</b>	<b>\$0.25</b>
<b>Class II Waste Water Collection License</b>	<b>\$0.50</b>
<b>Class I Waste Water Treatment License</b>	<b>\$0.25</b>
<b>Class II Waste Water Treatment License</b>	<b>\$0.50</b>
<b>Class III Waste Water Treatment License</b>	<b>\$1.00</b>
<b>Class I Laboratory Technician License</b>	<b>\$0.25</b>
<b>Class II Laboratory Technician License</b>	<b>\$0.50</b>
<b>Class III Laboratory Technician License</b>	<b>\$1.00</b>

**\*Includes Operator in Training**

**Employees'**



license incentive shall be limited to the highest state license obtained and maintained (not cumulative). Employees shall notify the City in the event the license is revoked or lapsed.

**43.03 Building Inspectors who obtain and maintain two (2) of the three (3) OBBC certifications referenced below shall be paid a \$1.00 premium, added to their base wage, upon receipt and approval by their Department head of the certifications.. The certifications necessary for the premium are:**

- Commercial Building Official
- Commercial Electrical Safety Inspector
- Commercial Plumbing Inspector

## **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, 2022 and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2023

**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  
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





## Appendix B: Wage Schedule

RATES OF PAY								
	2022				2023			
	Step 1	Step 2	Step 3	Step 4	Step 1	Step 2	Step 3	Step 4
	Entry to 1 Year	After 1 Year	After 2 Years	After 3 Years	Entry to 1 Year	After 1 Year	After 2 Years	After 3 Years
Certified Inspector	\$ 33.91	\$ 34.91	\$ 36.81	\$ 38.85	\$ 34.96	\$ 35.96	\$ 37.91	\$ 40.01
General Inspector	\$ 26.82	\$ 27.82	\$ 29.79	\$ 32.67	\$ 27.66	\$ 28.66	\$ 30.69	\$ 33.65
Inspector	\$ 24.07	\$ 25.07	\$ 27.78	\$ 30.34	\$ 24.82	\$ 25.82	\$ 28.61	\$ 31.25
Engineering Technician	\$ 25.16	\$ 26.16	\$ 27.50	\$ 28.87	\$ 25.94	\$ 26.94	\$ 28.32	\$ 29.74
Administrative Secretary IV	\$ 22.35	\$ 23.35	\$ 24.27	\$ 25.19	\$ 23.05	\$ 24.05	\$ 24.99	\$ 25.94
Semi-Skilled II	\$ 26.55	\$ 27.55	\$ 28.31	\$ 28.95	\$ 27.38	\$ 28.38	\$ 29.16	\$ 29.82
Unskilled I	\$ 24.33	\$ 25.33	\$ 25.95	\$ 26.48	\$ 25.09	\$ 26.09	\$ 26.72	\$ 27.28
TV Operator	\$ 28.37	\$ 29.37	\$ 30.11	\$ 30.89	\$ 29.25	\$ 30.25	\$ 31.01	\$ 31.81
Clerical I	\$ 15.35	\$ 16.35	\$ 17.23	\$ 18.09	\$ 15.85	\$ 16.85	\$ 17.74	\$ 18.63
Clerical II	\$ 17.52	\$ 18.52	\$ 19.40	\$ 20.16	\$ 18.08	\$ 19.08	\$ 19.98	\$ 20.77
Clerical III	\$ 19.47	\$ 20.47	\$ 21.21	\$ 22.11	\$ 20.08	\$ 21.08	\$ 21.85	\$ 22.77
Bookkeeper	\$ 22.65	\$ 23.65	\$ 24.54	\$ 25.37	\$ 23.36	\$ 24.36	\$ 25.27	\$ 26.14
Admin Secretary IV/Jail Custodian	\$ 22.35	\$ 23.35	\$ 24.27	\$ 25.19	\$ 23.05	\$ 24.05	\$ 24.99	\$ 25.94
Building Maintenance Technician I	\$ 23.26	\$ 24.26	\$ 24.77	\$ 25.27	\$ 23.98	\$ 24.98	\$ 25.51	\$ 26.03
Building Maintenance Technician II	\$ 24.96	\$ 25.96	\$ 26.49	\$ 27.06	\$ 25.74	\$ 26.74	\$ 27.29	\$ 27.88
Building Maintenance Technician III	\$ 26.83	\$ 27.83	\$ 28.54	\$ 29.34	\$ 27.67	\$ 28.67	\$ 29.40	\$ 30.22
Laborer I	\$ 24.96	\$ 25.96	\$ 26.49	\$ 27.06	\$ 25.74	\$ 26.74	\$ 27.29	\$ 27.88
Laborer II	\$ 26.83	\$ 27.83	\$ 28.54	\$ 29.34	\$ 27.67	\$ 28.67	\$ 29.40	\$ 30.22
Laborer III	\$ 29.11	\$ 30.11	\$ 30.88	\$ 31.60	\$ 30.01	\$ 31.01	\$ 31.80	\$ 32.55
Mechanic	\$ 29.16	\$ 30.16	\$ 30.89	\$ 31.63	\$ 30.07	\$ 31.07	\$ 31.81	\$ 32.58
Certified Operator I	\$ 30.10	\$ 31.10	\$ 31.84	\$ 32.61	\$ 31.03	\$ 32.03	\$ 32.80	\$ 33.59
Certified Operator II	\$ 32.38	\$ 33.38	\$ 34.14	\$ 34.92	\$ 33.38	\$ 34.38	\$ 35.16	\$ 35.97
Certified Operator III	\$ 34.62	\$ 35.62	\$ 36.39	\$ 37.19	\$ 35.69	\$ 36.69	\$ 37.48	\$ 38.31
Operator-in-Training	\$ 24.33	\$ 25.33	\$ 26.04	\$ 26.80	\$ 25.09	\$ 26.09	\$ 26.82	\$ 27.60
Inspector (Part-time)	\$ 22.80	\$ -	\$ -	\$ 24.19	\$ 23.09	\$ -	\$ -	\$ 24.91
Certified Inspector (Part-time)	\$ 31.27	\$ -	\$ -	\$ 32.68	\$ 31.66	\$ -	\$ -	\$ 33.66
Lab Technician	\$ 29.89	\$ 30.89	\$ 31.54	\$ 32.29	\$ 30.81	\$ 31.81	\$ 32.49	\$ 33.25
Lab Technician-in-Training	\$ 24.33	\$ 25.33	\$ 26.04	\$ 26.76	\$ 25.09	\$ 26.09	\$ 26.82	\$ 27.56
Custodian	\$ 24.96	\$ 25.96	\$ 26.49	\$ 27.06	\$ 25.74	\$ 26.74	\$ 27.29	\$ 27.88
Shift Supervisor	\$ 32.75	\$ 33.75	\$ 35.91	\$ 37.30	\$ 33.77	\$ 34.77	\$ 36.99	\$ 38.42
Motor Equipment Operator I	\$ 25.92	\$ 26.92	\$ 27.55	\$ 28.21	\$ 26.73	\$ 27.73	\$ 28.38	\$ 29.05
Motor Equipment Operator II	\$ 27.95	\$ 28.95	\$ 29.75	\$ 30.46	\$ 28.82	\$ 29.82	\$ 30.64	\$ 31.37
Motor Equipment Operator III	\$ 30.54	\$ 31.54	\$ 32.22	\$ 33.16	\$ 31.49	\$ 32.49	\$ 33.18	\$ 34.16
Sewer Inspector	\$ 28.93	\$ -	\$ -	\$ 30.34	\$ 29.29	\$ -	\$ -	\$ 31.25
	2.75%				3.00%			