

January 2016

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1 NEW YEAR'S DAY 	2
3	4	5 COUNCIL 7:30 CAUCUS 7:15 STREETS, STORM WATER, 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 MARTIN LUTHER KING., JR DAY	19 COUNCIL 7:30 CAUCUS 7:15 B&BC, FINANCE AND SAFETY 6:00	20 PLANNING COMMISSION 7:00 CAUCUS 6:45	21	22	23
24	25	26 REC BOARD 6:00	27	28 BZA 7:00 CAUCUS 6:45	29	30
31						

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

February 2016

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

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

**NORTH ROYALTON CITY COUNCIL
A G E N D A
JANUARY 19, 2016**

7:15 p.m. Caucus

Council Meeting 7:30 p.m.

REGULAR ORDER OF BUSINESS

1. Call to Order.
2. Opening Ceremony (Pledge of Allegiance).
3. Roll Call.
4. Approval of Consent Agenda: Items listed under the Consent Agenda are considered routine. Each item will be read individually into the record and the Consent Agenda will then be enacted as a whole by one motion and one roll call. There will be no separate discussion of these items. If discussion by Council is desired on any Consent Agenda item, or if discussion is requested by the public on any legislative item on the Consent Agenda, that item will be removed from the Consent Agenda and considered in its normal sequence under the Regular Order of Business.
 - a. Approval of Minutes: January 5, 2016.
 - b. Legislation: Introduce, suspend rules requiring 3 readings and referral to committee, and adopt those legislative items indicated with an asterisk (*).
5. Communications.
6. Mayor's Report.
7. Department Head Reports.
8. President of Council's Report.
9. Committee Reports:

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

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

12. **LEGISLATION**

FIRST READING CONSIDERATION

- * 1. **16-18** - A RESOLUTION ACKNOWLEDGING THE COMMUNITY SERVICE OF CHARLES TURNER.
- * 2. **16-19** - A RESOLUTION APPROVING THE MAYOR'S APPOINTMENT OF IRIS ZIELINSKI TO THE BOARD OF TAX REVIEW OF THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY.
- * 3. **16-20** - A RESOLUTION APPROVING MICHAEL WOS AND DONALD BATKE AS THE LEGISLATIVE AUTHORITY'S APPOINTMENTS TO THE BOARD OF TAX REVIEW OF THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY.
4. **16-21** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE FRATERNAL ORDER OF POLICE, LODGE 15 (POLICE DEPARTMENT RECORDS ROOM CLERICAL STAFF, MAINTENANCE STAFF, AND ANIMAL CONTROL OFFICERS), AND DECLARING AN EMERGENCY.

5. **16-22** - AN ORDINANCE AMENDING THE ORIGINAL APPROPRIATION ORDINANCE 15-102 FOR THE FISCAL YEAR ENDING DECEMBER 31, 2016 BY TRANSFERRING APPROPRIATIONS AND MAKING ADDITIONAL APPROPRIATIONS, AND DECLARING AN EMERGENCY.
 6. **16-23** - AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ONE (1) 2016 DODGE 3500 DUMP TRUCK FOR THE NORTH ROYALTON CEMETERY DEPARTMENT FOR AN AMOUNT NOT TO EXCEED \$44,270.50, AND DECLARING AN EMERGENCY.
 7. **16-24** - AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ONE (1) 2017 FORD FUSION FOR THE NORTH ROYALTON BUILDING DIVISION THROUGH THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES, OHIO COOPERATIVE PURCHASING PROGRAM FOR AN AMOUNT NOT TO EXCEED \$17,959.64, AND DECLARING AN EMERGENCY.
 8. **16-25** - AN ORDINANCE AUTHORIZING THE MAYOR TO SUBMIT TWO APPLICATIONS TO THE NORTHEAST OHIO AREAWIDE COORDINATING AGENCY FOR FUNDING THROUGH THE TRANSPORTATION FOR LIVABLE COMMUNITIES INITIATIVE, AND DECLARING AN EMERGENCY.
13. Miscellaneous.
 14. Adjournment.

RESOLUTION NO. 16-18

INTRODUCED BY: Antoskiewicz, Nickell, Petrusky, Langshaw,
Marnecheck, Muller, Kasaris, Mayor Stefanik

A RESOLUTION ACKNOWLEDGING THE
COMMUNITY SERVICE OF CHARLES TURNER

WHEREAS: Charles Turner was hired as a part time Laborer I for the North Royalton Service Department on April 14, 2007, and became a full time Laborer I on November 5, 2007; and

WHEREAS: Mr. Turner was promoted to Laborer II on January 1, 2013 and held that position until his retirement on December 31, 2015; and

WHEREAS: The Council and the Mayor of the City of North Royalton wish to acknowledge Mr. Turner 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 Charles Turner.

Section 2. Council further recognizes the professionalism and dedication that Mr. Turner 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 Mr. Turner in recognition of his 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:

AGREEMENT

between

THE CITY OF NORTH ROYALTON, OHIO

and

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

EFFECTIVE: JANUARY 1, 2016

EXPIRES: December 31, 2017

TABLE OF CONTENTS

ARTICLE I	PREAMBLE.....	1
ARTICLE II	PURPOSE AND INTENT.....	1
ARTICLE III	RECOGNITION.....	1
ARTICLE IV	NEW AND CHANGED JOBS.....	1
ARTICLE V	DUES DEDUCTIONS.....	2
ARTICLE VI	FAIR SHARE FEE.....	2
ARTICLE VII	MANAGEMENT RIGHTS.....	3
ARTICLE VIII	NO-STRIKE.....	3
ARTICLE IX	NON-DISCRIMINATION.....	4
ARTICLE X	LABOR-MANAGEMENT COMMITTEE.....	4
ARTICLE XI	PART-TIME EMPLOYEES.....	5
ARTICLE XII	PROBATIONARY PERIOD.....	5
ARTICLE XIII	BULLETIN BOARDS.....	5
ARTICLE XIV	UNION REPRESENTATION.....	6
ARTICLE XV	SENIORITY.....	7
ARTICLE XVI	LAY-OFF AND RECALL.....	8
ARTICLE XVII	VACANCIES AND JOB POSTINGS.....	9
ARTICLE XVIII	TEMPORARY TRANSFERS.....	11
ARTICLE XIX	DISCIPLINE.....	11
ARTICLE XX	DISCIPLINARY PROCEDURE.....	12
ARTICLE XXI	SICK LEAVE.....	13
ARTICLE XXII	INJURY LEAVE.....	15
ARTICLE XXIII	FAMILY & MEDICAL LEAVE.....	16
ARTICLE XXIV	UNPAID LEAVES OF ABSENCE.....	17
ARTICLE XXV	APPLICATION FOR LEAVE OF ABSENCE.....	18
ARTICLE XXVI	MILITARY LEAVE.....	18
ARTICLE XXVII	JURY AND WITNESS DUTY.....	18
ARTICLE XXVIII	UNION CONVENTIONS & CONFERENCES.....	18
ARTICLE XXIX	HOLIDAYS.....	18
ARTICLE XXX	VACATIONS.....	19
ARTICLE XXXI	HOURS OF WORK.....	20
ARTICLE XXXII	OVERTIME PAY.....	21

TABLE OF CONTENTS CONTINUED

ARTICLE XXXIII	OVERTIME ASSIGNMENT AND EQUALIZATION.....	22
ARTICLE XXXIV	CALL-IN PAY	23
ARTICLE XXXV	WAGES	23
ARTICLE XXXVI	PENSION “PICK-UP”	24
ARTICLE XXXVII	LONGEVITY	24
ARTICLE XXXVIII	INSURANCE	25
ARTICLE XXXIX	CLOTHING ALLOWANCE.....	26
ARTICLE XL	TOOLS AND EQUIPMENT.....	27
ARTICLE XLI	PRINTING.....	27
ARTICLE XLII	TRAVEL ALLOWANCE	27
ARTICLE XLIII	SCHOOL COST REIMBURSEMENT	27
ARTICLE XLIV	PERSONAL LOSSES	27
ARTICLE XLV	COMMERCIAL LICENSE.....	27
ARTICLE XLVI	DRUG TESTING	28
ARTICLE XLVII	EMPLOYEE ASSISTANCE PROGRAM	28
ARTICLE XLVIII	GENDER AND PLURAL	29
ARTICLE XLIX	HEADINGS	29
ARTICLE L	OBLIGATION TO NEGOTIATE.....	29
ARTICLE LI	CONFORMITY TO LAW.....	30
ARTICLE LII	TOTAL AGREEMENT.....	30
ARTICLE LIII	DURATION	30
ARTICLE LIV	GRIEVANCE PROCEDURE.....	30
ARTICLE LV	ARBITRATION PROCEDURE.....	33
ARTICLE LVI	EXECUTION	34
	APPENDIX A - JOB CLASSIFICATIONS	
	APPENDIX B - WAGE SCHEDULE	

ARTICLE I

PREAMBLE

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

ARTICLE II

PURPOSE AND INTENT

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

ARTICLE III

RECOGNITION

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

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

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

ARTICLE IV

NEW AND CHANGED JOBS

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

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

ARTICLE V **DUES DEDUCTIONS AND AGENCY**

5.01 The Employer agrees to deduct Lodge membership dues in accordance with this Article for all employees who are members of the Union.

5.02 The Employer agrees to deduct regular Lodge membership dues once each month from the pay of any employee in the bargaining unit eligible for membership, upon receiving written authorization signed individually and voluntarily by the employee. A signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Lodge dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

5.03 The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, regarding the deduction of Lodge dues. The FOP hereby agrees that it will indemnify and hold the Employer harmless from any claim, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the fund are remitted to the FOP, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Lodge.

5.04 The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) revocation of a check-off authorization in accordance with the terms of this Agreement; or, (5) resignation by the employee from the FOP.

5.05 The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of dues.

5.06 The parties agree that neither the employees nor the Lodge shall have a claim against the Employer for errors in the processing of deductions, unless a claim is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Lodge dues deduction would normally be made by deducting the proper amount.

5.07 The rate at which dues are to be deducted shall be certified to the Finance Director by the treasurer of the Lodge during January of each year. One (1) month advance notice must be given the Finance Director prior to making any changes in an individual's dues deductions.

5.08 Except as other provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of the Agreement.

5.09 The City shall provide each newly hired bargaining unit employee with a copy of the FOP's

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

ARTICLE VI FAIR SHARE FEE

6.01 All employee's as defined in Article III of this Agreement, shall either 1) maintain their membership in the Union; 2) become members of the union; 3) be required to pay a fair share fee to the Union as a condition of continued employment in accordance with the terms of Revised Code Section 4117.09 (C). In the event that a fair share fee is to be charged to an employee, the Employer shall deduct such fee in the manner set forth above.

ARTICLE VII MANAGEMENT RIGHTS

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

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

ARTICLE VIII

NO-STRIKE

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

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

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

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

ARTICLE IX

NON-DISCRIMINATION

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

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

ARTICLE X

LABOR-MANAGEMENT COMMITTEE

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

- a) Will further good relations between the parties;
- b) Will eliminate or alleviate various problems that arise from time to time;
- c) Will further safety in all areas; and

- d) Will establish a line of communication between the parties for the benefit of all.

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

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

ARTICLE XI PART-TIME EMPLOYEES

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

ARTICLE XII PROBATIONARY PERIOD

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

12.02 The Employer shall have the sole discretion to discipline or discharge newly hired probationary employees and any such action shall not be appealable through any Grievance or Arbitration Procedure herein contained or to any Civil Service Commission.

ARTICLE XIII BULLETIN BOARDS

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

- a) Animal Control Building
- b) Police Department

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

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

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

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

ARTICLE XIV

UNION REPRESENTATION

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

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

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

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

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

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

devices used at any such meetings without the mutual agreement of the Employer and Union.

ARTICLE XV

SENIORITY

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

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

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

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

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

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

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

ARTICLE XVI

LAY-OFF AND RECALL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XVII

VACANCIES AND JOB POSTINGS

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

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

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

17.05 Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position from the bargaining unit for a period of one hundred eighty

(180) days, pending the Employer's determination to fill the vacancy on a permanent basis.

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

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

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

ARTICLE XVIII

TEMPORARY TRANSFERS

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

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

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

ARTICLE XIX

DISCIPLINE

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

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

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

19.04 Discipline shall normally be applied in a corrective progressive manner. However,

should the severity of an employee's conduct or disciplinary record so warrant, an employee may be subject to suspension or discharge.

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

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

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

ARTICLE XX

DISCIPLINARY PROCEDURE

20.01 All employees shall have the following rights:

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

B. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as a result of the exercise of his rights under this procedure.

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

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

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

employee may grieve it.

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

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

20.06 Discipline shall not be implemented until either:

1. the matter is settled, or
2. the employee fails to file a grievance within the time frame provided by this procedure, or
3. the penalty is upheld by the arbitrator or a different penalty is determined by the arbitrator, or
4. the penalty may be imposed after the hearing before the Mayor in Section 20.04, subject to the Union's right to appeal it to arbitration.

ARTICLE XXI

SICK LEAVE

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

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

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

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

21.05 The Department Head may require such proof of illness, injury or death as may be

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

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

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

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

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

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

21.11 Each employee who has accumulated in excess of nine hundred (900) hours sick leave and has not used all the sick leave hours accumulated since December 31st of the previous year may receive payment for the unused sick leave accumulated during that year to the ratio of one (1) hour of pay for each three (3) sick leave hours (one-third of sick leave accrual for that year) and one (1) hour for each three (3) sick leave hours (one-third of sick leave accrual for that year) will be added to the employee's total accumulated sick leave. The eligible employee who has met the threshold amount of sick leave accumulation may, at his option, elect not to take the cash option but may continue to accumulate two-third (2/3) of his accrued sick leave for that calendar year. One-third of the annual unused sick leave shall be forfeited to the City each year upon accrual of the threshold amount. The option to cash out one-third time or to accumulate two-thirds (2/3) must be made immediately after December 31st. Employees who opt for the cash conversion of sick leave will be paid in the first pay period in February at the prior year's rate of pay. Upon retirement of a full-time employee who has not less than ten (10) years of

continuous service with the Employer and is eligible to receive payments from a state pension plan, the employee shall be entitled to receive a cash payment equal to his rate of pay at the time of retirement multiplied by one-half (1/2) the total number of accumulated and unused sick leave hours, earned by the employee as certified by the Finance Director, providing that such resulting number of hours to be paid shall not exceed six hundred fifty (650) sick leave hours.

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

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

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

ARTICLE XXII

INJURY LEAVE

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

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

22.03 The Employer shall have the right to require the employee to have a physical exam by a physician appointed and paid by the Employer resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this article. The designated physician's opinion shall govern whether

the employee is actually disabled or not, and for the period in which the employee is disabled, but shall not govern whether the Employer shall extend the period of leave or if the injury was duty related. If there is a conflict between the employee's and Employers physicians, a third physician shall be consulted whose opinion shall govern. This third physician shall be selected by a mutual agreement between the Employer and the employee, who shall share the costs equally.

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

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

ARTICLE XXIII

FAMILY & MEDICAL LEAVE

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

23.02 The Family and Medical Leave shall not exceed six (6) months. Leave shall start and be computed in a rolling year when first approved. If the employee is unable to return to active work status within six (6) months, such employee may be granted a reasonable extension.

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

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

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

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

member of this bargaining unit is entitled to a combined six (6) months; if the leave is taken:

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

ARTICLE XXIV

UNPAID LEAVES OF ABSENCE

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

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

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

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

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

24.06 Employees absent from work without authorization or approval shall be

considered on an unauthorized leave. An unauthorized leave for a period of more than four (4) eight (8) hour consecutive working days may, at the Employers discretion, subject the employee to disciplinary action, including discharge.

ARTICLE XXV

APPLICATION FOR LEAVE OF ABSENCE

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

ARTICLE XXVI

MILITARY LEAVE

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

ARTICLE XXVII

JURY AND WITNESS DUTY

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

ARTICLE XXVIII

UNION CONVENTIONS & CONFERENCES

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

ARTICLE XXIX

HOLIDAYS

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

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

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

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

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

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

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

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

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

ARTICLE XXX

VACATIONS

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

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

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

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

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

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

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

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

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

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

service.

ARTICLE XXXI

HOURS OF WORK

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

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

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

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

ARTICLE XXXII

OVERTIME PAY

32.01 Employees shall receive one and one-half (1 1/2) times their regular hourly rate, or at the employee's option, compensatory time at the rate of time and one-half for all hours actually worked in excess of eight (8) hours per day, or forty (40) hours per week. No employee shall accumulate more than one hundred twenty (120) hours of compensatory time. Any unused compensatory time accumulation shall be paid to the employee on the first pay after December 31st of each year at the employee's regular rate of pay on December 31st.

Part time clerical employees shall receive overtime for all unscheduled hours actually worked in excess of eight (8) hours in a twenty four (24) hour period. Part time employees shall not be permitted to accumulated compensatory time.

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

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

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

ARTICLE XXXIII

OVERTIME ASSIGNMENT AND EQUALIZATION

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

ARTICLE XXXIV

CALL-IN PAY

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

ARTICLE XXXV

WAGES

35.01 Effective January 1, 2016, employees shall receive wages in accordance with 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 2013 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.

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

35.04 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.

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

35.06 Effective 1/1/2016 all currently classified clerical 1 employees shall be promoted to clerical 2.

ARTICLE XXXVI PENSION "PICK-UP"

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

ARTICLE XXXVII LONGEVITY

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

5th Anniversary	\$ 500.00	13th Anniversary	\$1,300.00
6th Anniversary	\$ 600.00	14th Anniversary	\$1,400.00
7th Anniversary	\$ 700.00	15th Anniversary	\$1,500.00
8th Anniversary	\$ 800.00	16th Anniversary	\$1,600.00
9th Anniversary	\$ 900.00	17th Anniversary	\$1,700.00
10th Anniversary	\$1,000.00	18th Anniversary	\$1,800.00
11th Anniversary	\$1,100.00	19th Anniversary	\$1,900.00
12th Anniversary	\$1,200.00	20th Anniversary	\$2000.00
21 st Anniversary	\$2,100.00		
22 nd Anniversary	\$2,200.00		
23 rd Anniversary	\$2,300.00		
24 th Anniversary	\$2,400.00		
25 th Anniversary	\$2,500.00		

ARTICLE XXXVIII

INSURANCE

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

38.02 Effective January 1, 2016 and thereafter employee contribution for family coverage shall be 12% of the health insurance premium per month, in 2016 the employee contribution not to exceed \$160 per month, in 2017 not to exceed \$180 per month. The employee contribution for individual coverage shall be 12% of the health insurance premium per month, in 2016 not to exceed \$60 per month, in 2017 not to exceed \$66 per month.

Employees shall complete the health risk assent/wellness program.

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

38.03 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.

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

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

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

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

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

ARTICLE XL TOOLS AND EQUIPMENT

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

ARTICLE XLI PRINTING

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

~~**ARTICLE XLII TRAVEL ALLOWANCE**~~

ARTICLE XLIII SCHOOL COST REIMBURSEMENT

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

ARTICLE XLIV PERSONAL LOSSES

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

ARTICLE XLVI DRUG TESTING

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

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

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

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

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

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

ARTICLE XLVII

EMPLOYEE ASSISTANCE PROGRAM

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

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

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

ARTICLE XLVIII

GENDER AND PLURAL

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

ARTICLE XLIX

HEADINGS

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

ARTICLE L

OBLIGATION TO NEGOTIATE

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

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

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

ARTICLE LI

CONFORMITY TO LAW

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

51.02 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or

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

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

Step 1: An employee who believes he may have a grievance shall present it in

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

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

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

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

ARTICLE LV

ARBITRATION PROCEDURE

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

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

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

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

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

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

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

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

ARTICLE LVI

EXECUTION

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

For:
FOP, Lodge 15

Robert Stefanik, Mayor
City of North Royalton

Eric Dean
Finance Director

APPENDIX A: BARGAINING UNIT JOB CLASSIFICATIONS

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

CITY OF NORTH ROYALTON
FOP - Police Support Contract
Wage Schedule 2016 - 2017

RATES OF PAY

2016			
Step 1	Step 2	Step 3	Step 4
	1st Year	2nd Year	3rd Year

2017			
Step 1	Step 2	Step 3	Step 4
	1st Year	2nd Year	3rd Year

Classification (Job Title)

Animal Warden	\$ 18.56	\$ 19.56	\$ 20.49	\$ 21.47	\$ 18.95	\$ 19.95	\$ 20.90	\$ 21.90
Senior Animal Control Officer	\$ 21.02	\$ 22.02	\$ 22.98	\$ 23.79	\$ 21.46	\$ 22.46	\$ 23.44	\$ 24.27
Clerical I	\$ 13.45	\$ 14.45	\$ 15.22	\$ 15.99	\$ 13.74	\$ 14.74	\$ 15.52	\$ 16.31
Clerical II	\$ 15.37	\$ 16.37	\$ 17.14	\$ 17.82	\$ 15.70	\$ 16.70	\$ 17.48	\$ 18.18
Clerical III	\$ 17.09	\$ 18.09	\$ 18.75	\$ 19.54	\$ 17.45	\$ 18.45	\$ 19.13	\$ 19.93
Admin Secretary IV/Jail Custodian	\$ 18.91	\$ 19.91	\$ 20.68	\$ 21.36	\$ 19.31	\$ 20.31	\$ 21.09	\$ 21.79
Building Maintenance Technician I	\$ 20.43	\$ 21.43	\$ 21.89	\$ 22.33	\$ 20.86	\$ 21.86	\$ 22.33	\$ 22.78
Building Maintenance Technician II	\$ 21.94	\$ 22.94	\$ 23.41	\$ 23.92	\$ 22.40	\$ 23.40	\$ 23.88	\$ 24.40
Building Maintenance Technician III	\$ 23.60	\$ 24.60	\$ 25.22	\$ 25.93	\$ 24.09	\$ 25.09	\$ 25.72	\$ 26.45
Record Room Clerk	\$ 18.54	\$ 19.54	\$ 20.26	\$ 20.87	\$ 18.93	\$ 19.93	\$ 20.67	\$ 21.29
Jr. Record Room Clerk	\$ -	\$ -	\$ -	\$ 17.11	\$ -	\$ -	\$ -	\$ 17.45

CITY OF NORTH ROYALTON
2016 AMENDING BUDGET ORDINANCE

	Appropriations per Ord. 15-102	Amendments Per Ordinance 2016-xx		Total 2015 Appropriations
		Prior Year Encumbrances	Amendments	
GENERAL FUND				
POLICE DEPARTMENT				
Personal Service	3,277,800.00			3,277,800
Contractual Services	289,678.00	1,068.69		290,747
Supply & Materials	209,733.00	1,099.34		210,832
Capital Outlay	-	4,611.64		4,612
Total Police Department	3,777,211.00	6,779.67	-	3,783,991
TRAFFIC SIGNALS				
Capital Improvement	5,000.00			5,000
Total Traffic Signals	5,000.00	-	-	5,000
ANIMAL CONTROL				
Personal Service	121,730.00			121,730
Contractual Services	6,450.00			6,450
Supply & Materials	7,950.00			7,950
Capital Outlay	200.00			200
Total Animal Control	136,330.00	-	-	136,330
FIRE DEPARTMENT				
Personal Service	503,530.00			503,530
Contractual Services	261,600.00	21,072.93		282,673
Supply & Materials	77,400.00	7,645.76		85,046
Capital Outlay	-			-
Total Fire Department	842,530.00	28,718.69	-	871,249
POLICE AND FIRE COMMUNICATIONS				
Personal Service	174,860.00			174,860
Contractual Services	645,900.00			645,900
Supply & Materials	-			-
Capital Outlay	2,500.00			2,500
Total Police & Fire Comm	823,260.00	-	-	823,260
STREET LIGHTING				
Total Street Lighting	140,000.00			140,000
Total Street Lighting	140,000.00	-	-	140,000
SAFETY DIRECTOR				
Personal Service	117,650.00			117,650
Contractual Services	5,950.00			5,950
Operating Supplies	6,150.00			6,150
Capital Outlay	1,500.00			1,500
Total Police & Fire Comm	131,250.00	-	-	131,250
CEMETERY DEPARTMENT				
Personal Service	-			-
Contractual Services	23,007.00	1,650.00		24,657
Supply & Materials	148,784.00	929.00		149,713
Capital Outlay	45,000.00			45,000
Total Cemetery Department	216,791.00	2,579.00	-	219,370
PARKS & RECREATION DEPARTMENT				
Personal Service	324,030.00			324,030
Contractual Services	77,411.00			77,411
Supply & Materials	107,930.00	5,508.00		113,438
Capital Outlay	-	9,266.00		9,266
Total Parks & Recreation Department	509,371.00	14,774.00	-	524,145
PLANNING COMMISSION				
Personal Service	6,950.00			6,950
Contractual Services	4,950.00			4,950
Supply & Materials	550.00			550
Capital Outlay	-			-
Total Planning Commission	12,450.00	-	-	12,450
BOARD OF ZONING				
Personal Service	12,630.00			12,630
Contractual Services	1,000.00			1,000
Supply & Materials	700.00	53.00		753
Total Board of Zoning	14,330.00	53.00	-	14,383
BUILDING DEPARTMENT				
Personal Service	552,100.00			552,100
Contractual Services	59,200.00	3,400.00		62,600
Supply & Materials	11,250.00	582.45		11,832
Capital Outlay	23,000.00			23,000
Total Building Department	645,550.00	3,982.45	-	649,532
COMMUNITY DEVELOPMENT				
Personal Service	140,350.00			140,350
Contractual Services	19,370.00	3,274.24		22,644
Supply & Materials	1,900.00			1,900
Capital Outlay	1,000.00			1,000
Total Community Development	162,620.00	3,274.24	-	165,894

CITY OF NORTH ROYALTON
2016 AMENDING BUDGET ORDINANCE

	Appropriations per Ord. 15-102	Amendments Per Ordinance 2016-xx		Total 2015 Appropriations
		Prior Year Encumbrances	Amendments	
RUBBISH COLLECTION				
Contractual Services	1,215,216.00			1,215,216
Total Rubbish Collection	1,215,216.00	-	-	1,215,216
SERVICE BUILDING AND GROUNDS				
Personal Service	-			-
Contractual Services	105,887.00	11,794.82		117,682
Supply & Materials	20,950.00	3,203.97		24,154
Capital Outlay	500.00			500
Total Service Bldg & Grounds	127,337.00	14,998.79	-	142,336
MAYOR'S OFFICE				
Personal Service	291,100.00			291,100
Contractual Services	27,070.00			27,070
Supply & Materials	2,500.00			2,500
Capital Outlay	-			-
Total Mayor's Office	320,670.00	-	-	320,670
FINANCE DEPARTMENT				
Personal Service	321,800.00			321,800
Contractual Services	127,900.00			127,900
Supply & Materials	3,200.00			3,200
Capital Outlay	1,000.00	2,092.12		3,092
Total Finance Department	453,900.00	2,092.12	-	455,992
LEGAL ADMINISTRATION				
Personal Service	329,100.00			329,100
Contractual Services	97,650.00			97,650
Supply & Materials	10,421.00			10,421
Capital Outlay	-			-
Total Legal Administration	437,171.00	-	-	437,171
ENGINEERING DEPARTMENT				
Personal Service	147,710.00			147,710
Contractual Services	118,800.00	9,329.22		128,129
Supply & Materials	1,750.00			1,750
Capital Outlay	1,600.00	1,096.35		2,696
Total Engineering	269,860.00	10,425.57	-	280,286
LEGISLATIVE				
Personal Service	291,800.00			291,800
Contractual Services	38,100.00			38,100
Supply & Materials	13,500.00	2,457.50		15,958
Capital Outlay	6,000.00			6,000
Total Legislative Activity	349,400.00	2,457.50	-	351,858
MAYOR'S COURT				
Personal Service	127,750.00			127,750
Contractual Services	66,575.00			66,575
Supply & Materials	1,500.00			1,500
Capital Outlay	-			-
Total Mayor's Court	195,825.00	-	-	195,825
CIVIL SERVICE				
Personal Service	4,360.00			4,360
Contractual Services	13,700.00			13,700
Supply & Materials	200.00			200
Total Civil Service	18,260.00	-	-	18,260
CITY HALL BUILDING				
Personal Service	7,000.00			7,000
Contractual Services	214,400.00	423.89		214,824
Supply & Materials	38,000.00	32.99		38,033
Capital Outlay	500.00			500
Debt Service	-			-
Total City Hall Building	259,900.00	456.88	-	260,357
OTHER GENERAL GOVERNMENT				
Personal Services	1,000.00			1,000
Supply & Materials	255,000.00			255,000
Transfers-Out	3,165,000.00			3,165,000
Total - Other General Government	3,421,000.00	-	-	3,421,000
TOTAL - GENERAL FUND	14,485,232.00	90,591.91	-	14,575,824

CITY OF NORTH ROYALTON
2016 AMENDING BUDGET ORDINANCE

	Appropriations per Ord. 15-102	Amendments Per Ordinance 2016-xx		Total 2015 Appropriations
		Prior Year Encumbrances	Amendments	
ENFORCEMENT AND EDUCATIONAL FUND #205				
Supply & Materials	25,000.00			25,000
Total - Enforcement & Education	25,000.00	-	-	25,000
DRUG LAW ENFORCEMENT FUND #206				
Supply & Materials	200.00			200
Total - Drug Law Enforcement	200.00	-	-	200
POLICE FACILITY OPERATING FUND #207				
Personal Service	779,650.00			779,650
Contractual Services	19,900.00			19,900
Supply & Materials	64,642.00			64,642
Capital Outlay	2,400.00			2,400
Total - Police Facility Operating	866,592.00	-	-	866,592
LAW ENFORCEMENT TRUST FUND #208				
Supply & Materials	5,000.00			5,000
Total - Law Enforcement Trust	5,000.00	-	-	5,000
EMERGENCY MEDICAL SERVICE LEVY FUND #209				
Personal Service	2,486,400.00			2,486,400
Contractual Services	33,000.00	6,700.00		39,700
Supply & Materials	34,800.00	1,400.00		36,200
Total EMS Levy Fund	2,554,200.00	8,100.00	-	2,562,300
MOTOR VEHICLE LICENSE FUND #210				
Traffic Signals	-	-		-
Street Repair	220,050.00	204,568.49		424,618
Transfers-Out	-	-		-
Total Motor Vehicle License Fund	220,050.00	204,568.49	-	424,618
STREET CONSTRUCTION, MAINTENANCE, & REPAIR FUND #211				
Signals & Signs				
Personal Service	-			-
Contractual Services	70,000.00	6,294.54		76,295
Supply & Materials	23,000.00			23,000
	93,000.00	6,294.54	-	99,295
Storm Sewer				
Personal Service	487,910.00			487,910
Contractual Services	60,375.00			60,375
Supply & Materials	183,700.00			183,700
	731,985.00	-	-	731,985
Street Reconstruction				
Supply & Materials	-			-
Capital Outlay	-			-
	-	-	-	-
Street Construction, Maintenance & Repair				
Personal Service	2,025,780.00			2,025,780
Contractual Services	169,795.00	3,423.00		173,218
Supply & Materials	440,325.00	16,474.27		456,799
Capital Outlay	48,200.00			48,200
Debt Service	-			-
Transfers-Out	-			-
	2,684,100.00	19,897.27	-	2,703,997
Snow Removal				
Personal Service	115,500.00			115,500
Contractual Services	11,500.00			11,500
Supply & Materials	394,500.00	290.48		394,790
Capital Outlay	-			-
	521,500.00	290.48	-	521,790
Total SCMR Fund	4,030,585.00	26,482.29	-	4,057,067
STATE HIGHWAY FUND #212				
Street Maintenance & Repair				
Operating Supplies	25,000.00			25,000
Snow & Ice Removal				
Supply & Materials	65,000.00			65,000
Total State Highway Fund	90,000.00	-	-	90,000
CITY INCOME TAX FUND #213				
Contractual Services	450,000.00			450,000
Total City Income Tax Fund	450,000.00	-	-	450,000
POLICE LEVY FUND #215				
Personal Services	1,100,000.00			1,100,000
Capital Outlay	226,069.00	18,191.48		244,260
Total - Police Levy Fund	1,326,069.00	18,191.48	-	1,344,260

CITY OF NORTH ROYALTON
2016 AMENDING BUDGET ORDINANCE

	Appropriations per Ord. 15-102	Amendments Per Ordinance 2016-xx		Total 2015 Appropriations
		Prior Year Encumbrances	Amendments	
FIRE LEVY FUND #216				
Personal Service	1,000,000.00			1,000,000
Total Fire Levy Fund	1,000,000.00	-	-	1,000,000
Recycling Grant Fund #217				
Contractual Services	4,000.00			4,000
Total Recycling Grant	4,000.00	-	-	4,000
OFFICE ON AGING FUND #219				
Personal Services	180,890.00			180,890
Contractual Services	11,550.00			11,550
Supply & Materials	11,530.00			11,530
Capital Outlay	-	414.96		415
Total Office on Aging Fund	203,970.00	414.96	-	204,385
COURT COMPUTER FUND #236				
Contractual Services	10,000.00			10,000
Operating Supplies	5,000.00			5,000
Capital Outlay	10,000.00			10,000
Total Court Computer Fund	25,000.00	-	-	25,000
COMMUNITY DIVERSION PROGRAM FUND #237				
Personal Services	15,000.00			15,000
Contractual Services	1,000.00			1,000
Operating Supplies	1,500.00			1,500
Capital Outlay	-			-
Total Community Diversion	17,500.00	-	-	17,500
ENTERPRISE ZONE FUND #239				
Contractual Services	750.00			750
Total Enterprise Zone Fund	750.00	-	-	750
YMCA SPECIAL REVENUE FUND #249				
Contractual Services	-	5,300.00		5,300
Transfers-Out	566,313.00			566,313
Total Enterprise Zone Fund	566,313.00	5,300.00	-	571,613
POLICE PENSION FUND #261				
Personal Service	621,670.00			621,670
Total Police Pension Fund	621,670.00	-	-	621,670
FIRE PENSION FUND #262				
Personal Service	735,277.00			735,277
Total Police Pension Fund	735,277.00	-	-	735,277
GENERAL BOND RETIREMENT FUND #321				
Supply & Materials	25,000.00			25,000
Debt Service - Interest	471,600.00			471,600
Debt Service - Principal	1,112,035.00			1,112,035
Total General Bond Retirement	1,608,635.00	-	-	1,608,635
SPECIAL ASSESSMENT FUND #341				
Other	-			-
Debt Service	144,000.00			144,000
Total Special Assessment Fund	144,000.00	-	-	144,000
SERVICE CAPITAL FUND #430				
Capital Outlay	70,000.00			70,000
Total Rec Capital Improvement	70,000.00	-	-	70,000
RECREATION CAPITAL IMPROVEMENT FUND #431				
Recreation Capital Improvement				
Contractual Services	10,000.00			10,000
Capital Outlay	-			-
Total Rec Capital Improvement	10,000.00	-	-	10,000
FUTURE CAPITAL IMPROVEMENT FUND #432				
Contractual Services	-			-
Capital Outlay	-	11,673.13		11,673
Debt Service	-			-
Transfers-Out	280,000.00			280,000
Total Future Capital Improvement Fund	280,000.00	11,673.13	-	291,673

CITY OF NORTH ROYALTON
2016 AMENDING BUDGET ORDINANCE

	Appropriations per Ord. 15-102	Amendments Per Ordinance 2016-xx		Total 2015 Appropriations
		Prior Year		
		Encumbrances	Amendments	
STORM AND SEWER DRAINAGE FUND #433				
Contractual Services	71,400.00	6,360.00	462,644 A	540,404
Capital Outlay	1,615,000.00	36,885.00		1,651,885
Debt Service	-			-
Transfers-Out	978,400.00			978,400
Total Storm & Sewer Drainage	2,664,800.00	43,245.00	462,644	3,170,689
FIRE CAPITAL IMPROVEMENT FUND #434				
Contractual Services	-			-
Operating Supplies	-			-
Capital Outlay	850,000.00	91,364.49		941,364
Debt Service	-			-
Transfer Out	200,000.00			200,000
Total Fire Capital Improvement Fund	1,050,000.00	91,364.49	-	1,141,364
ISSUE 1 - BENNETT ROAD FUND #442				
Contractual Services	-	1,366.28		1,366
Capital Outlay	-			-
Debt Service	-			-
Total Bennett Road Fund	-	1,366.28	-	1,366
WATER MAIN FUND #445				
Contractual Services	-	56,200.00		56,200
Operating Supplies	-			-
Capital Outlay	765,000.00			765,000
Total Water Main Fund	765,000.00	56,200.00	-	821,200
ISSUE 1 - SPRAGUE ROAD FUND #451				
Contractual Services	-	2,108.55	38,400 B	40,509
Capital Outlay	-			-
Debt Service	-			-
Total YMCA Capital Imp Fund	-	2,108.55	38,400	40,509
WASTEWATER TREATMENT FUND #551				
Sanitary Sewer Treatment				
Personal Services	1,181,900.00			1,181,900
Contractual Services	2,846,350.00	96,842.59		2,943,193
Supply & Materials	248,900.00	3,600.64		252,501
Capital Outlay	798,000.00	721.00		798,721
Transfer-Out	-			-
Compost Facility				
Personal Services	-			-
Contractual Services	30,100.00			30,100
Supply & Materials	500.00	584.55		1,085
Capital Outlay	-			-
Total Wastewater Treatment Fund	5,105,750.00	101,748.78	-	5,207,499
WASTEWATER MAINTENANCE FUND #552				
Personal Service	803,800.00			803,800
Contractual Services	164,050.00			164,050
Supply & Materials	159,450.00			159,450
Capital Outlay	30,000.00			30,000
Debt Service	45,380.00			45,380
Total WW Maintenance Fund	1,202,680.00	-	-	1,202,680
WASTEWATER DEBT SERVICE FUND #553				
Debt Service	1,387,063.00			1,387,063
Total WW Debt Service Fund	1,387,063.00	-	-	1,387,063
WASTEWATER REPAIR AND REPLACEMENT FUND #555				
Capital Outlay	874,000.00	344,947.83		1,218,948
Transfers-Out	300,000.00			300,000
Total WW Repair & Replacem't	1,174,000.00	344,947.83	-	1,518,948

CITY OF NORTH ROYALTON
2016 AMENDING BUDGET ORDINANCE

	Appropriations per Ord. 15-102	Amendments Per Ordinance 2016-xx		Total 2015 Appropriations
		Prior Year Encumbrances	Amendments	
IMPROVEMENT HOLDING FUND #763				
Refunds	200,000.00			200,000
Total Improvement Holding Fund	200,000.00	-	-	200,000
OHIO BOARD OF BUILDING STANDARDS FUND #764				
Other	2,000.00			2,000
Total OBBS Fund	2,000.00	-	-	2,000
BUILDING CONSTRUCTION BOND FUND #766				
Transfer	-			-
Other	75,000.00			75,000
Total Bldg. Construction Bond	75,000.00	-	-	75,000
OFFICE ON AGING DEPOSITS FUND #768				
Other	3,000.00			3,000
Total Office on Aging Deposits	3,000.00	-	-	3,000
UNCLAIMED FUNDS #769				
Other	5,000.00			5,000
Total Unclaimed Funds	5,000.00	-	-	5,000
FUND TOTALS	42,974,336.00	1,006,303.19	501,044	44,481,683



City of North Royalton

Mayor Robert A. Stefanik

Jason Swim
Recreation Director

Recreation Department
440-237-5646
fax 440-237-5078

TO: Streets Committee – Steve Muller, Chairman
Larry Antoskiewicz, Vice Chair
John Nickell

FROM: Jason Swim, Recreation Director

DATE: January 4, 2016

RE: Truck Purchase

After careful research and gathering of information, I am requesting approval for purchase of a 2016 Dodge 3500 Dump Truck for the Cemetery Department.

- **2016 Dodge 3500 Dump Truck @ \$44,270.50**
Medina Auto Mall
3205 Medina Road
Medina, Ohio 44256
330-723-3291
330-723-4092 fax

If there are any questions, please call. Thanks.

/aca

c: Mayor Robert Stefanik
Thomas A. Kelly, Law Director
Eric Dean, Finance Director
Council
File

Quote #1

3205 MEDINA RD. (330) 723-3291
MEDINA, OHIO 44256, TOLL FREE (800) 489-5057



DEAL #

CUSTOMER #

PURCHASER'S NAME CITY OF NORTH BAYLTON DATE 12-21-15

ADDRESS _____ HOME PHONE _____ OFFICE PHONE _____

CITY, STATE _____ COUNTY _____ ZIP _____ CELL PHONE _____

NEW USED FACTORY OFFICIAL RENTAL OEMO

PURCHASER'S E-MAIL: _____

MILEAGE (Accurate Unless Marked Not Accurate) Not Accurate

SERIAL NO. _____

STOCK NO. YEAR MAKE MODEL BODY TYPE EXT. COLOR INT. COLOR

ORDER 16 RAM CHASSIS TRUCK BLUE BLUE

TRADE IN RECORD - TRADE 1

STOCK NO. YEAR MAKE MODEL

VIN # _____

MILEAGE: (Accurate Unless Marked Not Accurate) NOT ACCURATE Salvage Vehicle? YES

BALANCE OWED \$ TRADE-IN ALLOWANCE \$

LIENHOLDER ACCT. NO.

TRADE IN RECORD - TRADE 2

STOCK NO. YEAR MAKE MODEL

VIN # _____

MILEAGE: (Accurate Unless Marked Not Accurate) NOT ACCURATE Salvage Vehicle? YES

BALANCE OWED \$ TRADE-IN ALLOWANCE \$

LIENHOLDER ACCT. NO.

REMARKS: DUMP BODY TO BE

PAINTED BLACK AS
SPEC SHEETS SHOWS

DEPOSIT (PARTIAL PAYMENT) RECEIPT - Purchaser hereby provides to the Dealer the sum of \$ _____ as Non-Refundable Deposit/Partial Payment for the vehicle described above. If this Receipt is for a Deposit, Dealer will refrain from selling the described vehicle for 2 days from the date of Deposit. X

NEGATIVE EQUITY DISCLOSURE & CONSENT - I am aware that the balance owed on my trade-in vehicle or the amount owed on my lease term in vehicle exceeds the trade-in allowance from the dealer. As a result, I have requested that the "Total Due" be increased by the difference, \$ _____ (known as negative equity). X

RETAIL PRICE OF VEHICLE \$ _____

SALE PRICE 28,731.00

OTHER GOODS & SERVICES

Dump Body Paint 1027.00

DUMP BODY 5

PLow 14,478.00

2-SPEC DUMP

BODY

~~42,210.00~~

44,237.00

DOCUMENTARY SERVICE FEE _____

TOTAL PRICE _____

TRADE-IN ALLOWANCE(S) ()

TAX BASE _____

SALES TAX _____ %

TITLE FEE _____

REGISTRATION FEE 33.50

PLUS PAYOFF ON TRADE VEHICLE(S) _____

TOTAL DUE _____

LESS INITIAL PAYMENT CASH DOWN \$ _____

LESS REBATE/FACTORY INCENTIVE _____

LESS REBATE/FACTORY INCENTIVE _____

ADDITIONAL CASH DOWN DUE 44,270.50

BALANCE DUE \$ 43,243.50

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS DEALER FURNISHES PURCHASER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE VEHICLE AND ANY RELATED PRODUCTS AND SERVICES SOLO BY DEALER. DEALER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE AND THE RELATED PRODUCTS AND SERVICES. IN THE EVENT THAT A WRITTEN WARRANTY IS PROVIDED BY DEALER OR A SERVICE CONTRACT IS SOLD BY DEALER, ON ITS OWN BEHALF, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THE WRITTEN WARRANTY/SERVICE CONTRACT.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE. GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACIÓN QUE APARECE EN LA VENTANILLA DE ESTE VEHÍCULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACIÓN CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISIÓN QUE ESTABLEZCA LO CONTRARIO Y QUE APAREZCA EN EL CONTRATO DE VENTA.

If the purchase of the motor vehicle described herein is to be financed this agreement is subject to credit approval and assignment of a retail installment sales contract to a financial institution, and the Annual Percentage Rate (APR) may be negotiated with dealer and dealer may receive compensation for arranging financing on customer's behalf.

These documents are fully incorporated herein (when applicable): Conditional/Spot Delivery Agreement, We Own/Delivery Report and Used Vehicle Limited Warranty.

NO ORAL REPRESENTATIONS HAVE BEEN MADE TO THE PURCHASER and all terms of the agreement are contained on the front and back of this agreement and any documents incorporated herein. I have read the terms and conditions of this agreement with me, front and back, and agree to them. I certify that I am at least 18 years old and acknowledge receipt of a copy of this agreement.

I UNDERSTAND THAT THIS RETAIL BUYERS ORDER IS NOT BINDING UNLESS ACCEPTED BY DEALER OR HIS AUTHORIZED AGENT.

This motor vehicle contract is executed as of this date _____
PURCHASER(S) _____
SALESPERSON _____ ACCEPTED BY AUTHORIZED AGENT _____

Prepared By:
Leonard
Medina Auto Mall
3205 Medina Rd
Medina, OH 44256
Phone: (330) 723-3291
Fax: (330) 723-4092
Email: gooch@medinaautomall.net

2016 Retail Ram 3500 4WD Reg Cab 143" WB 60" CA Tradesman DD8L63

PRICING SUMMARY

PRICING SUMMARY - 2016 Retail DD8L63 4WD Reg Cab 143" WB 60" CA Tradesman

	<u>MSRP</u>	<u>Invoice</u>
Base Price	\$36,095.00	\$33,355.00
Total Options:	\$800.00	\$681.00
Vehicle Subtotal	\$36,895.00	\$34,036.00
Advert/Adjustments	\$0.00	\$0.00
Destination Charge	\$1,195.00	\$1,195.00
GRAND TOTAL	\$38,090.00	\$35,231.00

6,500.00

28,731.00

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 417.0, Data updated 12/15/2015
© Copyright 1986-2012 Chrome Data Solutions, LP. All rights reserved.

Customer File:

Prepared By:
 Leonard
 Medina Auto Mall
 3205 Medina Rd
 Medina, OH 44266
 Phone: (330) 723-3291
 Fax: (330) 723-4092
 Email: gooch@medinaautomall.net

2016 Retail Ram 3500 4WD Reg Cab 143" WB 60" CA Tradesman DD8L63

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2016 Retail DD8L63 4WD Reg Cab 143" WB 60" CA Tradesman

<u>CATEGORY</u>		<u>MSRP</u>	<u>Invoice</u>
<u>Code</u>	<u>Description</u>		
PRIMARY PAINT			
PBU	TRUE BLUE PEARLCOAT	\$0.00	\$0.00
PAINT SCHEME			
---	STANDARD PAINT	\$0.00	\$0.00
SEAT TYPE			
TXX8	DIESEL GRAY/BLACK, HD VINYL 40/20/40 SPLIT BENCH SEAT	\$0.00	\$0.00
GVWR			
Z8H	GVWR: 13,500 LBS (STD)	\$0.00	\$0.00
ADDITIONAL EQUIPMENT			
AHD	HEAVY DUTY SNOW PLOW PREP GROUP -inc: 220 Amp Alternator, Transfer Case Skid Plate Shield	\$200.00	\$170.00
BAJ	220 AMP ALTERNATOR	INC	INC
XEF	TRANSFER CASE SKID PLATE SHIELD	INC	INC
MRU	MOPAR BLACK TUBULAR SIDE STEPS	\$350.00	\$298.00
OPTIONS TOTAL		\$800.00	\$681.00

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 417.0, Data updated 12/15/2015
 © Copyright 1986-2012 Chrome Data Solutions, LP. All rights reserved.
 Customer File:



Equipment Company
www.zoresco.com

REMIT TO: CORPORATE OFFICE PITTSBURGH
1241 Lower Rodi Road, Turtle Creek, PA 15145; Phone (412) 829-2120; FAX (412) 829-7286
EIN# 25-1342527

PITTSBURGH NORTH: Cranberry Township, PA; Phone (724) 935-8700; EIN# 25-1551820
ALTOONA: Zoresco Storage Solutions, Altoona, PA; Phone (814) 941-9922; EIN# 25-1854944
CLEVELAND: Oakwood Village, OH; Phone (440) 359-1010; EIN# 25-1884535
CINCINNATI: Monroe, OH; Phone (513) 360-2929; EIN# 25-1551820

QUOTE #: 2015503631

TERMS: NET 10

PAGE #: 1

QUOTE DATE: 12/21/15

BILL TO: MEDINA AUTO MALL

END USER: MEDINA AUTO MALL

SALESPERSON: MJP

YEAR: 2016

MAKE: GMC

MODEL: TR36003

COLOR: STONE BLUE

ENGINE: 6.0L GAS

TRANS: AUTO

CA/WB: 60"/137"

PAD:

***** END USER: CITY OF NORTH ROYALTON *****

FURNISH AND INSTALL:

RUGBY X-SPEC DUMP BODY, MODEL 2000, WITH THE FOLLOWING:

- 9'4" DUMP BODY LENGTH
- 15" SIDE HEIGHT
- DIRT SHEDDER SLOPING BOTTOM NAILS
- FULLY BOXED TOP RAIL
- CROSSMEMBERS ON 16" CENTERS
- EE-LATCH TAILGATE HARDWARE
- S/T/T/ LIGHTS IN REAR POETS
- 3/4 CAB PROTECTOR WITH SCREENED WINDOW
- TAILBOARD GUSSET
- BACKUP ALARM
- ICC BUMPER
- FRONT MARKER LIGHTS
- PLATE HITCH WITH D-RINGS
- 7-WAY SPADE TRAILER PLUG
- FOUR-CORNER STROBE SYSTEM: [2] MOUNTED IN FRONT GRILLS; [2] MOUNTED ON REAR CORNER POST [ONE PER SIDE]
- 96" OVERALL DUMP BODY WIDTH
- 22" TAILGATE HEIGHT
- 10-GAUGE STEEL FLOOR, SIDES, AND ENDS
- 3" STRUCTURAL I-BEAM CROSSMEMBERS [INTERLACED]
- 3" FORMED CHANNEL LONGBILLS
- THREE PANEL TAILGATE
- TWO VERTICAL SIDE BRACES PER SIDE
- FULL HEIGHT BOARD GUSSETS
- MUDFLAPS
- SPLASH SHIELDS
- HRS20 DOUBLE ACTING HOIST: ELECTRIC
- BODY PAINTED BLACK (VD); NON-CLEARCOAT
- 2" SQUARE RECEIVER TUBE

WESTERN PRO-PLUS STEEL SNOWPLOW WITH THE FOLLOWING:

- 8.5' BLADE WIDTH
- 12-GAUGE STEEL BLADE
- TWO [2] SHOCK ABSORBERS
- CAST IRON DISC SHOES
- BLADE GUIDES
- ULTRA-MOUNT MOUNTING SYSTEM
- ELD-STAT ELECTRIC/HYDRAULIC POWER UNIT
- 31.5" BLADE HEIGHT
- FOUR [4] TRIP SPRINGS
- EIGHT [8] VERTICAL RIBS
- AUXILIARY PLOW LIGHTS
- STEEL CUTTING EDGE
- HAND-HELD CAB COMMAND CONTROL

OPTION [NOT INCLUDED IN BASE PRICE - CHECK IF DESIRED AND ADD TO BASE PRICE]:

- A) PAINT DUMP BODY STONE BLUE METALLIC (GIR) TO MATCH IN LIEU OF BLACK NON-CLEARCOAT PAINT.....ADD \$ 1027.00 ✓

INDIVIDUAL PRICED ITEMS ARE BASED ON ALL ITEMS BEING EQUIPPED ON UNIT AT THIS TIME. ITEMS NOT PURCHASED NOW, BUT ADDED AT LATER DATE MAY NOT BE AT THE PRICE INDICATED IN THIS QUOTE DUE TO MANUFACTURING AND/OR INSTALLATION

*** CONTINUED NEXT PAGE ***



REMIT TO: CORPORATE OFFICE PITTSBURGH
1241 Lower Rodl Road, Turtle Creek, PA 15145; Phone (412) 829-2120; FAX (412) 829-7288
EIN# 25-1342527

PITTSBURGH NORTH: Cranberry Township, PA; Phone (724) 935-8700; EIN# 25-1551820
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CINCINNATI: Monroe, OH; Phone (513) 360-2929; EIN# 25-1551820

QUOTE #: 2015503631

TERMS: NET 10

PAGE #: 2

QUOTE DATE: 12/21/15	YEAR: 2016	ENGINE: 6.0L GAS
BILL TO: MEDINA AUTO MALL	MAKE: GMC	TRANS: AUTO
END USER: MEDINA AUTO MALL	MODEL: TK36003	CA/WB: 60"/137"
SALESPERSON: NJP	COLOR: STONE BLUE	F&D:

PROCESSSES. PLEASE REVIEW THE ABOVE INFORMATION COMPLETELY. THESE SPECIFICATIONS AS SHOWN CONSTITUTE AN ORDER AND ANY CHANGE MUST BE MADE IN WRITING. IF THERE ARE NO QUESTIONS, PLEASE SIGN AND RETURN. WE MUST BE IN RECEIPT OF A SIGNED COPY PRIOR TO PROCESSING YOUR ORDER.

BY: _____ DATE: _____ PO#: _____ DEALER CODE: _____

ZORESICO SHALL NOT BE LIABLE FOR FAILURE TO PERFORM OR FOR ANY DELAY IN PERFORMANCE DUE TO ANY ACTS OF GOD, STRIKE OR OTHER LABOR DIFFICULTY, ACT OF ANY GOVERNMENTAL AUTHORITY OR OF THE PURCHASER, FUEL SHORTAGE, WRECKE OR DELAYS IN TRANSPORTATION, INABILITY TO OBTAIN NECESSARY LABOR, MATERIAL OR MANUFACTURING FACILITIES FROM USUAL SOURCES OR FAILURE OF SUPPLIERS TO MEET THEIR CONTRACTUAL OBLIGATIONS OR DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL. IF ANY SUCH EVENTS OCCUR, ZORESICO MAY EXTEND DELIVERY DATES BY A PERIOD OF TIME NECESSARY TO OVERCOME THE EFFECTS OF SUCH DELAY, ALLOCATE AVAILABLE PRODUCTS, OR CANCEL PURCHASE ORDERS. DUE TO FLUCTUATIONS IN MATERIAL COSTS AND AVAILABILITY, QUOTES PUBLISHED BY ZORESICO WILL BE HONORED FOR NO MORE THAN 30 DAYS FROM THE DATE OF ISSU.

BASE PRICE	14,479.00
SALES TAX	0.00
TOTAL	14,479.00



City of North Royalton

Mayor Robert A. Stefanik

Thomas J. Jordan Community Development Director

11545 Royalton Road, North Royalton, OH 44133

Phone: 440-237-5484

Email: tjordan@northroyalton.org

Fax: 440-582-3089

TO: Laura Haller, Legislative Director

FROM: Thomas J. Jordan, Community Development Director 

DATE: January 14, 2016

RE: State Purchase Vehicle

We are requesting legislation be drawn up for approval at the January 19, 2016 Council meeting for state purchase of a vehicle for the Building Division. Below is the **revised cost** which includes delivery charges and registration fees:

One – 2017 Ford Fusion S Model #F/S at a cost of \$17,959.64.

Vendor: Middletown Ford
1750 N. Verity Parkway
Middletown, Ohio 45042
513-420-8700
Vendor #261
DAS#RS901016

Thank you.

CC: Mayor Stefanik
Thomas Kelly, Law Director
Eric Dean, Finance Director
Larry Antoskiewicz, Council President

Middletown Ford Fleet Department
 1750 N. Verity Parkway
 Middletown, OH 45042
 (513) 420-8700

ashley.hillis@middletownford.com
darco.murphy@middletownford.com

To whom it may concern,

Thank you for allowing Middletown Ford to bid on your:

Vehicle Information							Date: 01/12/2016
Item #	Year	Make	Model	Trim	Body Style	Color	No. of Units
2AA	2017	FORD	FUSION	S	SEDAN	OXFORD WHITE	1

Buyer Information						
Name	Address	City	State	Zip Code	Phone Number	
CITY OF NORTH ROYALTON					440-582-6234	

Vehicle Bid (Per Unit)			Amount Due At Inception:	
Item ID No.	Description	Selling Price	Down Payment:	
2AA	2017 FUSION	\$17,773.39	Cash Deposit:	\$0.00
	N/A	\$0.00	Cash Down Payment:	\$0.00
	N/A	\$0.00		
	N/A	\$0.00	Rebate(s):	
	N/A	\$0.00	N/A	\$0.00
	N/A	\$0.00		
	N/A	\$0.00	Trade(s):	
	N/A	\$0.00	Trade 1	\$0.00
	Delivery	\$167.75	Trade 2	\$0.00
	Title Fee	\$0.00	Trade 3	\$0.00
	Reg. Fee (45-Day Tag)	\$18.50	Total Net Trade(s)	
	Other Fees	\$0.00		
	Total Due	\$17,959.64	Total Credits	\$0.00

We would also like to announce that we participate in the state's Minority Business Enterprise (MBE) Program.

Please see attached documents for further details. We greatly appreciate you giving Middletown Ford the opportunity to earn your business. The above quote is good for thirty days unless otherwise specified. State bids follow bid terms as specified in the state contract. **PLEASE NOTE ANY ADDED FEATURES SUCH AS DUMP BODIES, UTILITY BODIES, SNOW PLOWS ETC.. WILL ADD 6 TO 8 WEEKS ON DELIVERY TIME. WE ALSO ACCEPT TRADE-INS!**

Sincerely,
 Ashley Hillis, Fleet Manager
 Darco Murphy, Fleet Director

PRICE SCHEDULE

Minority Business Enterprise Award In Accordance with ORC CH. 125.081

ITEM #2AA – SEDAN – MIDSIZE - GASOLINE

DELIVERY: 56-70 DAYS A.R.O. (SEE IV.A.)	INDICATE CITY/STATE OF MANUFACTURER: Flatrock, Michigan		
CONTRACTOR: Middletown Ford	MFG: Ford	MODEL: Fusion	MODEL NUMBER: P0G
ITEM ID NO.: 28263	UNIT PRICE: \$ 17,773.39		

ITEM ID NO.	DELIVERY CHARGE	UNIT COST
28325	Delivery charge per mile, per vehicle round trip map mileage for delivery by the contractor:	\$ 0.383
28324	Minimum Delivery Charge	\$ 115.00

ITEM ID NO.	DEALER OPTION/ORDER CODE	OPTION	UNIT COST
28264	TAGS	45-Day Tags	\$ 18.50
28265	PARTS	Parts Manual (Bidder to Specify Paper or Electronic)	\$ 225.00
28266	SERVICE	Service Manual (Bidder to Specify Paper or Electronic)	\$ 275.00
28267	KEY	Additional Set of Keys with FOB Enabling Electronic Keyless Entry (1 KEY/1 FOB)	\$ 289.95
Note on P.O.	SBE	Seat Belt Extender (1 Unit)	\$ 0.00

INSTRUCTIONS TO STATE AGENCIES REQUESTING UNSPECIFIED OPTIONS: State agencies that require additional equipment that is not listed in the option table above will need to provide the following to the current contract analyst listed on the contract website overview page, for approval;

1. Quote: Lists the unit price and the contents of the option(s). Manufacturer's invoice should be included.
2. Justification: Specific reasoning why the unlisted option is needed to perform job duties.

UNSPECIFIED OPTION PRICE: 3.00% above manufacturer invoice.

List standard paint colors: Shadow Black, Tectonic Silver, Guard Metallic, Deep Impact Blue, Magnetic, Ingot Silver,

Oxford White

ORDINANCE NO. 16-25

INTRODUCED BY: Muller, Antoskiewicz, Nickell
Co-Sponsor: Langshaw, Marnecheck

AN ORDINANCE AUTHORIZING THE MAYOR TO SUBMIT TWO APPLICATIONS TO THE
NORTHEAST OHIO AREAWIDE COORDINATING AGENCY FOR FUNDING THROUGH THE
TRANSPORTATION FOR LIVABLE COMMUNITIES INITIATIVE,
AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton is submitting two applications to the Northeast Ohio Areawide Coordinating Agency (NOACA) for funding through the Transportation for Livable Communities Initiative (TLCI); and

WHEREAS: The first application is in the amount of \$108,900 for an Implementation Grant for the installation of sidewalks, with the City of North Royalton agreeing to perform in-kind work on the storm water sewer, and purchase \$41,500 in materials for the project; and

WHEREAS: The second application is in the amount of \$58,080 for an Implementation Grant for the installation of sidewalks, with the City of North Royalton agreeing to provide a cash match in the amount of \$14,520 for a total project cost of \$72,600; and

WHEREAS: The TLCI Program provides federal funds for projects that integrate transportation and land use planning, increase transportation options, promote livability, and advance the goals of NOACA's Strategic Plan for northeast Ohio; and

WHEREAS: The TLCI program is paid on a reimbursement basis, requiring the applicant to first expend funds (if matched) and then request reimbursement from NOACA; and

WHEREAS: The City of North Royalton agrees to abide by all federal requirements as a sub-recipient of federal transportation funds, including Title VI of the Civil Rights Act of 1964 and the Americans with Disabilities Act, and including all applicable federal procurement requirements; and

WHEREAS: The City of North Royalton agrees to be responsible for managing any and all sub-contracting agencies, organizations, or consultants; and

WHEREAS: The City of North Royalton agrees to complete the agreed upon scope of services or will forfeit current and future TLCI awards; and

WHEREAS: The City of North Royalton is authorized to execute a contract with the Ohio Department of Transportation (ODOT) and NOACA if selected for the TLCI Program.

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

Section 1. The Mayor is hereby authorized to submit these applications to NOACA, acting as designated recipient of USDOT funds, for the TLCI Program and to execute a contract with NOACA if selected for funding in a form approved by the Law Department.

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 submit these applications to the Northeast Ohio Areawide Coordinating Agency (NOACA) for funding through the Transportation for Livable Communities Initiative (TLCI) for these Implementation grants.

