

DATE:	<u>December 18, 2023</u>	1 ST READING:	<u>December 18, 2023</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u>January 2, 2024</u>
REFERRED BY:	<u></u>	3 RD READING:	<u>February 5, 2024</u>
TEMPORARY NO:	<u>T 146-2023 Amended</u>	ADOPTED:	<u>February 5, 2024</u>
		EFFECTIVE:	<u>March 6, 2024</u>

Planning Commission on 12-12-2023
Amended on the floor on 12-18-2023
Tabled until 02-05-2024 on 01-02-2024

ORDINANCE NO. 2024-3

AN ORDINANCE VACATING A PORTION OF PLEASANT AVENUE.

WHEREAS, the City of North Ridgeville (the City) may have rights and/or entitlements to Pleasant Avenue to the extent that it is a public right-of-way; and

WHEREAS, the City has received a petition from Thomas S. Kelly requesting the vacation of a portion of Pleasant Avenue extending from the Center Ridge Road right-of-way, north to the northerly edge of adjacent properties owned by Mr. Kelly as described in the petition and attached exhibits; and

WHEREAS, the vacation of said portion of Pleasant Avenue is being requested to allow for parking expansion in support of the adjacent business; and

WHEREAS, the right-of-way will be vacated and deeded to Mr. Kelly as a separate parcel or attached to the adjacent parcels where they abut; and

WHEREAS, the vacation will not result in any adverse impacts to traffic patterns, local access or operations or the City's street system; and

WHEREAS, pursuant to properly published notice, a public hearing was held before City Council on February 5, 2024, at which time Council provided the opportunity to hear from the public regarding the proposed vacation.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. Approximately 6,017 square feet of Pleasant Avenue, which is identified more particularly on Exhibits A and B which are attached hereto and incorporated herein, shall be vacated and closed as a public right-of-way.

SECTION 2. The vacation and any subsequent conveyance by way of City quit claim deed shall be subject to a twenty-foot (20'-0") utility easement along the easterly line of said vacated property, preserving the City's currently existing rights and benefit for an existing water line in this area, including access and maintenance as required.

SECTION 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted 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 accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4. This Ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: February 5, 2024



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: Feb 07, 2024



Kevin Corcoran
MAYOR

CITY OF NORTH RIDGEVILLE
PLANNING COMMISSION

<input checked="" type="checkbox"/> Approval Granted	<input type="checkbox"/> Request Rejected
Refer For Council Approval:	
BZBA Approval Required:	
Other Conditions: <i>Add waterline easement to the street vacated</i>	
DATE: <i>12.12.23</i>	BY: <i>[Signature]</i>

ATE AREA OF PROPOSED VACATION OF PLEASANT AVENUE = 6017 SQ. FEET

NOTE: WATERLINE MAPPED FROM FIELD OBSERVATIONS AS MARKED BY CITY

Site location:
Pleasant Ave. & Center Ridge Rd.
North Ridgeville, Ohio

PREPARED AT THE REQUEST OF:
Thomas & Kelly

BARBOSA AND ASSOCIATES LLC
5604 CASE ROAD
NORTH RIDGEVILLE, OH 44039
440.327.4776

7/8/2023
JOB No: 2023-5-12

GRAPHIC SCALE

0 60 120
30 (IN FEET)

SCALE: 1" = 60'

EXHIBIT 'A'
VACATION PLAT FOR PART OF
Pleasant Avenue & Proposed Waterline Easement
RIDGEVILLE HEIGHTS SUBN. PV 10 PAGES 11, 12
CITY OF NORTH RIDGEVILLE, COUNTY OF LOHMEYER
STATE OF OHIO

LEGEND:

- ① = 1" WIDE SET WITH 1" CURB
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Exhibit B

EXHIBIT 'B'

Barbosa and Associates LLC
5604 Case Road North Ridgeville, Ohio 44039 (440) 327-4776

Vacation for part of Pleasant Avenue

Situated in the City of North Ridgeville, County of Lorain, and State of Ohio and being known as part of Ridgeville Township Original Lot 8 and further described as follows:

Being a portion of Pleasant Avenue forty feet in width extending from the north line of Center Ridge Road along the centerline of Pleasant Avenue northerly to an angle point and continuing to a point 90 degrees from centerline of Pleasant Avenue to the west to the northeast corner of subplot 1 Block "B" continuing to the north to a point 90 degrees from the centerline of Pleasant Avenue to the east, to the southwest corner of subplot 15 Block "A" as shown in Ridgeville Heights Subdivision and recorded in Plat Volume 10 Pages 11 and 12 of Lorain County Maps and Records, containing within said bounds 6,016.883 square feet (0.138 of an acre) of land, be the same more or less but subject to all legal highways, easements, rights and agreements as surveyed by Wilfredo Barbosa Professional Surveyor PS#8301 in July, 2023.

APPROVED
DEC 12 2023

Petition for Partial Street Vacation
Pleasant Street, North Ridgeville, Ohio

APPROVED
DEC 12 2023

I, Thomas S. Kelly, being the owner of parcels 070000811-3040, 4005, 4006, 4007 & 4008 which abut a portion of Pleasant Avenue as described in the attached Legal Description and as shown on the attached plat do hereby petition to have said portion of Pleasant Avenue vacated.

The purpose of the proposed vacation is to allow for expanded parking in support of the adjacent business under my ownership.

In exchange for said vacation, I hereby agree to provide a twenty foot (20'-0") easement to the city along the easterly line of the vacated property for access to and maintenance of a city water line located in this area.

I certify that no other property owners abut the portion of right of way to be vacated and hereby request your approval of this petition for vacation.

Signed: Thomas S. Kelly Date: 10/31/23
Address: 33256 Penitence Ridge Rd North Ridgeville, Ohio
Telephone: 440-258-7710 44039

APPROVED
DEC 12 2023

CERTIFICATION

I, THOMAS S. KELLY, requesting to vacate property located at
PLEASANT AVENUE from PUBLIC STREET to
ADJACENT OWNERS, do hereby certify that the names and
addresses herein provided were obtained from the Lorain County Auditor's Office
and/or Treasurer's Office. Where the words NO ADDRESS appears, it is
not known or there is a bank code and no address is available.



NAME

THOMAS S. KELLY

33312 CENTER RIDGE RD.
NORTH RIDGEVILLE, OH.

ADDRESS

10/31/23

DATE

Partial Pleasant Street Vacation
Adjacent Property Owners

Parcel Number :	Owner :
0700008113040	Thomas S. Kelly 33312 Center Ridge Road North Ridgeville, Ohio
0700008114005	Thomas S. Kelly 33312 Center Ridge Road North Ridgeville, Ohio
0700008114006	Thomas S. Kelly 33312 Center Ridge Road North Ridgeville, Ohio
07000081144007	Thomas S. Kelly 33312 Center Ridge Road North Ridgeville, Ohio
0700008114008	Thomas S. Kelly 33312 Center Ridge Road North Ridgeville, Ohio

APPROVED
DEC 12 2023

DATE:	<u>February 5, 2024</u>	1 ST READING:	<u>February 5, 2024</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u>Dispensed</u>
REFERRED BY:	<u></u>	3 RD READING:	<u>Dispensed</u>
		ADOPTED:	<u>February 5, 2024</u>
		EMERGENCY:	<u>February 5, 2024</u>
		EFFECTIVE:	<u>February 5, 2024</u>

ORDINANCE NO. 2024-15

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NORTH RIDGEVILLE, OHIO, TO ENTER INTO A CONTRACT WITH THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 2129, AFL-CIO, AND DECLARING AN EMERGENCY.

WHEREAS, City Council and the Administration of the City of North Ridgeville, Ohio, have conducted extensive negotiations with the International Association of Firefighters, Local 2129, AFL-CIO as the bargaining representative for its members and such negotiations have resulted in a tentative agreement between the parties.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. The Mayor is hereby authorized and directed to enter into an agreement with the International Association of Firefighters, Local 2129, AFL-CIO, upon the terms and conditions as substantially (allowing for possible non-substantive grammatical corrections or format adjustments) set forth in **Exhibit “A”** attached hereto and made a part hereof as though fully rewritten herein, on behalf of all of the employees in the bargaining unit.

SECTION 2. Said contract shall be effective January 1, 2024, through December 31, 2026, and shall be deemed retroactively effective to that date of commencement as to all terms therein, including wages, as if this ratifying Ordinance was adopted prior to January 1, 2024.

SECTION 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted 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 accordance with all legal requirements, including §121.22 of the Ohio Revised Code.

SECTION 4. This Ordinance is hereby declared to be an emergency measure, the emergency being in order to allow the contract to go into effect immediately. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: February 5, 2024



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: Feb 07, 2024



Kevin Corcoran
MAYOR

1-29-24 FINAL Draft

Exhibit A

AN AGREEMENT

BETWEEN

THE CITY OF NORTH RIDGEVILLE, OHIO

AND

THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
LOCAL 2129, AFL-CLO

EFFECTIVE:

JANUARY 1, 2024 – DECEMBER 31, 2026

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ARTICLE I

PREAMBLE

1.01 This Agreement is hereby entered into by the between the City of North Ridgeville, Ohio hereinafter referred to as “Employer,” and the International Association of Fire Fighters, Local 2129, AFL-CLO, hereinafter referred to as the “Union.”

ARTICLE II

RECOGNITION

2.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment for all full-time employees employed in the Fire Department, occupying the positions of firefighter, Paramedic, Lieutenant and Captain, excluding all part-time, seasonal and temporary employees. All other employees are excluded from the bargaining unit. Such recognition shall continue for a term as provided by law.

ARTICLE III

DUES DEDUCTIONS

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

3.02 A check in the amount of the total dues withheld from those employees authorizing dues deductions, shall be tendered to the Treasurer of the Union within thirty (30) days from the date of the deductions. The Employer shall supply the Union with a list of those employees for whom dues deductions have been made.

3.03 Fair Share Fee: Pursuant to Section § 4117.09(C) of the Ohio Revised Code all employees, sixty (60) days following the beginning of employment or the effective date of the

collective bargaining agreement, whichever is later, who are in the bargaining unit and are not members of the Union shall have a fair share fee equal to the annual dues of the Union deducted by the Employer from their payroll check. The fees will be collected only upon written request by the Union and only once per calendar year from any employees, and the Employer shall forward all fees collected to the Union. The Union shall prescribe an internal procedure to determine a rebate, if any, for non-members which conforms to federal and state law, provided a non-member makes a timely demand on the Union. This section does not require any employee to become or remain a member of the Union as a condition of employment.

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

ARTICLE IV MANAGEMENT RIGHTS

4.01 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire, discharge, transfer, suspend and discipline employees; 2) determine the number of persons required to be employed or laid off; 3) determine the qualifications of employees covered by this Agreement consistent with applicable Civil Service Rules and Regulations; 4) determine the starting and quitting time and the number of hours to be worked by 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 consistent with applicable Civil Service Rules and Regulations; 8) determine the type of equipment used and the sequence of work processing; 9) determine the making of technological alterations by revising either process or equipment or both; 10) determine work standards and the quality of work to be

produced; 11) select, and locate buildings and other facilities; and, 12) establish, expand, transfer, and/or consolidate work process 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 of change in any respect the legal status, management or responsibility of such property, facilities, or processes or work.

4.02 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer, in regard to the operation of its work and business and the direction of its work force 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 V NO STRIKE

5.01 The Union shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike, slowdown, walkout, work stoppage or interference of any kind in the operation of the Fire Department.

5.02 The Union shall at all times cooperate with the City in continuing the operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of paragraph 5.01. The Union shall immediately notify all employees that the strike, slowdown, work stoppage or other interference in the operation of the Fire Department is prohibited and is not in any way sanctioned or approved by the Union. Furthermore, the Union shall order all employees to return to work at once.

5.03 It is further agreed that any violation of the above paragraphs will be sufficient grounds for disciplinary action.

5.04 The Employer shall not lockout any employee for the duration of this agreement.

ARTICLE VI

NON-DISCRIMINATION

6.01 The Employer and the Union agree not to unlawfully discriminate against any employee(s) on the basis of race, color, religion, national origin, age, sex or disability.

6.02 The Employer and the Union recognize the right of all employees to be free to join the Union and to participate in lawful Union activities. Therefore, the Employer and the Union agree that there shall be no discrimination by the Employer or the Union against any employee because of Union membership or non-membership.

ARTICLE VII

UNION RIGHTS

7.01 Employees elected or appointed by the Executive Board of the Union or employees who hold election Union office, shall be granted time off of the job to perform their Union functions, including attendance at conventions, conferences, and seminars, without loss of pay, not to exceed two (2) members of the Union off duty at any one time. Said employees shall be granted time off with pay, to attend one (1) convention per year, two (2) District Meetings per year, two (2) seminars or conferences per year, and/or contract negotiations between the City and the Union. Attendance at any such convention, meeting or seminar will not be permitted unless at least nine (9) calendar days notice is received by the Chief to prevent the necessity of overtime to fill in for the employees so attending.

7.02 Attendance at conventions shall be limited to a maximum of two (2) tours of duty per person. Attendance at conferences shall be limited to a maximum of one (1) tour of duty per person. Reasonable notice (at least one week for local conferences and by the beginning of the calendar month for conventions) shall be given to the City.

7.03 Employees may go shopping for food and supplies as is reasonably necessary and as shall not impede Fire Department operations.

7.04 A Labor/Management Committee is hereby created to meet periodically with up to three (3) Employer representatives and up to three (3) Union representatives to discuss matters of a mutual concern, except those subject to grievance or negotiations. The Committee shall review any new SOP or Rules or Regulations for input to the Chief. In the event there is a dispute regarding any such rules, the Committee shall meet with the Mayor participating to resolve the matter.

7.05 The City agrees to allow the Union to install and maintain the proper lines necessary to run fax machines, computers, etc., owned by the Union.

ARTICLE VIII SUBSTANCE TESTING AND ASSISTANCE

8.01 Drug and alcohol screening/testing shall be conducted randomly and upon reasonable suspicion, which means that the Employer possesses facts that give rise to reasonable suspicion that an employee is currently or had recently been engaging in the use of illegal drugs or improper use of alcohol. Drug screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceedings. Under no circumstances may the results of drug screening or testing be released to a third party. The following procedure shall not preclude the Employer from other administrative action.

8.02 All drug and alcohol screening tests shall be conducted by medical laboratories licensed by the State of Ohio. The procedure utilized by the test lab shall include a chain of custody procedure and mass spectroscopy confirmation of any positive initial screening.

8.03 Drug screening tests shall be given to employees to detect the illegal use of a controlled substance as defined by the Ohio Revised Code. If the screening is positive, the employee shall be ordered to undergo a confirmatory test of blood by the gas chromatography mass spectrophotometry method which shall be administered by a medical laboratory licensed by the State of Ohio. The employee may have a second confirmatory test done at a medical laboratory

licensed by the State of Ohio of his choosing, at his expense. This test shall be given the same evidentiary value of the two (2) previous tests. If at any point the results of the drug testing procedures conducted by the City specified in this Article are negative, (employee confirmatory tests not applicable) all further testing and administrative actions related to drug/alcohol testing shall be discontinued. Negative test results shall not be used against an employee in any future disciplinary action or in any employment consideration decision.

8.04 Upon the findings of positive test results for an illegal controlled substance by the chemical tests, the Employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used an illegal, controlled substance. Upon the conclusion of such investigation, an employee who has tested positive for the presence of illegal drugs pursuant to this section, may be referred to an employee assistance program or detoxification program as determined by appropriate medical personnel on drug and alcohol counseling unless the employee has previously tested positive for the use of drugs, refuses to participate in the EAP, in which case the Employer may impose disciplinary action. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, personal days, holiday time or compensatory time for the period of the detoxification program. If no such leave credits are available, such employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and a retest that demonstrates the employee is no longer illegally using a controlled substance, the employee may be returned to his position. Such employee may be subject to periodic retesting at the discretion of the Employer upon his return to his position. Any employee in the above-mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed ninety (90) days.

8.05 If the employee refuses to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation, or if he tests positive at any time within eighteen (18) months after his return to work upon completion of the program of rehabilitation, such employee shall be subject to disciplinary action. Except as otherwise provided herein; costs of all drug screening tests and confirmatory tests shall be borne by the Employer. For the purpose of this Article, “periodic” shall mean not more than three (3) times per year, except that drug tests may be performed at any time upon, “reasonable suspicion” of drug use.

8.06 No drug testing shall be conducted without the authorization of the Fire Chief. If the Chief orders, the employee shall submit to a toxicology test in accordance with the procedure set forth above. Refusal to submit to toxicology testing after being ordered to do so may result in disciplinary action. Records of drug and alcohol testing shall be kept in the office of the Fire Chief and shall be kept confidential except as provided by the Ohio Public Records law; however, test results and records may be used for future disciplinary actions as set forth in the Article.

8.07 The employee and the IAFF shall be given a copy of the laboratory report of both specimens before any discipline is imposed.

8.08 Employees that purposely make false accusations pursuant to this Section shall be subject to discipline including but not limited to discharge. Records of disciplinary action or rehabilitation resulting from positive test results may be used in subsequent disciplinary actions for a period of four (4) years.

8.09 Random drug testing may be conducted not more than twice in a calendar year, with no more than thirty (30%) percent of bargaining unit employees being tested each time. The selection of the employees to be tested will be performed by a laboratory licensed in the State of Ohio using its policies and procedures.

ARTICLE IX

RULES AND REGULATIONS

9.01 It is understood and agreed that the Employer has the authority to promulgate work rules, policies, procedures and directives to regulate the conduct of the Employer's business. Such matters shall be reduced to writing and made available to all employees.

9.02 The Union agrees that its members will comply with all Fire Department Rules and Regulations, including those relating to conduct and work performance of employees as outlines in 9.01, above.

9.03 The Employer may name up to three (3) representatives and the Union may name up to three (3) representatives to sit as a committee to discuss Fire Department Rules and Regulations when deemed necessary. The meetings will be convened at a mutually agreeable time upon the request of either the Employer or the Union within seven (7) calendar days from the date of the request during the term of this Agreement.

ARTICLE X

SAFETY COMMITTEE

10.01 There is hereby established a joint Safety Committee consisting of two (2) members of the bargaining unit and two (2) members of the Administration which shall meet quarterly to identify unsafe conditions as they exist.

10.02 Should a dispute exist among the Committee members; the Committee may submit their dispute to the Mayor. His reply shall be made within ten (10) calendar days to the Safety Committee.

10.03 If the dispute is not settled after the Mayor's reply or proposed corrective action, the Safety Committee may meet with the appropriate committee of City Council to discuss the situation. The City Council Committee shall reply within ten (10) calendar days to the Safety Committee and such reply shall be final.

ARTICLE XI

PROBATIONARY PERIOD

11.01 All newly hired employees will be required to serve a probationary period of one (1) year from the date all certificates required by the City are received. During said period, the Employer shall have the right to discipline or discharge such employee(s), based on monthly evaluations given by the Employer during the probationary period, and such action shall not be appealable through the Disciplinary, Grievance or Arbitration Procedures herein contained or to any Civil Service Commission. Employees shall be moved to the next step on the salary schedule after one (1) year of employment.

11.02 If an employee is discharged or quits while on probation, and is later rehired, he shall be considered to be a newly hired employee.

11.03 All employees who are promoted shall serve a promotional probationary period of twelve (12) months. During said period, the Employer shall have the right to demote such employees for just cause as outlined in the disciplinary section of this contract and shall be based upon monthly evaluations given by the Employer during the probationary period.

11.04 If an employee leaves the employment of the City within twenty-four (24) months of their hire date, said employee shall be required to reimburse the City, on a prorated basis, for the cost of the turnout gear which will become theirs to keep.

ARTICLE XII

HOLIDAYS

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

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Easter	Day before Christmas
Independence Day	Christmas Day
Memorial Day	Labor Day

12.02(a) Should an employee work on one of the above holidays, he shall be entitled to twelve (12) hours of duty off which may be taken within twelve (12) months from the date earned, plus an additional eighteen (18) hours of straight time pay based on the 2592 rate of pay.

12.02(b) Employees not working the holiday shall receive an additional twelve (12) hours off with pay, or pay in lieu of the holiday at the 2592 rate of pay, to be taken at the employee's option upon the approval of the Shift Officer with notice to the Fire Chief.

12(c) Holiday Hours banked in lieu of pay shall be cashed out upon separation of employment.

12.03 In addition to the above holidays, each employee shall be entitled to three (3) personal day tours of duty off with pay each contract year. Such days shall be available January 1st and must be taken within the contract year earned or they will be forfeited. Such days may be taken in hourly segments. New hires shall receive a prorated amount of personal time based on 2.76 hours per pay period, rounded to the nearest half hour.

12.04 Employees who work on New Year's Day, Easter, Thanksgiving or Christmas shall be allowed one and one-half hours (1.5) off with pay for every twelve (12) hours worked for the purpose of eating a holiday dinner at home. Such time off shall be scheduled by the Shift Officer. Such time shall not be authorized if it results in the call-in of any employee. If such time is not available due to staffing, the employee shall be permitted to convert the meal time into straight Compensatory Time.

12.05 All paid time off earned pursuant to the Article which is to be taken at a future date, must be approved of in advance of its use by the Shift Officer. There shall be no provisions for tentative time off.

ARTICLE XIII

VACATIONS

13.01 All full-time employees shall receive a vacation at full pay upon the completion of one (1) year of full service. Thereafter, vacation time shall be earned in accordance with the following schedule:

<u>Hire Date</u>	<u>No Vacation</u>
1 st Anniversary	5 tours
2 nd Anniversary	5 tours
3 rd Anniversary	5 tours
4 th Anniversary	7 tours
5 th Anniversary	7 tours
6 th Anniversary	7 tours
7 th Anniversary	7 tours
8 th Anniversary	8 tours
9 th Anniversary	8 tours
10 th Anniversary	8 tours
11 th Anniversary	8 tours
12 th Anniversary	10 tours
13 th Anniversary	10 tours
14 th Anniversary	11 tours
15 th Anniversary	11 tours
16 th Anniversary	11 tours
17 th Anniversary	11 tours
18 th Anniversary	11 tours
19 th Anniversary and up	12 tours

13.02 The process of selection of vacation time shall be divided into two (2) separate groups being one for officers and one for Firefighters. A maximum of three (3) members shall be permitted off per shift. The Officers shall pick for one (1) slot on each shift and the Firefighters shall pick for the remaining slots. Within the members of the officer's group and the Firefighters group, vacations will be chosen based on seniority and must be used within one (1) year of the date earned or else they will be forfeited, subject to the provisions of Article 13.31. No vacation time can run past the employee's next anniversary date except for as outlined in Article 13.03.

13.03 In the event an employee does not take the vacation earned, he shall lose the vacation earned and shall not be paid in lieu thereof, except in the specific instances when the employee is prevented from taking the earned vacation:

- a) Through the prohibitive scheduling of the employee's supervisor, or
- b) By conflict with medical leave restriction, or
- c) Where vacation is banked in accordance with Paragraph 13.04.

13.04 Members of the bargaining unit may voluntarily choose to defer a maximum of two (2) tours of vacation time per year. This deferred vacation time must be banked in twenty-four (24) hour segments (no partial tours of duty). Beginning January 1, 2001, deferred vacation shall be paid at the employee's current rate of pay at the time the deferred vacation is paid out. Deferred vacation is paid upon the: (1) retirement of the employee; (2) the disability retirement of the employee; or (3) upon the termination of the employee. In the event of the death of an employee, the deferred vacation shall be paid in accordance with this section to the employee's estate. All payments pursuant to this section shall be paid by separate check. Any vacation time banked prior to January 1, 2001 will be paid out at the rate of pay at the time the vacation was

banked. No employee will be permitted to bank more than thirty (30) vacation days from January 1, 2001 until such time it is paid out.

13.05 If an employee retires and/or retires with disability, he/she shall be entitled to cash out accrued but unused vacation time remaining in his/her banks.

ARTICLE XIV SICK LEAVE

14.01 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 contagious disease communicable to other employees; and 3) serious illness or injury in the employee's immediate family.

14.02 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 or paid and shall accumulate such sick leave for future use to an unlimited amount. New employees will be advanced seventy-two (72) hours of sick time upon being hired.

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

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

14.05 The Mayor/Designee ~~Fire Chief~~ may require such proof of illness or injury as may be satisfactory to him, or may require the employee to be examined by a physician designated and paid by the Employer. In any event, an employee absent on sick leave must supply a written and signed report attesting to his illness.

14.06 If the employee fails to submit adequate proof of illness or injury upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Mayor/Designee finds that is not satisfactory evidence of illness or injury sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay. If the sick time has already been charged against the employee's sick time, then the sick

time hours shall be deducted from the employee's next pay, or upon the completion of any grievance process filed in regards to said sick time denied.

14.07 Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline up to and including termination as established in Article XXXIII of this Contract.

14.08 The Mayor/Designee may require an employee who has been absent due to a personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated by the Employer and paid by the Employer, to establish that he is not disabled from the performance of his normal duties and that his return to work will not jeopardize the health and safety of other employees. Failure to comply with order may result in discipline up to and including termination.

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

14.10 Upon the occurrence of any of the following events, an employee who has not less than ten (10) years of continued service with the employer shall be entitled to a cash payment of the value of the herein defined amount of earned and unused sick leave hours:

- 1) Retirement of the employee;
- 2) Disability retirement of the employee;
- 3) Death of the employee;
- 4) Separation from employment for any reason except termination for just cause.

Any qualifying employee(s) or the employee's estate shall be entitled to receive cash payment for the total number of accumulated but unused sick hours earned by the employee as certified by the Director of Finance not to exceed fifteen hundred hours (1500) of pay at the current rate of pay. Said sum shall be paid by separate check. Any employee hired on or after January 1, 2014

shall be entitled to the cash payments referenced above, but not to exceed twelve hundred (1200) hours of pay.

14.11 Any member of the bargaining unit, who has no chargeable sick leave over six (6) consecutive pay periods, shall be awarded twelve (12) hours of Reward time in the next pay period.

14.12 All Reward tours of duty earned pursuant to this Article which are to be taken off at a future date or as personal time, must be approved of in advance by the Shift Officer.

14.13 The Employer agrees that the employee can option to receive payment for Reward Time earned for non-use of sick time. Employees may option to receive payment of said Reward Time earned following the accumulation of twenty-four (24) hours of time. Payments shall be made the first pay period following the accumulation of said twenty-four (24) hours, the employee is required to submit the proper form in the timekeeping system for cash out. Unused but accumulated Reward Time shall be cashed out upon separation.

14.14 Commencing on the effective date of this Collective Bargaining Agreement, no more than 48 hours of Reward Time may be accumulated and "banked" to the credit of an employee's account. Any Reward Time hours accumulated in excess of 48 hours must be cashed out and paid to the employee no later than the first pay period in December. The employee is required to submit the proper form in the timekeeping system for cash out. Failure to submit said form by the first pay period in December will result in a loss of Reward time. Reward time earned in last pay period of the year shall carry forward to the following year.

Any accumulated Reward Time existing in an employee's account prior to the effective date as of the 2015-2017 Collective Bargaining Agreement shall be referred to as "Reward Time A" and shall remain on account to the credit of the employee, the full balance of which may be carried forward unaffected by the 48 hour maximum cap imposed by this section 14.14.

Any Reward Time earned and/or accumulated by an employee following the effective date as of the 2015-2017 Collective Bargaining Agreement shall be referred to as “Reward Time B”, and shall be subject to the 48 hour maximum cap established by this section 14.14.

ARTICLE XV INJURY ON DUTY

15.01 Every full-time employee of the Fire Department shall receive full pay for a period not to exceed six (6) months on account of sickness or injury, provided that such disability was occasioned while in the direct line of full-time duty, and such employee may upon City approval, receive one-half (1/2) pay for a period not to exceed an additional six (6) months. In no event shall both periods of disability extend beyond twelve (12) months. In the event the disability exceeds the injury on duty leave provisions, the employee may utilize any accumulated leave benefits. During a second six (6) month period of disability caused by duty injury and approved by the City, the employee shall be entitled to cash out any earned time, other than and not to include sick time, in a per pay period basis, in an amount necessary to supplement the “half pay” being received and to bring the employee’s pay to an amount approximately equal to full pay, per pay period.

15.02 To apply for benefits under paragraph' 15.01, above, written application shall be made to the Mayor/Designee accompanied by a certificate from a registered physician stating that the employee is unable to work and that such disability is the result of or is connected with the duties of such employee. It shall be the duty of the Mayor/Designee to approve or reject the application within seven (7) calendar days and in so doing he may require examination by a physician of his selection.

15.03 In the case of injuries or illness described in paragraph 15.01 above, a deduction may be made to the extent of any sum an employee may receive in the form of temporary total benefits

or temporary partial benefits from any compensation fund to this the State, County or the Employer contributes.

15.04 An employee is required to use sick time until the Bureau of Worker's Compensation or the Industrial Commission of Ohio allows said claim at which time all used sick leave during the determination period will be converted to injury time. If claim is disallowed, employee must use accumulated sick time. If employee is out of sick time, a repayment schedule may be established with the approval of the Mayor.

ARTICLE XVI BEREAVEMENT LEAVE

16.01 An employee shall be granted time off with pay upon the death of a member of the employee's immediate family. The employee shall be entitled to a maximum of two (2) tours off with pay for each death in his immediate family which shall be used within thirty (30) days of date of death. For the purposes of this Article "immediate family" shall be defined as to only include the employee's spouse, children, parents, brother, sister, grandparents, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law and spouse's parents. Additional Bereavement time may be granted by the Mayor/designee, if such a need *is* approved and requested by the employee.

In the event the date of death occurs during an employees scheduled vacation, an employee may use Bereavement Leave pursuant to the terms of this article and no vacation time shall be expended or deducted from the employees account for time off on Bereavement Leave.

ARTICLE XVII WORK SCHEDULE AND HOURS

17.01 Each employee shall work a tour of duty consisting of twenty-four (24) hours followed by forty-eight (48) hours of duty.

17.02 Except as otherwise provided in this Article, a 49.85 hour work week shall be the standard work week and shall be accomplished by placing employees on the twenty-six (26) day

work cycle with the employee being given off any tour in excess of eight (8) in any work cycle with an additional K-day given to accomplish 2592 hours, annually.

17.03 Each of the three (3) shifts shall consist of trained, certified, fire-fighting personnel.

17.04 Each shift shall consist of a Captain or a Lieutenant as Shift Commander at Station #1, and a Lieutenant or a Designated-Officer-In-Charge at Station #2. At Station #2, when no Officer is available, the Designated-Officer-In-Charge shall be the person with the most seniority on duty for that shift as designated by Article XXIX of this Agreement. When a firefighter is placed as Officer-In-Charge, the pay will be at a Lieutenant's rate of pay for all hours worked. When a Lieutenant is placed as Shift Commander at Station #1 in place of a Captain, the pay will be at a Captain's rate of pay for all hours worked.

17.05 Provided that the manning is met, the remaining personnel are permitted to request time off as desired with the following guidelines in effect regarding time off including K-Days, Vacations, Personal time, Compensatory time, Reward time, and Holidays:

1. K-Days are scheduled in November of the preceding year of their use and are picked Officers first followed by order of seniority on the North Ridgeville Fire Department for all other shift members. Scheduled K-Days may be switched by members upon written request approved by the Fire Chief.
2. Each member will be given the opportunity to schedule vacation time (pursuant to the procedures outlined in Article 13.02) in November of the year preceding its use. Any vacation not selected at that time will either be subsequently selected pursuant to the procedure for monthly picks, or deferred as prescribed in Article

13.04. Scheduled Vacation Days may be switched by members upon written request approved by the Fire Chief.

3. Monthly picks for shift time off will be conducted during the month immediately preceding that in which the time off is to be taken. Monthly picks will be made pursuant to the procedure prescribed by Article 13.02. Each shift will maintain a rotating list where the member who picked first in a given month will be dropped to last pick for the next month and so on. In the event that the officer slot is not used on a given shift after picks are completed, and requisite manning permits, then the firefighters will be permitted to fill the slot. Picks may not be approved by the shift officer until 16:00 hours on the 3rd Friday of the month proceeding that in which the time will be taken off.

17.06 At no time shall a piece of apparatus respond to fail initial alarm with less than two (2) fire-fighting personnel.

17.07 For the purposes of training related to the employee's position, at the discretion of the Fire Chief, an employee may be placed on a five (5) day per week schedule, each work day to consist of 8 hours, forty (40) hours per week. Employees shall be paid at the 2592 rate to accommodate any overtime assignments. Any request for cash out of unused but accumulated time shall be paid at the 2592 rate.

17.08 For the purposes of light duty in the event of an injury, at the discretion of the Fire Chief, an employee may be placed on a five (5) day per week schedule, each of work day to consist of 8 hours, forty (40) hours per week. The employees' hourly rate shall be converted to a 2080 hourly rate based on the positions yearly salary. Employees are prohibited from working overtime assignments while on light duty. Should an employer paid holiday occur during an approved

light duty event, the employee shall receive twelve (12) hours of holiday time, eight (8) hours of which shall be used as holiday pay and four (4) hours of which shall be placed in the employee's holiday bank and be used in accordance with Article 12.02(b). Any request for cash out of unused but accumulated time shall be paid at the 2592 rate, including applicable cash out of banked time due to separation.

ARTICLE XVIII OVERTIME

18.01 All employees assigned or performing overtime work shall be entitled to receive overtime pay at the rate of one and one-half (1 ½) times the applicable hourly rate and/or as mandated by Federal law.

18.02 Overtime payments shall be made for hours worked in excess of the employee's normally scheduled workday or work week.

18.03 All employees who are called in to work after leaving work or before work or on a day when said employee is not scheduled to work shall be guaranteed a minimum of four (4) hours overtime pay at the rate of one and one-half (1 ½) times the employee's hourly rate, provided such time does not about the employee's regular work day. Any employee working overtime will have the option of being paid for time worked, or accumulate compensatory time in lieu of pay. Compensatory time may accumulate up to a maximum of four hundred and eighty (480) hours. All hours earned in excess of four hundred and eighty (480) hours shall be automatically paid in the next pay period. Compensatory time may be taken upon advance request and approval of the Fire Chief, Employees may be paid any hours of compensatory time, up to the maximum, upon written notification to the City Director of Finance.

18.04 All monies earned pursuant to this article shall be paid to the employee in the paycheck covering his normal hours of work for that period of time or the next immediate paycheck if the

Employer is unable to process the payments in time to meet the above payment schedule, which may be modified by the mutual agreement between the Mayor and the Union.

ARTICLE XIX CLOTHING ALLOWANCE

19.01 Each employee shall receive a clothing allowance of one thousand, three hundred (\$1,300.00) dollars annually for the purchase of regulation uniforms and clothing as prescribed by the Fire Chief and the Union. The clothing allowance to be paid in the month of May in the form of \$800.00 paid directly to the employee, and \$500.00 posted as credit at a firefighter supply store designated by the employer.

19.02 A new employee shall receive an initial clothing allowance of five hundred (\$500.00) dollars posted as credit at a firefighter supply store available to the employee immediately upon employment. Thereafter, said employee shall receive the regular yearly clothing allowance provided in paragraph 19.01, above.

19.03 The following list of clothing and equipment shall be referred to as “turn-out gear,” which shall be the responsibility of the Employer to replace upon being destroyed or wearing out due to use and becomes unsafe for the employee to use in the performance of his duties: 1 fire helmet with winter liner and face shield; 1 turnout coat with winter liner; 1 pair bunker pants with winter liner; 1 pair bunker boots with steel toe and shank; 1 pair of rescue pack boots; 1 pair of fire service gloves; 1 PBI Hood; and 1 flashlight and replacement batteries. All of the above shall meet or surpass NFPA standards 1971-72.

19.04 The safety committee representative for each shift shall determine whether or not turn-out gear is serviceable or non-serviceable when it is brought to his attention by an employee. Said representative shall use guidelines as stated in 19.03 above to make his decision. The Safety Committee representative will then submit his finding to the Fire Chief in writing. The Fire Chief will replace the non-serviceable gear at the earliest possible date.

19.05 Glasses, dentures, personal clothing, and uniforms, including blue squad coats, clearly damaged in the line of duty, where there was no negligence on the part of the employee, shall be repaired or replaced by the City. It is understood that these decisions will be made by the Employer, but approval for such payment will not be unreasonably denied. Payment shall not exceed two hundred (\$200.00) dollars, annually unless approved by the Chief.

ARTICLE XX EDUCATIONAL

20.01 In an attempt to increase the educational and professional level of the Fire Department, any employee who has taken or takes college courses directly related to a Fire Department, any employee who has taken or takes college courses directly related to a Fire Science/Technology, Urban Studies, Community Health, Associates of Applied Science Fire and EMS or Public Safety Management curriculums after his/her date of hire and approved by the Employer, shall receive two (\$2.00) dollars for each credit hour earned with a grade, of "e" or better, monthly. When the employee receives or has received an Associated Degree in Fire Science/Technology, Urban Studies, Community Health, Associates of Applied Science Fire and EMS or Public Safety Management after his/her date of hire, the Employee shall receive eighteen hundred (\$1,800.00) dollars, annually. If an employee receives or has received a Bachelor Degree in Fire Science/Technology, Urban Studies, Community Health, Fire and EMS or Public Safety Management after his/her date of hire, he/she shall receive twenty-four hundred (\$2,400.00) dollars, annually. The educational incentive shall not exceed twenty-four hundred (\$2,400.00) dollars, annually. Payment for credit hours earned prior to receiving the respective degree shall not exceed eighteen hundred (\$1,800.00) dollars for an Associate's Degree and twenty-four hundred (\$2,400.00) dollars for a Bachelor Degree, annually. Degrees must be issued by a state accredited college. Semester hours shall be converted in the following way: one (1) semester hour equals two (2) credit hours. Payment will be made at the first pay period in January of each

year. If any current employee has taken college courses directly related to any of the above-listed degrees or has a Degree in Fire Science Technology, Urban Studies, Community Health, Associates of Applied Science Fire and EMS or Public Safety Management prior to January 1, 2007, he/she shall receive the educational incentive pay described above.

20.02 Employees completing work-related training schools or sessions, shall receive credit of one (1) credit hour per ten (10) clock hours of training school or session, at the discretion of the Employer. Examples of such schools are arson investigation, chemical fires and the like. Such credit hours shall be added to the college credit hours. There shall be no payment for this training if the employee was paid by the Employer while receiving such training.

ARTICLE XXI INSURANCES

21.01 The Employer shall provide Medical/Prescription/Dental Insurance programs as provided for in Appendix A to this Agreement to all full-time employees. Employees enrolled in the Medical/Prescription/Dental Insurance programs shall contribute ten (10%) percent of the monthly cost of such insurance. Beginning January 1, 2014, the contribution shall be twelve and one-half (12.5%) percent of the monthly cost of such insurance. The monthly cost of the employee contribution will be determined by using the actuarially calculated based COBRA rates for Medical/Prescription/Dental coverages. These figures will be adjusted annually effective in July based upon updates to the base COBRA rate. Employee contributions shall be withheld in equal or roughly equal monthly installments from the first two payrolls paid each month. Contributions withheld for each month will be for that month's enrollment (i.e., amounts withheld in January will be for January enrollment). The Employer shall have the right to change insurance carriers, provided the new coverage is equal to or better than the present coverage. Effective upon ratification, the hospitalization insurance coverage plan provided by

the City shall be that coverage outlined and listed in Appendix A of this Agreement. Employer shall provide a copy of insurance documents to the bargaining unit.

21.02 Health Care Committee

- A. Health Care Committee (“HCC”) composed of one (1) bargaining unit member from the American Federation of State, County and Municipal Employees, Local #3442; one (1) bargaining unit member from the Fraternal Order of Police, Ohio Labor Council, Inc., North Ridgeville Division; one (1) bargaining unit member from the International Association of Firefighters, Local #2129, AFL-CIO and three (3) Employer representatives, appointed by the Mayor, shall be created. The mission of the HCC is to create within the workplace environment a forum whereby representative membership on the Committee will engage in a continuing educational process and review of health insurance benefits with the ultimate purpose and goal of investigating and finding plan design changes to lower premium costs.
- B. The Mayor or his designee shall be the chairperson of the HCC. All decisions of the HCC shall be achieved by a majority vote of Committee members.
- C. Regular minutes of all meetings of the HCC shall be kept and shared with all members of the Committee. The HCC shall regularly be provided with health insurance data, including enrollment levels, claims paid versus premiums, and other data that the members of the HCC believe will facilitate the HCC’s processes.
- D. The HCC shall be authorized to utilize such consultants as it deems appropriate. Each year the HCC shall be advised, as soon as possible, of the anticipated level of premiums for the succeeding benefit year.

- E. The HCC's responsibilities, include reviewing health insurance costs, exploring program additions or modifications, examining utilization patterns, and looking for various cost containment options. If the HCC recommends changes, such as program design, premium sharing, "opt-out incentives," or other modifications, any and all such changes shall be implemented following approval by the full membership of the employee representatives and the Employer.

21.03 The Employer shall supply each full-time employee with life insurance in the amount of thirty thousand (\$30,000.00) dollars at no cost to the employee.

21.04 The Employer agrees to carry liability insurance and to provide legal representation and funds to pay for the defense, settlement, of final judgment from any lawsuit brought against any employee covered by this Agreement for actions arising out of the employee's good faith performance of his duties for the Employer.

21.05 The Parties shall have the right to reopen negotiations concerning Article 21 "Insurances" if via Federal or State law the Employer becomes subject to the mandatory imposition of an additional tax or other penalty related to or arising from the cost and nature of the employer-sponsored health coverage provided by this Agreement. The procedure for such negotiation shall be dictated by the provisions of Ohio Revised Code Chapter 4117.

ARTICLE XXII

LONGEVITY

22.01 All full-time employees will be awarded longevity payments commencing on the employee's fifth (5th) anniversary date which shall be paid in lump sum. Longevity will continue to be awarded on the employee's successive anniversary dates according to this procedure and the following schedule:

5-9 years of service	2.5% of the employee's base salary
10-19 years of service	5.0% of the employee's base salary
20+ years of service	7.5% of the employee's base salary

ARTICLE XXIII

SALARIES

23.01 Effective at the first full pay period occurring in January 2024 and applicable to all wages earned during the pay period, employees shall receive a five percent (5%) base wage increase in accordance with the following schedule upon ratification of this Agreement, and may be subject to an additional Class Step upon the employee's classification date according to the following schedule. Effective at the first full pay period occurring in January 2025, all employees shall receive a three percent (3%) base wage increase to existing wages. Effective at the first full pay period occurring in January 2026, all employees shall receive a three percent (3%) base wage increase to existing wages and according to the following schedule.

<u>2024</u>		
	<u>Yearly Salary</u>	<u>2592 Rate</u>
Captain/Paramedic A	103,250.23	39.83
Captain/Paramedic B	98,333.56	37.93
Lieutenant/Paramedic A	91,371.90	35.25
Lieutenant/Paramedic B	87,020.86	33.57
Fire Fighter/Paramedic A	80,864.12	31.19
Fire Fighter/Paramedic A-B	77,013.45	29.71
Fire Fighter/Paramedic B C	73,365.26	28.30
Fire Fighter/Paramedic C D	69,850.95	26.94
<u>2025</u>		
	<u>Yearly Salary</u>	<u>2592 Rate</u>
Captain/Paramedic	106,347.73	41.02
Lieutenant/Paramedic	94,113.05	36.30
Fire Fighter/Paramedic A	83,290.04	32.13
Fire Fighter/Paramedic B	79,323.85	30.60
Fire Fighter/Paramedic C	75,566.21	29.15
Fire Fighter/Paramedic D	71,946.47	27.75
<u>2026</u>		
Captain/Paramedic	109,538.16	42.26
Lieutenant/Paramedic	96,936.44	37.39
Fire Fighter/Paramedic A	85,788.74	33.09
Fire Fighter/Paramedic B	81,703.56	31.52
Fire Fighter/Paramedic C	77,833.19	30.02
Fire Fighter/Paramedic D	74,104.86	28.58

ARTICLE XXIV EMPLOYER PENSION “PICK UP”

24.01 As permitted by the Internal Revenue Service and Ohio Police and Fire Pension Fund, the employer agrees to implement the “salary reduction” method for pension “pick-up.”.

The employee’s gross pay will be reduced by the full employee contribution based on the pension system contribution rate; the withholding will be forwarded to Ohio Police and Fire

Pension Fund. Any other deductions will then be made from the reduced salary for that period. The reduced salary shall be the income reported on the employee's W-2 form, thus deferring taxes and the pension contribution.

ARTICLE XXV BADGES AND EQUIPMENT

25.01 Fire Department Bargaining Unit Members who have had at least ten (10) years of continuous service in the City of North Ridgeville Fire Department, upon retirement from the City shall receive their badges, and if they desire, their turn-out gear.

ARTICLE XXVI SPECIALIZED RESPONSE TEAM

26.01 Hazardous materials, technical rescue, Swift Water Rescue and dive/rescue shall be referred to as specialized response teams. The size and composition of each team shall be determined by the City based upon advice of the Fire Chief. All members of the team shall be trained to a level of competency to be determined by the Fire Chief. The Fire Chief shall also determine the number of annual training sessions, with compensation determined according to the current agreement. 26.02 In the event a member of a Specialized Response Team is required to respond to an incident, the members shall be compensated in accordance with the terms of the collective bargaining agreement.

26.03 All active members of the Specialized Response Teams that have met the obligations of the previous twelve (12) months shall receive a lump sum payment of four hundred dollars (\$400.00) for each team he/she belongs to. The lump sum payment shall be paid in the last pay period of each year.

ARTICLE XXVII PARAMEDICS

27.01 Infectious Disease - The City will cover the cost of an employee's co-payment for medical tests required by a physician as a result of a duty-related incident. The City may require

the employee to be examined by a physician of the City's choosing to confirm the need for testing.

27.02 Burnout - After fifteen (15) years of service as a firefighter/paramedic, a member may file a request with the Mayor/Designee to no longer work as a paramedic and return to firefighter/EMT status. If two (2) or more eligible paramedics request to return to firefighter/EMT status and it is not possible to allow all of them to do this, then the "burnout" will be granted on the basis of seniority in the North Ridgeville Fire Department.

27.03 Any member who was not required to be a paramedic at the time of hire will not be subject to the fifteen (15) year requirement for the return to firefighter/EMT status.

27.04 Recertification - The City will pay for the cost of the first attempt of each required recertification. The member will be required to pay at his/her own expense for a second attempt at recertification.

27.05 Any contractual language relating to education payments or benefits will be totally unrelated to the paramedic training program.

27.06 The term paramedic implies State Registered Paramedics unless indicated otherwise.

ARTICLE XXVIII GENDER AND PLURAL

28.01 Whenever the context requires, the use of the 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 neutral 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 XXIX

HEADINGS

29.01 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 interpretations of any said article or section.

ARTICLE XXX

OBLIGATION TO NEGOTIATE

30.01 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 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.

30.02 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 matters or subjects may not have been within the knowledge or contemplation of either or both parties at the time they negotiated and signed this Agreement.

ARTICLE XXXI

CONFORMITY TO LAW

31.01 This Agreement shall be subject to and subordinated to any present and future Federal, State, and Local Laws, along with any applicable Civil Service Rules and Regulations, and the invalidity of any provisions of this Agreement by reason of any such existing or future law, rule or regulation shall not affect the validity of the surviving provisions.

31.02 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 of the surviving

provisions of this Agreement, which shall remain in full force and effect as if such invalid portions) thereof had not been included herein.

ARTICLE XXXII DURATION

32.01 This Agreement will remain in effect from January 1, 2024 through December 31, 2026.

ARTICLE XXXIII DISCIPLINARY PROCEDURE

33.01 This procedure shall apply to all non-probationary employees' covered by this Agreement. A “day” as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, and the Holidays provided in this Agreement.

33.02 All employees shall have the following rights:

- A. An employee shall be entitled to 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 the result of the exercise of his rights under this procedure.

33.03 The following administrative procedural steps shall apply to all disciplinary actions:

STEP 1 The Fire Chief/Assistant Chief/Captain and the employee involved are encouraged to settle disciplinary matters informally. Each side shall extend a good faith effort to settle the matter at the earliest possible time. The Fire Chief/Assistant Chief/Captain may hold an informal meeting with the employee and his representative within five (5) days of the Chief becoming aware of the occurrence of the facts giving rise to the discipline for the purpose of discussing the matter prior to the formal presentation of charges. The specific nature of the matter will be addressed, and the Fire Chief/Assistant Chief/Captain may offer a

proposed disciplinary penalty. The employee must be advised before the meeting that he is entitled to representation by the Union.

STEP 2 If a mutually agreeable settlement is not reached at STEP 1 (the informal meeting) the Fire Chief will, within thirty (30) calendar days, schedule a Step 2 meeting, prepare a formal Notice of Discipline and present it to the employee and the Union President. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The notice shall contain a reference to dates, times, places, people involved (if possible), advice as to the employee's rights, and the right of representation.

STEP 3 Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance within five (5) working days.

33.04 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.

33.05 Discipline shall be imposed only for just cause. No non-probationary employee shall be disciplined except for just cause as defined in Ohio Revised Code, Section 124.34 or for violations of Rules and Regulations as established under Article IX of this Agreement. All discipline shall be applied uniformly and in a fair and equitable manner. Except in instances where the employee is found guilty of gross misconduct, discipline will be applied in a corrective and progressive manner. The application of progressive discipline shall not be limited to the same infractions and shall be applied in accordance with the following steps:

- 1) Verbal warning
- 2) Written Warning

- 3) Twelve (12) hour suspension
- 4) Twenty four (24) hour suspension
- 5) Demotion and/or discharge

33.06 Where the appointing authority seeks a penalty greater than a written warning, notice of such discipline shall be made in writing and served on the employee personally, electronically or by registered or certified mail, return receipt requested, with a copy to the Local Union President prior to the Step 2 meeting.

33.07 If no disciplinary action has been taken against an employee during the twelve (12) months immediately preceding the present disciplinary action, then in taking disciplinary action against the employee, the City shall not consider or rely upon any prior disciplinary actions.

Discipline consisting of lost time or pay shall not be used against an employee after twenty-four (24) months duration, providing there has been no intervening disciplinary action taken against the employee during these periods.

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

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

33.09 Discipline shall not be implemented until either:

1. The matter is settled.
2. The employee fails to file a grievance within the time frame provided by the Grievance procedure.

3. The penalty is upheld by the arbitrator or a different penalty is determined by the arbitrator.

33.10 If a grievance is filed and pursued within the time frames provided, no penalty can be implemented until the matter is settled or the arbitrator renders a decision.

33.11 A failure to submit an appeal/grievance within the five (5) days time limit shall be construed as an agreement to the discipline by the employee. All subsequent appeal rights shall be deemed waived.

33.12 The Employer and the Union agree that all disciplinary procedures shall be carried out in a private and businesslike manner. A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to representation. A settlement entered into by an employee shall be final and binding on all parties. The Union shall be notified of all settlements.

33.13 An employee may be suspended with pay at any time during the process if the appointing authority, at its discretion, determines the employee's continued presence on the job represents a potential danger to persons or property, or would interfere with the Employer's operations. A suspension without pay may be imposed subsequent to the decision at Step 2 of the Grievance Procedure or after the decision rendered by an arbitrator from the Arbitration Procedure if pursued by the Union as outlined 33.07.

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

ARTICLE XXXIV

GRIEVANCE PROCEDURE

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

34.02 For the purpose of this procedure, the below listed terms are defined as follows:

- a) Grievance - a grievance shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of only the specific and expressed written provisions of the Agreement.
- b) Aggrieved Party - the Aggrieved Party shall be defined as any employee or group of employees within the bargaining unit actually filing a grievance.
- c) Day - a day as used in this procedure shall mean calendar days excluding Saturdays, Sundays, and the Holidays provided in this Agreement.

34.03 The following procedure shall apply to the administration of all grievances.

- a) All grievances shall include:
 - 1) The name and position of the aggrieved party.
 - 2) 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 grievance, if known to the aggrieved party.
 - 5) A general statement of the nature of the grievance and the redress sought by the aggrieved party.

- b) Any and all decisions/settlements shall be rendered in writing and shall be transmitted to the aggrieved party and his representative, if any.
- c) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and the Employer, and shall, in all respects, be final, said adjustment shall not create a precedent or ruling upon the Employer in future proceedings. The Union shall be notified of all settlements as stated in 33.12.
- d) The grievant may choose or not choose to be represented.
- e) Any employee who pursues any other available remedy other than provided by this grievance procedure shall automatically have waived and forfeited any remedies provided by this procedure.
- f) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time-limits shall be deemed waived and void. If the Employer fails to reply within the specified time limits, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.
- g) 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.

34.04 All grievances shall be administered in accordance with the following steps of the Grievance Procedure utilizing the Grievance Procedure located in Appendix B:

STEP 1 An employee who believes he may have a grievance shall file the grievance, as outlined above, with the Union and, the Chief of the Fire Department within five (5) days of the occurrence of the facts giving rise to the grievance. The Chief shall schedule an informal meeting with the employee and his Union representative with five (5) days of the date of the filing of the grievance by the employee. The Chief and the employee, along with the employee's representative, will discuss the issues in dispute with the objective of resolving the matter informally. The Chief shall make a decision in writing within ten (10) days of the informal meeting.

STEP 2 If the dispute is not resolved informally at Step 1, it shall be presented to the Mayor or his designee within five (5) days after receipt of the Chief's Step 1 decision. The Mayor or his/her designee shall convene a hearing within ten (10) days of the receipt of the grievance. The hearing will be held with the aggrieved party and his Union representative, if he requests one. The Mayor or his/her designee shall issue a written decision to the employee and the employee's Union representative within fifteen (15) days from the date of the hearing.

ARTICLE XXXV

ARBITRATION PROCEDURE

35.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within ten (10) days after the rendering of the decision at Step 2, the IAFF may submit the grievance to arbitration and shall provide a written Notice of Intent to Arbitrate to the Employer. Within ten (10) days from the Notice of Intent, the parties will meet to attempt to mutually agree upon an arbitrator.

35.02 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 awards 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 or conditions of this Agreement.

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

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

35.05 The fees and expenses of the Arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any other expenses incurred by the other party.

35.06 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 both parties.

35.07 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the

Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

ARTICLE XXXVI TOTAL AGREEMENT

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

ARTICLE XXXVII PROMOTIONS

37.01 Promotional vacancies shall be filled by a written competitive exam that comprises not less than sixty (60%) percent of the composite score with the Employer having the right to utilize a credited assessment center and interview process for the remaining portion of the composite score. The candidate(s) with the highest composite score(s) will be chosen to fill the vacancy.

ARTICLE XXXVIII PHYSICAL FITNESS COMMITTEE

38.01 A Physical Fitness Committee will be established to work with the Fire Chief in developing a physical fitness program.

ARTICLE XXXIX SENIORITY

39.01 Seniority shall be determined by continuous service in the Fire Department calculated from the Date of Employment. Continuous service shall be broken by only resignation, discharge, or retirement. Employees with the same employment date shall be assigned to the Seniority List in order of their ranking on the Civil Service Eligibility List.

ARTICLE XL

MILITARY LEAVE

40.01 Military Leave shall be granted and taken in accordance with current State and Federal standards.

ARTICLE XLI

JURY DUTY LEAVE

41.01 Any employee called for jury duty or subpoenaed as a witness, either Municipal, County, or Federal, shall be granted a leave of absence without loss of pay, benefits, vacation time, or compensatory time for the duration of the required jury duty.

41.02 The leave of absence for jury duty or being subpoenaed as a witness shall begin at twenty-hundred hours (2000) on the date prior to the first required reporting date. The leave of absence shall continue until the next scheduled duty day following termination of jury duty or subpoenaed witness. However, if the employee is released on or before twenty-hundred (2000) hours, the employee shall return for the remainder of his shift.

41.03 Any compensation received by the employee from the court of record for such jury duty for scheduled work days shall be turned over to the City.

ARTICLE XLII

EXECUTION

42.01 IN WITNESS THEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day of _____, 20__.

FOR THE EMPLOYER

FOR THE UNION

Mayor Kevin Corcoran

Mark Cominsky, IAFF Local 2129,
President

Date

Date

Law Director, Brian Moriarty

Date

APPENDIX A

CITY OF NORTH RIDGEVILLE

**Group Number
348450-100**

APPENDIX B
GRIEVANCE FORM

(Grievance must be filed within 5 work days of occurrence)

Date submitted to Chief and Union: _____ Number: _____

Name of aggrieved party: _____

Date when events/conditions of grievance occurred: _____ Time: _____

Party responsible for causing grievance (if known): _____

Article, Rule, Regulations, or S.O.P. relating to said grievance: _____

Nature of Grievance statement:

Redress sought by aggrieved:

Signature of the aggrieved: _____

STEP 1

(Informal meeting with Chief and Union representative. Within 5 days of being submitted)

Name of participants:

Date: _____ Grievance settled? (y/n): _____

(If no, submit to Mayor within 5 days)

Signature of Aggrieved: _____

Signature of Chief: _____

Signature of Union Representative: _____

Date submitted to Mayor: _____

STEP 2

(Meeting with Mayor or designee within 10 days of being submitted to S.S.D)

Names of participants: _____

Date of Meeting with Mayor _____ Grievance settled? (y/n) _____

(S.S.D. has 5 days to issue written decision from meeting date)

Date: _____ Grievance settled? (y/n): _____

(attach copy of Mayor's decision) _____

Signature of Mayor or Designee: _____

Signature of Aggrieved: _____

Signature of Union Representative: _____

Date submitted to Arbitration: _____ (Within 10 days of Step 2 decision)

DATE:	<u>February 5, 2024</u>	1 ST READING:	<u>February 5, 2024</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u>Dispensed</u>
REFERRED BY:	<u></u>	3 RD READING:	<u>Dispensed</u>
		ADOPTED:	<u>February 5, 2024</u>
		EMERGENCY:	<u>February 5, 2024</u>
		EFFECTIVE:	<u>February 5, 2024</u>

ORDINANCE NO. 2024-16

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NORTH RIDGEVILLE TO ENTER INTO A MULTI-JURISDICTIONAL AGREEMENT WITH THE CITIES OF AVON AND AVON LAKE FOR THE JOINT PURCHASE OF A Lenco BEARCAT G3 ARMORED RESCUE VEHICLE; THE TOTAL AMOUNT WILL BE \$375,000.00 WHICH WILL INCLUDE MAINTENANCE, REPAIRS AND EQUIPMENT AS NEEDED, AND DECLARING AN EMERGENCY.

WHEREAS, O.R.C. Sections 737.04, 737.041, and 9.48 authorizes political subdivisions to enter into mutual aid contracts for the interchange of services and/or equipment for the purpose of the protection of life, limb and property, and for the reduction of crime and subversive activities; and

WHEREAS, in August of 2022, the cities of Avon, Avon Lake and North Ridgeville created a multi-jurisdictional Tactical Response Team known as the “Eastern Lorain County Emergency Response Team (ELCERT)” which is comprised of law enforcement and firefighter employees of each municipality; and

WHEREAS, the cities of Avon, Avon Lake and North Ridgeville propose to jointly fund the purchase and ongoing maintenance of a Lenco BearCat G3 armored specialty rescue vehicle in order to respond to violent criminal acts as well as high risk operations that may occur within each municipality’s jurisdictional boundaries.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. The Mayor of the City of North Ridgeville is hereby authorized to enter into a Multi-Jurisdictional Agreement with the cities of Avon and Avon Lake for the joint purchase of a Lenco BearCat G3 armored rescue vehicle in the amount of \$358,331.00. The terms of said Multi-Jurisdictional Agreement are more fully described in Exhibit A attached hereto and incorporated as if rewritten herein.

SECTION 2. Each City will initially fund ELCERT with \$125,000.00 each. Each City will pay its share to the City of Avon, where the armored rescue vehicle will be titled and stored.

SECTION 3. The total budget will be \$375,000.00. After the purchase of the rescue vehicle (\$358,387.00), the remaining balance of \$16,613.00 will be used for ongoing maintenance, repairs and equipment as needed.

SECTION 4. The City of North Ridgeville's share of the costs of purchasing and maintaining the rescue vehicle shall be charged to and paid from the appropriate fund(s).

SECTION 5. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted 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 accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 6. This Ordinance is hereby declared to be an emergency measure, the emergency being the immediate necessity to place and purchase the equipment to provide services for the health, safety, and welfare of the Citizens of the City of North Ridgeville. Wherefore, this Resolution shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: February 5, 2024



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: Feb 07, 2024



Kevin Corcoran
MAYOR

Exhibit A

MULTI-JURISDICTIONAL AGREEMENT FOR EASTERN LORAIN COUNTY EMERGENCY RESPONSE TEAM

This agreement is made and entered into on the date indicated hereinafter, by and among the following political subdivisions of Lorain County, Ohio, hereinafter called

“Party Subdivisions”;

City of Avon

City of Avon Lake

City of North Ridgeville

1. **Authority.** This agreement is entered into pursuant to sections 737.04, 737.041, and 9.48 of the Ohio Revised Code as well as the attached MOU agreement forming the Eastern Lorain County Emergency Response Team (ELCERT).
2. **Purpose.** To jointly fund the purchase and ongoing maintenance of a Lenco BearCat G3 armored specialty rescue vehicle to support the multi-jurisdictional Tactical Response Team (TRT) in order to effectively and efficiently respond to violent criminal acts as well as high risk operations that may occur within their jurisdictional boundaries.
3. **Formation.** In August of 2022, the three-party subdivisions, through the approval of a Memorandum of Understanding (MOU), a copy of which is attached, created a multi-jurisdictional Tactical Response Team to be hereinafter known as the “Eastern Lorain County Emergency Response Team (ELCERT)”. The Tactical Response Team is comprised of employees from the law enforcement divisions of the named Party Subdivisions.
4. **Justification.** In forming the ELCERT team, the Party Subdivisions recognized the need for a quick, effective, and efficient response to critical incidents, including those involving violent criminal activity, in order to preserve and protect the safety of persons and property within the jurisdictions of any of the Party Subdivisions. The ability to safely control, contain, and resolve criminal conduct that may include civil disobedience, armed confrontations, barricaded subjects, hostage taking incidents, and high-risk arrest and search warrants often times require a response from police officers that have received specialized tactical training and equipment. The regional and multi-jurisdictional team has been tasked with addressing the needs of these special responses by combining personnel and equipment in conjunction with specialized and coordinated training among the team members. The Party Subdivisions also recognized a smaller

regional approach will provide a more efficient and rapid response to these encounters resulting in improved services for the citizens of the Party Subdivisions as well as increased safety for the officers involved. The ELCERT team is currently comprised of approximately (16) sworn police officers serving in tactical roles, (3) paramedic fire fighters serving in medical support roles, and (5) negotiators serving in support roles to the team. The team is well trained, staffed, and equipped, however the team does not have an armored vehicle available to safely and effectively respond to any situation that may involve an armed individual. The lack of an armored rescue vehicle is drastically impairing the team's ability to respond to certain situations that they may be called upon to intervene.

5. **Approval.** The Chiefs of Police of the three-party subdivisions, have met and unanimously agreed that there is a significant and urgent need to provide the members of the ELCERT team with a proper armored rescue vehicle in order for the team to safely and effectively carry out their responsibilities. As stated in the original MOU that formed the ELCERT team, any joint capital expenditure that may be needed for the Tactical Response Team must be approved by all the Chiefs of Police of the participating Party Subdivisions unanimously. Any costs arising out of a joint capital expenditure that is approved, to include initial purchase, maintenance, or repairs will be equally shared amongst the participating Party Subdivisions. Any additional expenses required for the team must be approved by all the Chiefs of Police of the participating Party Subdivisions, to include any yearly or recurring budgets. Any joint capital equipment that may be purchased for the team will remain with the team while it is in existence. Any party subdivision wishing to terminate their participation with the team will relinquish any ownership rights in any joint capital expenses that may have previously been made for the team.
6. **Vehicle.** Through research, the chiefs of police have identified the Lenco BearCat model G3 as the most appropriate armored rescue vehicle for the ELCERT team. The purchase price for the vehicle, with all the required options, is \$358,331.00. The required specifications for the vehicle are attached with this MOU.
7. **Funding and Purchase.** Per the original MOU, the costs arising from the purchase of the vehicle are to be evenly distributed amongst the three-party subdivisions. Additionally, any maintenance related costs associated with the vehicle are to be equally shared amongst the party subdivisions. For these reasons, it is mutually agreed upon that an ELCERT budgetary line item will be

established with the City of Avon finance department to purchase and maintain the armored rescue vehicle. Each party subdivision hereby agrees to initially fund the ELCERT finance line item \$125,000.00, for a combined total initial budget of \$375,000.00. After the initial purchase cost of the vehicle (\$358,387.00), the remaining balance of \$16,613.00 will remain in the ELCERT finance line item to be used for ongoing maintenance, repairs, and equipment as needed and agreed upon by the chiefs of police of the three-party subdivisions. The purchase of the vehicle will be pursuant and in compliance with section 9.48 of the Ohio Revised Code which authorizes political subdivisions to participate in contract offerings from the federal government that are available to a political subdivision including, but not limited to, contract offerings from the general services administration (GSA). The purchase will be made through the GSA Federal Acquisition Service, contract number GS-07F-169DA.

8. **Ownership.** Each Party Subdivision will have equal rights and ownership to the vehicle while they are parties to and members of the ELCERT team. However, as stated in the original MOU, any party subdivision wishing to terminate their participation with the team will relinquish any ownership rights in any joint capital expenses, including vehicles, that may have previously been made for the team. The vehicle, for procedural purposes, will be titled and insured in the City of Avon Police Department's name and stored indoors at the Avon Police Department garage. This location is geographically central to all three-party subdivisions and access to the vehicle will be made available to all three-party subdivisions. If the vehicle is ever decommissioned and sold, and as unanimously determined by the chiefs of police of the three-party subdivisions, any proceeds from the sale will be deposited into the ELCERT fund or equally distributed back to the three-party subdivisions if they are still active members of the ELCERT team.
9. **Use.** The vehicle will be used exclusively for and by the ELCERT team only. Any requests for the vehicle for public relations related events will be approved or denied by the ELCERT team commander or executive officer based on operational needs of the ELCERT team. Requests for public relations events will be approved or denied based on the date of request. Any request for public relations events from more than one agency that fall on the same date will be approved or denied based on the date the request was initially received.
10. **Distribution of Agreement.** A signed copy of this Agreement shall be delivered and retained in the office of the Prosecuting Attorney of Lorain County as well as to the participating Party Subdivisions.

IN WITNESS WHEREOF, the Party Subdivisions hereto have caused this agreement to be executed as provided by ordinance or resolution duly adopted pursuant to law.

CITY OF AVON

Mayor Approved: _____

Date: _____

Chief of Police: _____

Authorizing Ordinance

No. _____

CITY OF AVON Lake

Mayor Approved: _____

Date: _____

Chief of Police: _____

Authorizing Ordinance

No. _____

CITY OF NORTH RIDGEVILLE

Mayor Approved: _____

Date: _____

Chief of Police: _____

Authorizing Ordinance

No. _____

DATE:	<u>February 5, 2024</u>	1 ST READING:	<u>February 5, 2024</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u>Dispensed</u>
REFERRED BY:	<u></u>	3 RD READING:	<u>Dispensed</u>
		ADOPTED:	<u>February 5, 2024</u>
		EMERGENCY:	<u>February 5, 2024</u>
		EFFECTIVE:	<u>February 5, 2024</u>

Amended on the floor on 02-05-2024

ORDINANCE NO. 2024-17

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NORTH RIDGEVILLE TO ENTER INTO AN AGREEMENT WITH STEFANIK IOSUE & ASSOCIATES FOR HUMAN RESOURCE MANAGEMENT SUPPORT AND CONSULTATION, NOT TO EXCEED \$75,000.00 PER CALENDAR YEAR, AND DECLARING AN EMERGENCY.

WHEREAS, Stefanik Iosue & Associates, LLC, is an Ohio firm (the “Firm”) specializing in Human Resources, Labor Relations, Employment Litigation, Workers’ Compensation, and legal compliance; and

WHEREAS, City Council and the Administration propose entering into an agreement with the Firm for its expertise in human resources and/or other labor and employment counseling services as outlined in the proposal attached as “Exhibit A” and/or as may be requested by the City throughout the duration of this Agreement.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. The Mayor of the City of North Ridgeville is hereby authorized to enter into a one-year Agreement through December 31, 2024, with Stefanik Iosue & Associates, LLC, for services rendered in substantially the same form as the agreement attached hereto as Exhibit A, and incorporated as if rewritten herein and/or as approved by the Director of Law. Charges under this Agreement shall not exceed \$75,000.00 per calendar year.

SECTION 2. The Agreement shall automatically renew on January 1 of each year for an additional four (4) year term through December 31, 2028, unless either party terminates the Agreement. Termination shall become effective sixty (60) days after the non-terminating party receives such notice.

SECTION 3. The Firm will provide one (1) seven (7) hour on-site visit per week at a cost of \$1,150.00. For services outside the scope of the attached Proposal, the City will pay \$175.00 per hour for attorney services, and \$95.00 for non-attorney services, which will be included in the Agreement price.

SECTION 4. The cost of the services rendered by the Firm shall be charged to and paid from the appropriate fund.

SECTION 5. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted 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 accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 6. This Ordinance is hereby declared to be an emergency measure, the emergency being in order to immediately start providing Human Resource Services to the employees. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: February 5, 2024



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: Feb 07, 2024



Kevin Corcoran
MAYOR

EXHIBIT A

PROPOSAL FOR HUMAN RESOURCE MANAGEMENT SUPPORT AND CONSULTATION



STEFANIK IOSUE & ASSOCIATES

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SERVICES

**Labor
Relations Services**

- Contract Negotiation
- Contract Administration
- Arbitration Representation
- On-going Labor Relations Support
- Investigations
- Discipline
- Performance Evaluation
- Basic and Advanced Supervisor Training
- Labor Contract Administration
- Federal and State Laws, including Sexual Harassment

**Human Resources
Administration**

- Legal Compliance
- Benefits Administration
- Policy Creation and Oversight
- Performance and Discipline Support
- Day-to-Day Consultation

**Municipal Law
Administration**

- Open Meetings and Parliamentary Procedures
- Planning and Zoning Admin and Prosecution
- Municipal and Common Pleas Litigation
- Oral and Written Legal Opinions
- Contract Negotiation and Administration

**Workers'
Compensation**

- Third Party Administration
- Group Discounting
- Hearing Representation
- Investigation
- Day-to-Day Consultation

**Litigation &
Defense**

- Planning and Zoning Issues
- Public Records creation and administration
- Mandamus Defense
- Takings and Eminent Domain Defense
- Government Immunity Defense
- Civil Rights Defense

REFERENCES

Sam Alai, Mayor
City of Broadview Hts
 9543 Broadview Rd
 Broadview Hts, Ohio 44147
 (440) 526-4357

Dennis Morley, Mayor
J. Randall Klammer, Law Director
City of Eastlake
 35150 Lakeshore Boulevard
 Eastlake, Ohio 44095
 (440) 951-1416

Justin Berns, Mayor
Dana Canzone, HR Director
City of Beachwood
 25325 Fairmount Blvd.
 Beachwood, Ohio 44122
 (216) 292-1901

Bobbie Beshara, City Manager
City of Rittman
 30 North Main St.
 Rittman, Ohio 44270
 (330) 925-2045

Hollie Bartone, Twp Administrator
Harley Deleone, Zoning Inspector
Painesville Township
 55 Nye Rd
 Painesville, Ohio 44077
 (440) 352-1443

Kirsten Holzheimer Gail, Mayor
Kelley Sweeney, Law Director
City of Euclid
 585 East 222nd St
 Euclid, Ohio 44123
 (216) 289-2700

Joe Sakacs, Mayor
City of Wickliffe
 28740 Ridge Rd
 Wickliffe, Ohio 44092
 (440) 943-7100

Brian McGlaughlin, Sheriff
Jennifer Tucker, Chief Deputy
Columbiana County
 105 South Market St
 Lisbon, Ohio 44432
 (330) 424-9519

Doug Lewis, City Manager
Kristin Young, HR Director
City of Painesville
 7 Richmond St
 Painesville, Ohio 44077
 (440) 392-5800

Robert Fowler, Assistant City Manager
City of Mentor
 8500 Civic Center Blvd
 Mentor, Ohio 44060
 (440) 255-1100

Robert Fiala, Mayor
Heather Ballard, HR Director
City of Willoughby
 1 Public Square
 Willoughby, OH 44094
 (440) 951-2800

Michael Brennan, Mayor
Luk McConville, Law Director
City of University Hts
 2300 Warrensville Center Rd
 University Hts, Ohio 44118
 (216) 932-7800

FIRM PROFILE

Stefanik Iosue & Associates, LLC was formed in 2004, specializing in Public Sector Human Resource Management, Labor Relations and Management Side Labor and Employment defense. SI&A takes a wholistic approach to Human Resource Management, working with our clients to achieve goals and streamline the management of their human capital. The Firm currently has twelve (12) employees (10 attorneys and 2 admin staff). We have worked with City's, Villages, Townships and County's of all shapes and sizes – ranging from clients with over 2,000 employees all the way down to clients with 5 employees. We customize our services to meet needs of each of those diverse clients, and we never take a simple, cookie cutter approach. Every one of our attorneys is experienced in labor an employment law, and several have specialties in particular areas – Human Resources, Labor Relations, Employment Litigation, Workers' Compensation, and legal compliance. The firm is located in Downtown Cleveland, however most of our staff resides in Lorain County and western Cuyahoga County.

ATTORNEY PROFILES

JEREMY IOSUE, Esq.

Jeremy Iosue has extensive experience in Human Resources, labor relations, employment defense, and day-to-day employment counsel. In particular, Mr. Iosue has worked as a management side labor and employment attorney for public sector entities and private companies. Further, Mr. Iosue has worked with dozens of entities including small and large corporations, Cities and other Municipalities, County Sheriffs, County Commissioners, and Public Libraries. Mr. Iosue primarily operates as the Human Resources Director and employment defense counsel for these organizations. He has defended clients from employment law suits and administrative claims, including discrimination, harassment and wage/hour claims. In addition, Jeremy acts as the Law Director and general legal advisor for several public entities throughout Ohio.

Further, he has helped these entities in preparing and administering the full array of HR services including policies and procedures, performance management, and supervisor training programs. Prior to the formation of Stefanik Iosue & Associates, Jeremy was an HR Director, most recently for University Hospitals.

Jeremy received his B.B.A. in Management and Labor Relations from Cleveland State University. He also earned his law degree from Cleveland-Marshall College of Law and is licensed to practice law in the State of Ohio. Super Lawyers Magazine Named Mr. Iosue a "Rising Star" in 2014.

STELLA SKALJAC, Esq., SHRM-SCP

Stella Skaljac brings over 20 years of employment law and human resource experience to her role as an Employment Attorney and HR Consultant. With her unique combination of legal and human resource management expertise, Stella spends her time helping organizations effectively manage their “people issues” in order to minimize legal claims and maximize employee morale and productivity.

By developing solid workplace policies and practices, Stella assists clients with taking a more proactive and preventative stance towards employment issues. In addition, she helps develop HR processes that are streamlined and efficient. Stella also leads management/leadership trainings and conducts HR audits to ensure all human resource functions are aligned with best practices and managers are taking a unified and consistent approach to workplace issues.

Stella graduated from Miami University in Oxford, Ohio with majors in Human Resource Management and Organizational Behavior. She then returned to her hometown of Cleveland, Ohio to attend Case Western Reserve University Law School. During law school, she had the distinctive opportunity to take a law class taught by U.S. Supreme Court Justice Ruth Bader Ginsburg during a study abroad program. This broadened her knowledge and experience and planted the seed for her passion for employment law. After law school, Stella worked with several employment law firms before transitioning to a full-time HR role.

Today, Stella is grateful for the opportunity to work with a variety of industries and organizations, providing guidance and advice on all things workplace-related.

MICHAEL ZHELESNIK, Esq.

Michael Zhelesnik recently joined Stefanik Iosue & Associates and is a Partner and provides HR Counsel to various employers in Ohio. Michael assists clients on various employment and human resource management issues, labor relations, and compensation plans.

Michael specializes in assisting employers with performance management and compensation plans. In addition, he has worked with several companies and public entities to ensure legal compliance and avoid costly litigation.

Michael received both his Juris Doctorate and LLM from Ohio Northern University, Pettit College of Law, and his B.A. from University of Cincinnati, where he majored in Political Science.

HR AND LABOR RELATIONS SUPPORT AND CONSULTATION

- I. **HR Audit/Assessment – First 30 Days (Phase I)**
 - a. Comprehensive review of all HR functions – analysis of strengths, gaps and opportunities for improvement
 - b. Select On-Site HR Manager
- II. **Initial Set-Up / First 60 Days (Phase II)**
 - a. Update Policy Manual / Employee Handbook
 - b. Management Training, including Harassment, FMLA, Policy Administration, Discipline and CBA Admin, etc.
 - c. Work with on-site finance/payroll staff to coordinate administrative and clerical support with the HR Manager/Consultant
- III. **On-Site HR Support and Consultation**
 - a. This includes both a weekly on-site HR Component (HR Manager level support) and on-going HR Manager-level support;
 - b. The Attorney/Attorney will act as the City's HR Manager through regular on-site visits and on-going phone consultation/support;
 - c. The HR Manager/Attorney will be on-site for one (1) seven-hour day per week – On-site and day to attorney work will be staffed by Michael Zhelesnik and Jeremy Iosue;
 - d. The HR Manager/Attorney will be available for phone consultation during normal business hours Monday through Friday, and outside business hours as necessary;
 - e. The HR Manager/Attorney will schedule and attend additional meetings with the City as needed and as approved by the City;
 - f. HR Manager/Attorney will attend Council meetings/Executive Session as necessary; and
 - g. The HR Manager/Attorney will be responsible for the following functions either directly or through consultation with Payroll/Finance Staff of the City.
 - i. **Policy, Ordinance creation, interpretation and legal compliance clearinghouse:**
 1. Assure uniform policy creation and legal compliance;
 2. Assure legal compliance with City policies on matters such as FMLA, FLSA, Military Leave, ADA, EEO, COBRA, SERB;
 3. Assure compliance with any applicable Collective Bargaining Agreements
 4. Handle approvals for legal compliance related to FMLA;
 5. FMLA tracking utilizing SI&A staff and the City's internal software;
 6. Assure compliance with ADA and conduct the interactive process for such compliance.

- ii. **On-going Labor/Employee Relations and Conflict Resolution**
 - 1. Review all grievances at the outset and assist in crafting responses;
 - 2. Perform grievance hearings along with appropriate appointing authority;
 - 3. Counsel managers on grievances and grievance avoidance;
 - 4. Handle non-union employee complaints and concerns – meet with employees as necessary to resolve issues along with the appropriate appointing authority;
 - 5. Establish non-union complaint procedure if necessary;
 - 6. Represent the City in Negotiations, SERB Hearings and Arbitrations as necessary and/or as requested.
- iii. **Workers' Compensation and Unemployment Oversight and Approval**
 - 1. Approve or deny all claims;
 - 2. Assure completion of all required paperwork through City Payroll staff;
 - 3. Appear before Industrial Commission, DJFS and/or Common Pleas Court.
- iv. **Clearinghouse for Disciplinary Action**
 - 1. Review all discipline prior to issuance of discipline;
 - 2. Assure policy and CBA compliance;
 - 3. Assure discipline is handled in a uniform manner throughout the City;
 - 4. Conduct any required disciplinary hearings as required by law, CBA or policy.
- v. **Benefits Assistance**
 - 1. Assist with procuring and maintaining insurance in conjunction with City Finance and Payroll staff (health, WC, supplemental, etc);
 - 2. Assist with open enrollment and explanation of benefits in conjunction with City Finance staff;
 - 3. Assist and consult with City Payroll staff to assure compliance with ERISA, COBRA, ACA, Section 125, EAP, etc.;
 - 4. Respond to employee census and benefits questionnaires in conjunction with payroll staff.
- vi. **Recruitment and On-Boarding**
 - 1. Train Department Heads on interviewing and hiring strategies;
 - 2. Assure legally compliant advertising and application procedures;
 - 3. Assist Department Heads in recruiting process;
 - 4. Make all employment offers and draft offer letters;
 - 5. Assure effective and compliant employee orientation and on-boarding;
 - 6. Create on-boarding employee packets and train City Finance staff on employee orientation.
- vii. **Manager and Supervisor Training**
 - 1. Customized training based upon the needs of the City;
 - 2. Annual Harassment, ADA and FMLA training;
 - 3. Policy Administration training;
 - 4. Discipline and termination training;

5. CBA Administration training;
6. Much of the training can be done using our online software with automatic tracking and notifications.

IV. Additional Support Staff

In addition to the Attorney's outlined in the biography section of this proposal, Stefanik Iosue & Associates provides "behind-the-scenes" staff to assure timely and compliant answers to all of your HR and Labor relations questions. This is a brief list of the "behind-the-scenes" staff:

Additional Support Staff (Con't):

- a. Tom Stefanik, Attorney – Management Side Workers' Compensation;
- b. Stacy Stefanik, Attorney – FMLA, ADA, and Workers' Compensation compliance;
- c. Stella Skaljic, Attorney – Investigations and training – harassment, diversity/equity/inclusion, ADA/FMLA, etc;
- d. Diana Green, Administrative Assistant – FMLA tracking and administration;
- e. Ingrid Heider, Paralegal – Policy Manual, Position Descriptions and other project work;
- f. Jeff Miller, Attorney – Litigation and compliance.

COST AND BILLING

Stefanik Iosue and Associates will provide the variety of services listed in this proposal at the following rates:

Cost for On-Site Days: \$1,150 per day for a Seven (7) hour day each week;

Cost for other services: \$175/hour for Attorney work; \$95/hour for Paralegal/non-attorney work.

The Firm provides detailed bills on the first of each month, outlining all tasks performed and the time taken to perform the task (by the quarter hour). Filing fees and fees for lists of arbitrators will be billed back to the client. There will be no charge for mileage printing, copying, etc. Most of the work will be completed during the on-site days, or with phone and email communication. The areas we would anticipate additional charges are: Salary Surveys, CBA Negotiations and ADR procedures, Workers Compensation hearings and court cases, Recruitment, and Benefits Administration. We would be happy to do an Agreement with a "not-to-exceed" limit to assure that these additional costs remain within the City's budget for the role. Finally, our engagement would be for a one (1) year period with automatic renewals each year. However, either party will be able to terminate the Agreement with sixty (60) days' notice.

We look forward to continuing and expanding our relationship with the City!

Respectfully Submitted,

/s/ Jeremy D Iosue
Stefanik Iosue & Associates
1109 Carnegie Ave., Floor 2
Cleveland, Ohio 44115

Our primary commitment is to provide high quality, responsive, accurate, value-added human resources and labor relations support for our clients.

Our foundation is a record of accomplishment and success, built and maintained by educated, seasoned professionals. We serve county, municipal government, townships, social service agencies, public health care institutions, departments of public health and libraries through open communications, accountability, customized service and trust. We develop a long-term partnership with each of our clients.

STEFANIK IOSUE & ASSOCIATES FEE AGREEMENT

THIS AGREEMENT is entered into by and between THE CITY OF NORTH RIDGEVILLE, Lorain County, Ohio hereinafter referred to as the "City," and STEFANIK IOSUE & ASSOCIATES, LLC an Ohio firm having its place of business in Cleveland, Ohio, hereinafter referred to as the "Firm." The parties hereby agree to the following terms and conditions through December 31, 2024. The Agreement shall automatically renew annually on January 1 of each year, for a period four (4) years through December 31, 2028. During this term, either party may terminate the Agreement. Termination may be initiated by delivery of written notice from the terminating party. Termination shall become effective sixty (60) days after the non-terminating party receives such notice.

THE FIRM agrees to provide to the City, human resources and/or other labor and employment counseling services as outlined in the proposal attached as "Exhibit A" and/or as may be requested by the City throughout the duration of this Agreement. The FIRM agrees to provide one (1), seven (7) hour on-site visit per week throughout the duration of this Agreement. Services may also be provided through additional on-site visits, off-site representation and by various means of correspondence (phone, email, virtual meetings, etc).

THE CITY agrees to pay the Firm for the weekly on-site visits in the amount of one-thousand, one-hundred and fifty (\$1,150.00) per week. In addition, the City agrees to pay the FIRM for any services outside the scope of the attached proposal; for all additional hours spent on-site; and for any services requiring more than the expecting off-site correspondence, legal counseling or professional services provided to the City at a rate of one-hundred seventy-five dollars (\$175) per hour for attorney services and ninety-five dollars (\$95) per hour for non-attorney services. Any such additional services and charges will be discussed with the City prior to performance of such services. Invoices setting forth all charges shall be submitted as accrued on a monthly basis and are payable upon receipt. Total charges

under this Agreement shall not exceed seventy-five-thousand dollars (\$75,000.00) per calendar year.

STEFANIK IOSUE & ASSOCIATES, LLC hereby certifies that neither it, nor any of its owners, employees or their immediate family members, individually or in the aggregate, has made political contributions in excess of the limits established in the Ohio Revised Code to elected or appointed Officials of the City.

IN WITNESS WHEREOF, the parties hereunto set forth their hand in the City of North Ridgeville, County of Lorain, State of Ohio this ____ day of _____, 2024.

STEFANIK IOSUE & ASSOCIATES:

NORTH RIDGEVILLE:

/s/ Jeremy D Iosue

Jeremy D. Iosue, Partner

Kevin Corcoran, Mayor

DATE:	<u>February 5, 2024</u>	1 ST READING:	<u>February 5, 2024</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u>Dispensed</u>
REFERRED BY:	<u></u>	3 RD READING:	<u>Dispensed</u>
		ADOPTED:	<u>February 5, 2024</u>
		EMERGENCY:	<u>February 5, 2024</u>
		EFFECTIVE:	<u>February 5, 2024</u>

RESOLUTION NO. 2024-18

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT TO PURCHASE A DRONE FOR THE NORTH RIDGEVILLE POLICE DEPARTMENT AT A COST ESTIMATED TO BE \$3,412.98, AND DECLARING AN EMERGENCY.

WHEREAS, the North Ridgeville Police Department would like to purchase a drone for law enforcement purposes; and

WHEREAS, a drone would be useful for missing person searches, locating fugitives, crime/crash scene photography, etc.

NOW THEREFORE, BE IT RESOLVED THAT THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, OHIO:

SECTION 1. The Mayor is hereby authorized to enter into a contract for the purchase of a drone to be used by the North Ridgeville Police Department for law enforcement purposes, at a cost estimated to be \$3,412.98.

SECTION 2. The cost of purchasing a drone shall be charged to and paid from the Law Enforcement Trust Fund (the “Fund”).

SECTION 3. Proceeds distributed to said Fund can only be allocated from the Fund to the Police Department, per O.R.C. Section 2933.43.

SECTION 4. N.R.C.O. Section 232.07(k) requires specific reasons to use funds from the Fund, such as “for such law enforcement purposes that are deemed appropriate by Council.”

SECTION 5. The Fund shall be expended only to pay the costs of protracted or complex investigations or prosecutions, reasonable technical training or expertise, to provide matching funds to obtain Federal grants to aid law enforcement, or for such other law enforcement purposes that are deemed appropriate by City Council. Such Fund shall not be used to meet any operating costs of the City that are not related to law enforcement.

SECTION 6. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were conducted 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 accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 7. This Resolution is hereby declared to be an emergency measure, the emergency being the immediate necessity to place and purchase the necessary equipment to provide for the health, safety, and welfare of the Citizens of the City of North Ridgeville. Wherefore, this Resolution shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: February 5, 2024



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: Feb 07, 2024



Kevin Corcoran
MAYOR

DATE:	<u>February 5, 2024</u>	1 ST READING:	<u>February 5, 2024</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u>Dispensed</u>
REFERRED BY:	<u></u>	3 RD READING:	<u>Dispensed</u>
		ADOPTED:	<u>February 5, 2024</u>
		EMERGENCY:	<u>February 5, 2024</u>
		EFFECTIVE:	<u>February 5, 2024</u>

RESOLUTION NO. 2024-19

A RESOLUTION AUTHORIZING FUND TRANSFERS, AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the City of North Ridgeville, Ohio, deems it appropriate to transfer funds where necessary;

WHEREAS, Ordinance 6121-2023 appropriated fund transfers to accommodate annual debt service requirements, capital improvement, and equipment needs;

NOW THEREFORE, BE IT RESOLVED THAT THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, OHIO:

SECTION 1. The Director of Finance is authorized to transfer funds not to exceed the following amounts:

<u>From</u>	<u>To</u>	<u>Amount</u>
<u>Transfers</u>		
General Fund (101)	Payroll Reserve (207)	300,000
Ambulance (265)	Ambulance Replacement (266)	350,000
Sewer (640)	Sewer Improvement (660)	472,000
Sewer (640)	Sewer G.O Bond (645)	950,000
French Creek Treatment (670)	French Creek G.O. Bond (675)	796,000
French Creek Treatment (670)	French Creek Improvement (680)	342,100

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, and in compliance with all legal requirements, including §121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared to be an emergency measure, the emergency being in order to provide the Department of Finance with the resources necessary to meet its obligations. Wherefore, this Resolution shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: February 5, 2024



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: Feb 07, 2024



Kevin Corcoran
MAYOR

Fund Number	Fund	Personal Services	Other	Transfers and Advances	Total
	<u>General Fund</u>				
101	General Government	-	250,000	-	250,000
	Total General Fund	-	250,000	-	250,000
	<u>Special Revenue Funds</u>				
210	Street Construction M&R		14,811		14,811
245	Police Levy	-	2,250	-	2,250
255	Drug Law Enforcement	-	(2,150)	-	(2,150)
258	Clk Court Comp Serv	-	200	-	200
260	Fire Levy	-	4,500	-	4,500
263	Paramedic Levy	-	(90,000)	-	(90,000)
299	Library Levy	-	(53,008)	-	(53,008)
	Total Special Revenue Funds	-	(123,397)	-	(123,397)
	<u>Enterprise Funds</u>				
610	Water	-	17,418	-	17,418
640	Sewer	-	14,881	-	14,881
670	French Creek	-	600	-	600
691	Storm	18,000	20,668	-	38,668
	Total Enterprise Funds	18,000	53,567	-	71,567
	Total All Funds	18,000	180,170	-	198,170

SECTION 3. That the Director of Finance of the City of North Ridgeville is hereby authorized to draw warrants on the treasury of the City of North Ridgeville for payments on any of the foregoing appropriations, upon receiving proper certification and vouchers therefore, approved by officers authorized by law to approve the same or by an ordinance or resolution of Council to make the expenditure and provide that no warrants may be drawn or paid for salaries or wages, except to persons employed by authority of or in accordance with law or Ordinance.

SECTION 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were 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 accordance with all legal requirements.

SECTION 5. This Ordinance is hereby declared to be an emergency measure, the emergency being in order to provide the Department of Finance with the resources necessary to meet its obligations. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: February 5, 2024



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: Feb 07, 2024



Kevin Corcoran
MAYOR

DATE:	<u>February 5, 2024</u>	1 ST READING:	<u>February 5, 2024</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u>Dispensed</u>
REFERRED BY:	<u></u>	3 RD READING:	<u>Dispensed</u>
		ADOPTED:	<u>February 5, 2024</u>
		EMERGENCY:	<u>February 5, 2024</u>
		EFFECTIVE:	<u>February 5, 2024</u>

ORDINANCE NO. 2024-21

AN ORDINANCE ALLOWING ACH AND ELECTRONIC TRANSACTIONS, AND DECLARING AN EMERGENCY.

WHEREAS, the Administration deems that is in the best interest of the City to make certain financial transactions electronically, including receipts of funds from the Lorain County Auditor; and

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. Council hereby approves the use of electronic transactions, including the receipt of funds by the Lorain County Auditor.

SECTION 2. The Director of Finance is hereby authorized to establish all ACH arrangements, share the City's banking information, and make any changes to the bank account where funds shall be settled on behalf of the City.

SECTION 3. The Director of Finance is hereby responsible for the accounting, reporting, and overseeing general compliance.

SECTION 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted 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 accordance with all legal requirements, including §121.22 of the Ohio Revised Code.

SECTION 5. This Ordinance is hereby declared to be an emergency measure, the emergency being in order to provide the Department of Finance with the resources necessary to meet its obligations. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: February 5, 2024



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: Feb 07, 2024



Kevin Corcoran
MAYOR

DATE:	<u>February 5, 2024</u>	1 ST READING:	<u>February 5, 2024</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u>Dispensed</u>
REFERRED BY:	<u></u>	3 RD READING:	<u>Dispensed</u>
		ADOPTED:	<u>February 5, 2024</u>
		EMERGENCY:	<u>February 5, 2024</u>
		EFFECTIVE:	<u>February 5, 2024</u>

ORDINANCE NO. 2024-22

AN ORDINANCE AMENDING EXHIBITS A, B, AND C OF ORDINANCE NUMBER 6065-2023, AND DECLARING AN EMERGENCY.

WHEREAS, the Administration desires to amend Exhibit A salary schedule for full-time non-bargaining employees to round annual salaries to whole dollars; and

WHEREAS, the Administration desires to amend Exhibit B part-time classification of Crossing Guard to reflect the hourly rate approved by Council at the July 10, 2023 meeting. This revision shall be retroactive to July 10, 2023; and

WHEREAS, the Administration desires to amend Exhibit C by adding Section 16 Part-time Employees to set forth benefits and employment provisions for part-time non-bargaining classifications included in Exhibit B.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:**

SECTION 1. The salary schedule for all full-time job classifications is hereby amended to rounded annual salary ranges to the whole dollar.

SECTION 2. The salary schedule for part-time classification of Crossing Guard is hereby amended to reflect the hourly rate of pay approved by Council at the July 10, 2023 meeting. This change shall be retroactive to July 10, 2023.

SECTION 3. Exhibit C is hereby amended adding Section 16 Part-time Employees to set forth benefits and employment provisions for part-time non-bargaining employees. Section 16 shall be the only benefits and provision applicable to part-time employees.

SECTION 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted 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 accordance with all legal requirements, including §121.22 of the Ohio Revised Code.

SECTION 5. This Ordinance is hereby declared to be an emergency measure, the emergency being in order to provide the Department of Finance with the resources necessary to meet its obligations. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: February 5, 2024



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: Feb 07, 2024



Kevin Corcoran
MAYOR

EXHIBIT A: Full Time Employee Classifications

	<u>From</u>	<u>To</u>	<u>Pay Type</u>
Office of Mayor			
Mayor	<i>See Ord. 6064-2023</i>		Salary
Administrative Assistant to Mayor	59,673.00	74,033.00	Hourly
Administrative Assistant	51,285.00	63,613.00	Hourly
Finance Department			
Director of Finance	99,827.00	138,657.00	Salary
Assistant Director of Finance	71,643.00	102,500.00	Salary
Payroll Administrator	63,352.00	78,607.00	Hourly
Accounts Payable Clerk	53,381.00	66,210.00	Hourly
Administrative Assistant	51,285.00	63,613.00	Hourly
Law Department			
Assistant Director of Law/Prosecutor	86,766.00	103,935.00	Salary
Clerk of Mayor's Court	45,003.00	80,813.00	Salary
Administrative Assistant	51,285.00	63,613.00	Hourly
Public Works Department			
Director of Public Works	99,827.00	138,657.00	Salary
Streets Foreman	76,699.00	95,203.00	Hourly
Water and Sewage Foreman	76,699.00	95,203.00	Hourly
Stormwater Foreman	76,699.00	95,203.00	Hourly
Grounds Maintenance Supervisor	61,019.00	75,707.00	Hourly
Assistant Grounds Maintenance Supervisor	56,656.00	70,318.00	Hourly
Superintendent of FCWWTP	77,191.00	126,690.00	Salary
Assistant Superintendent of FCWWTP	83,263.00	103,364.00	Hourly
Laboratory Manager	61,882.00	74,045.00	Hourly
French Creek Class IV Foreman	80,576.00	100,023.00	Hourly
French Creek Class III Foreman	77,889.00	96,682.00	Hourly
French Creek Foreman	76,699.00	95,203.00	Hourly
Administrative Assistant	51,285.00	63,613.00	Hourly
Community Services Department			
Director of Community Services	99,827.00	138,657.00	Salary
Director of Parks and Recreation	59,309.00	86,659.00	Salary
Program Supervisor	39,166.00	58,835.00	Hourly
Administrator of Office of Older Adults	49,336.00	76,595.00	Salary
Case Manager	48,692.00	60,349.00	Hourly
Information Technology Manager	76,875.00	112,750.00	Salary
Information Technology Specialist	63,693.00	79,032.00	Salary
Planning and Development Department			
Director of Planning and Development	99,827.00	138,657.00	Salary
Office Administrator	54,355.00	67,523.00	Salary
City Engineer	88,176.00	114,800.00	Salary
Assistant City Engineer	84,871.00	101,402.00	Salary
Civil Engineer II (PE)	77,900.00	93,993.00	Salary
Civil Engineer I (EI)	66,625.00	80,668.00	Salary
Chief Resident Project Representative	75,338.00	89,893.00	Hourly
Chief Building Official	63,183.00	109,675.00	Salary
Assistant Chief Building Official	71,330.00	88,516.00	Salary
Zoning Inspector	59,227.00	73,478.00	Hourly
Police Department	<i>See Ord. 4497-2008</i>		
Fire Department	<i>See Ord. 4496-2008</i>		
Administrative Assistant	53,405.00	68,542.00	Hourly
Office of Council			
Assistant Clerk of Council	57,378.00	71,186.00	Salary
Deputy Clerk of Council	51,285.00	63,604.00	Hourly

Amended 2/5/2024

Rates Effective 1/1/2024

EXHIBIT B: Part Time Employee Classifications

	<u>A</u>	<u>B</u>	<u>C</u>
Director of Law	<i>See Ord. 3480-99 and 3481-99</i>		
Secretary/Admin Support	17.17	16.56	16.01
Bailiff	28.40	27.73	27.11
Laborer	13.22	12.72	12.23
Licensed Building Inspector	34.32	33.66	32.97
Zoning Inspector	27.28	26.70	26.08
Resident Project Representative	35.35	33.98	32.68
Safetyville Instructor	27.56		
Humane Officer	21.10	20.14	19.48
Dispatcher	20.81	20.09	17.30
Crossing Guard	20.50		
Program and Events Coordinator	17.54	17.14	16.74
South Central Park Manager	15.03	14.64	14.23
Shady Drive Complex Manager	15.03	14.64	14.23
Site Supervisor	12.76	12.24	11.76
Crew Leader	12.76	12.24	11.76
<i>Camp Director</i>	15.13	14.76	14.40
<i>Assistant Camp Director</i>	13.09	12.77	12.46
Camp Counselor	11.59	11.21	10.81
<i>Concession Manager</i>	12.86	12.55	12.24
Concession Supervisor	11.55	11.32	11.10
Cashier	10.88	10.61	10.35
Scorekeeper	10.88	10.61	10.35
Case Manager	18.94	18.35	17.74
Cook	17.99	17.36	16.75
Van Driver	14.51	14.02	13.49

Amended 2/5/2024

Rates Effective 1/1/2024

EXHIBIT C

SECTION 1 - HOURS OF WORK

The work period shall generally be 40 hours of work over a seven (7) day period, starting at 12:01 a.m. Sunday to 12:00 p.m. midnight Saturday, but may be varied at the discretion of the Mayor/designee. Employees shall generally be scheduled for five (5) eight (8) hours workdays within the applicable seven (7) day period, which may be varied from time to time, at the discretion of the Mayor/designee. An employee's scheduled hours of work shall be inclusive of a paid 30-minute lunch period.

Employees may be scheduled to start their shift as early as 7:00 a.m. and end as late as 5:00 p.m. if necessary due to the nature of their assignment, and as approved by their immediate supervisor with consent of the Mayor/designee.

SECTION 2 - PROBATIONARY PERIOD

Employees designated as non-exempt and covered pursuant to the FLSA shall be required to serve a probationary period of 120 calendar days. During said period, the Employer shall have the right to discipline or discharge such employees and any such action shall not be appealable to any Civil Service Commission. During their probationary period, employees shall not be paid bereavement or holidays. If an employee is discharged during their probationary period, they shall not be eligible to be paid for any accrued but unused vacation.

SECTION 3 - OVERTIME ELIGIBILITY

Employees designated as non-exempt and covered pursuant to the FLSA shall be paid for all time actually worked in excess of eight (8) hours in one (1) day as applicable to scheduled daily hours. The overtime rate will be one and one-half (1½) times the employee's regular rate. Leave banks may be used towards 40 hours work week but not for purposes of overtime calculation in an 8- or 10-hour day. All overtime must be pre-approved by area supervisor prior to working. Employees may, at their option, elect to accumulate up to a maximum of 240 hours of overtime in compensatory time in lieu of cash payment for overtime. Said compensatory time may be taken, at the discretion of the employee, as time off with pay when approved by the department head. Any hours earned which will result in the number of accumulated hours exceeding 240 hours must be paid. Employees may be paid any of the hours in the overtime bank up to the maximum, at their discretion, by submitting the leave cash out form in Precinct Manager. Payment will be paid in the next pay period following the notification.

Employees designated as exempt and non-covered pursuant to the FLSA shall not be eligible for overtime.

SECTION 4 - SICK LEAVE

A. Definition of Sick Leave

Sick leave shall be defined as an absence with pay necessitated by:

- (1) Illness or injury to the employee;
- (2) Disabilities due to pregnancy or delivery of child;
- (3) For bonding with a newborn or adopted child of the employee for a period not to exceed two

- (2) weeks from the date of the child's birth;
- (4) Exposure of the employee to contagious disease deemed communicable to other employees and determined to be a health and safety issue by the Mayor/designee;
- (5) Illness, injury or death in the employee's immediate family.

B. Definition of Immediate Family

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

C. Accumulation of Sick Leave

Employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every 80 hours worked in active pay status and shall accumulate such sick leave for future use to an unlimited amount. Employees shall not accrue sick leave as a result of any separation payout made pursuant to subsection D below.

D. Payment Upon Separation

Upon the occurrence of any of the following events, an employee who has not less than ten (10) years of continued service with the Employer shall be entitled to a cash payment of the value of the herein defined amount of earned and unused sick leave hours:

- (1) Retirement of the employee;
- (2) Disability retirement of the employee;
- (3) Death of the employee; and
- (4) Separation from employment for any reason except termination for cause.

Any employee qualifying pursuant to the above provisions of this article shall be entitled to receive a cash payment equal to his/her hourly base rate of pay at that time of the occurrence of an above-listed event multiplied by ninety percent (90%) of the total number of accumulated but unused hours earned by the employee as certified by the Finance Director, provided that such resulting number of hours to be paid shall not exceed 1,000 hours of pay. If the qualifying employee is deceased, the payment shall be made pursuant to the provisions of the Ohio Revised Code 2113.04.

E. Reporting Off Work

An employee who is to be absent on sick leave shall notify their supervisor of such absence and the reason therefore at least one-half (1/2) hour prior to each day he/she is absent, except in unusual circumstances or with permission of the Mayor/designee. Failure to properly report off work shall be cause for discipline.

F. Charging of Sick Leave

Sick leave may be used in any segments. The Finance Department shall be responsible for tracking sick leave usage and balances.

G. Documentation Justifying Use of Sick Leave

Before an absence may be charged against accumulated sick leave, the Employer may require such proof of illness/injury of the employee, or of a qualifying family member of the employee, as may be satisfactory to justify the use of sick leave, or may require the employee to be examined by a physician, paid for by the Employer and selected by the Mayor/designee. In any event, an employee absent on sick leave must supply a written and signed statement on a form provided by the Employer attesting to his/her illness to be eligible for payment of sick leave. For an absence in excess of three (3) working days or for accumulated absences of five (5) or more days in a rolling 60-day period the Employee shall be required to present a doctor's certificate at the employee's expense to justify the use, and payment of sick leave or receive approval from the Mayor/designee.

If the employee fails to submit proof of illness/injury of the employee or a qualifying family member of the employee upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Mayor/designee finds that there is no satisfactory evidence of illness/injury of the employee or of a qualifying relative of the employee sufficient to justify the employee's absence, such leave shall be considered unauthorized leave and may be without pay. Unauthorized absence without leave may subject the employee to discipline.

H. Return to Duty Medical Examination

The Mayor/designee may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his/her return to duty, to be examined by a physician designated by the Employer (at the Employer's expense) to establish that the employee is mentally and physically capable of performing the essential functions of his/her position and that his/her return to duty will not jeopardize the health and safety of the employee or other employees.

I. Fitness for Duty Medical Examination

If the Employer has a reasonable basis for believing that an employee is no longer mentally and/or physically capable of performing the essential functions of his/her position or poses a threat to himself or others, the Employer may order an examination by an appropriately qualified medical professional at the Employer's expense. Upon receipt of the medical professional's opinion on fitness for work which disqualifies the employee for return to work, the Employer and the employee will meet to discuss possible alternatives and/or accommodations.

J. Discipline

An employee must comply with all rules and regulations on sick leave in order to receive sick leave pay. Falsification of sick leave documents, or abuse of sick leave as determined by the Employer, is grounds for disciplinary action.

SECTION 5 - PAID SICK LEAVE DONATION

A. Policy: It shall be the policy of the Employer that employees with accumulated Sick Leave may donate paid Sick Leave to a fellow employee who, in strictly serious or catastrophic cases, is in need of assistance and has exhausted all of their available leave/time.

B. Purpose: The purpose of this program is to:

- (1) allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to circumstances necessitating the use of Sick Leave as set forth in Section 4(A) above (Sick Leave);
 - (2) establish strict guidelines for the implementation of donation of paid Sick Leave time; and
 - (3) to protect the investment the Employer has made in an employee in an effort to retain that employee.
- C. Eligibility: An employee is eligible, after one year of service, to apply for the benefit of this policy. The employee must apply through the Mayor. ALL of the following must apply to the circumstances of the recipient employee:
- (1) the employee is not eligible for Worker's Compensation benefits;
 - (2) the employee has not been disciplined at any level for patterned use of sick leave within the previous three (3) years;
 - (3) the employee has exhausted all accrued time available to him/her including sick time, personal time, comp time, and vacation time; and
 - (4) the employee can, if requested, provide documentation through medical records that there is a bona fide medical reason for his/her inability to work.
- D. Duration: The maximum length of time that an employee may receive benefits under this program is eight (8) pay periods.
- E. Participation of Donor Employee:
- (1) An employee is eligible after one (1) year of service and may choose to participate in the sick leave donation program.
 - (2) An employee must have and maintain a minimum of eight weeks (320 hours) of accumulated Sick Leave to be eligible to participate as a donor.
 - (3) An employee who is donating paid leave may donate up to 40 hours of sick leave per donee per incident, in increments no less than eight (8) hours. An employee may donate to an eligible recipient employee repeatedly.
- F. Application Review: Upon receiving an application for sick leave donation, the Mayor shall review the application and:
- (1) Evaluate whether there has or has not been any documented disciplinary action at any level for the patterned use of sick leave or abuse of sick leave within the previous three (3) years by the donor employee in their department; and
 - (2) Verify that the cause of absence is not work-related.
 - (3) The application is then forwarded to the Finance Director for review and verification that the employee has no time (of any nature) available to the credit of their account. The application is then forwarded to the Mayor's Office for approval or denial. If all eligibility requirements have been met and the application is approved, the application shall be returned to the Finance Director for disbursement proceedings. Transfer Participation Forms are to be distributed to all Department and Division Heads and Area Stewards for leave donations. If any eligibility requirement is not met, the application is denied and returned to the applicant who shall be advised as to the reason for denial.

G. Disbursement of Donated Sick Leave: Upon receiving an approved application, the Finance Department shall credit the employee approved for the donation of sick time hours under this policy and disburse in the following manner:

- (1) Any time the employee has accrued shall be used first; and
- (2) Then on a rotating basis from employees that have signed up to donate; the first person submitting paperwork to donate shall be docked first, then the next person, and so on. Any donor employee's accumulated paid leave shall be reduced in eight (8) hour increments.

The transfer of benefits shall be calculated on a prorated basis to be determined by the rate of pay of the donor employee for the donee employee.

H. Recovery of Donated Sick Leave: In the event that an employee who has received benefits under this program are reimbursed in any manner for the lost work time covered by this benefit, the employee must reimburse the Employer for the pay that was received. The donor employee shall be credited with the hours donated.

I. Unexpended balance of donated Sick Leave: An employee receiving donated Sick Leave who returns to work may retain up to 40 hours of donated Sick Leave. Donated Sick Leave will not be eligible for cash conversion by the recipient.

SECTION 6 – LEAVE OF ABSENCE

An employee shall be granted a leave of absence of 40 hours with pay in the event of the death of a spouse, mother, father, stepchild or child. The employee shall be granted a leave of absence of three (3) days with pay in the event of the death of the employee's stepmother, stepfather, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, spouse's grandparents, brother-in-law, sister-in-law, daughter-in-law or son-in-law. The employee shall be entitled to 40 hours when said death is outside the State of Ohio. Leave granted under this article shall be taken in consecutive work time (hours/days), and must include the date of the funeral or memorial services. Employee shall be allowed, at the sole discretion of the Mayor/designee to add time to a funeral leave, which time shall be deducted from his/her accumulated sick leave.

SECTION 7 - HOLIDAYS

Employees shall receive a holiday benefit for the following holidays below. The holiday benefit shall be an employee's full day's pay based on their scheduled shift.

New Years Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
Presidents Day	Day after Thanksgiving
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	Labor Day

Overtime eligible employees who work on any of the above designated holidays will receive the holiday benefit plus double their regular rate of pay for all hours actually worked. Employees called in on a non-scheduled day, who work the actual day of the holiday and the week-day date on which the same holiday

is recognized by the Federal government shall receive double their regular rate of pay for all hours actually worked.

In order to be eligible for any of the paid holidays, the employee must actually work their last schedule day before the holiday and immediately after the holiday. Vacation, compensatory time and personal time (if applicable) shall be considered time worked. Sick leave shall be considered time worked only when a licensed doctor's certificate is supplied.

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

Employees hired after June 1, 2020 shall not receive personal time. Employees hired prior to this date shall follow the personal time procedures outlined in the AFSCME contract.

SECTION 8 - VACATION

A. Accrual Amount

Employees shall be granted the following vacation leave with full pay each year based upon their length of employment with the Employer, as follows:

Less than 1 year	= 40 hours
1 to 4 years	= 10 days, 80 hours, or 2 weeks
5 to 9 years	= 15 days, 120 hours, or 3 weeks
10 to 14 years	= 20 days, 160 hours, or 4 weeks
15 to 19 years	= 25 days, 200 hours, or 5 weeks
20 and over	= 30 days, 240 hours, or 6 weeks

Employees designated as non-exempt and covered pursuant to the FLSA shall become eligible for vacation leave upon completion of probation. Vacation leave shall be taken no later than the employee's anniversary date.

Employees designated as exempt and non-covered pursuant to the FLSA shall become eligible for vacation leave upon hire. Vacation leave shall be taken no later than the employee's anniversary date.

In order to attract qualified candidates at the time of hiring, the Mayor shall have the authority to grant a newly hired exempt employee vacation credit. At the Mayor's discretion, the employee shall have a specific number of years credited to him/her and shall be placed on the vacation schedule above. The employee shall then progress forward accordingly on the vacation schedule with the credited time applied in the same manner as if it had accrued by term of service. Any vacation service credit shall be documented in writing and placed in the employee's personnel file by the Finance Director.

B. Carryover of Vacation

An employee shall be permitted to carry over up to 40 hours of vacation for use within six (6) months of the employee's anniversary date and upon approval of the department head.

C. Cash Out of Vacation

An employee who has five (5) or more years of service shall be permitted to cash in accrued vacation time, not to exceed one-half of the employee's annual vacation accrual. Vacation cash out requests shall be made once per calendar year at the end of the anniversary period. Employees shall submit a leave cash out form in the timekeeping system during the pay period in which their anniversary date occurs requesting cash out of allowable vacation time.

Employees designated as exempt and non-covered pursuant to the FLSA shall be permitted to cash out any vacation time remaining on the employee's account on his/her anniversary date after any carry forward, up to but not exceeding one half (1/2) of the employee's annual vacation allowance.

D. Scheduling of Vacation

Employees shall be allowed to take their vacation in any increment, not to exceed two (2) consecutive weeks, unless an exception is approved by the Mayor/designee in advance of the proposed vacation. Vacation leave shall be requested at least 48 hours in advance.

E. Payment Upon Separation

If an employee eligible to receive vacation is separated from employment voluntarily or involuntarily prior to taking his/her vacation, he/she shall receive any fully earned but unused vacation leave accrued under Section A above. If the employee is deceased, the payment shall be made pursuant to the provisions of Ohio Revised Code §2113.04.

SECTION 9 - UNPAID LEAVES OF ABSENCE

A. Medical Leave of Absence

An employee who has completed his/her probationary period and who has exhausted all available leave balances shall be granted a leave of absence for a period not to exceed 180 days because of personal illness or injury or on account of pregnancy upon the request of the employee with sufficient supporting medical evidence. The length of the leave granted will be based upon the Employer's review of the supporting medical evidence. Such leave shall be without pay or benefits except that health insurance shall be provided during leaves of 180 days or less. Any leave granted under this Section may be extended at the discretion of the Mayor.

B. Military Leave

See Ordinance Ord. 4032-2004.

SECTION 10 - INSURANCE PROGRAMS

The City shall provide medical, dental and prescription Insurance Programs as determined by the Mayor/designee to all full-time employees and non-full-time employees as otherwise required by law. All employees enrolled in the Insurance Programs shall contribute monthly toward the premium cost for said insurance at the rate established by the Mayor/designee. The applicable employee contribution for any Insurance Program will be determined by using the actuarially calculated based COBRA rates if any. The employee contribution will be at the percentages defined above of those COBRA rate figures rounded to

the nearest dollar. These figures may be adjusted based upon updates to the base COBRA rate. Employee contributions shall be withheld in equal or roughly equal monthly installments from the first two payrolls paid each month. Contributions withheld for each month will be for that month's enrollment (i.e., amounts withheld in January will be for January enrollment).

SECTION 11 - LIFE INSURANCE

Employees shall be supplied life insurance in the amount equal to that which is provided to members of the AFSCME bargaining unit for life insurance pursuant to the terms of the collective bargaining agreement. Said life insurance shall be provided at no cost to the employee.

SECTION 12 - SCHOOL COST REIMBURSEMENT

An employee who takes an Employer-approved college course, or work-related training course, or seminar, shall be reimbursed the actual costs of such training course, including the cost of course textbooks verifiable by receipt in an amount not to exceed the non-taxable limit established by the Internal Revenue Service per year. In order to be reimbursed, the employee must receive a grade of "C" or better, or the equivalent. As a condition precedent to any reimbursement, the Employee will enter into a contract with the City agreeing to maintain employment with the City for a period of two (2) years after the last reimbursement payment. Failure to do so will mandate reimbursement by Employee to the City for any and all previously made reimbursement payments.

The employee must obtain written approval of the Mayor or his designee in advance of enrollment to be reimbursed.

SECTION 13 - TRACKING OF LEAVE

The Finance Director shall track all leave balances (accumulation and use of leave) in accordance with the rules established by the applicable sections above and/or any policies and procedures established by the Mayor, including but not limited to the City of North Ridgeville Employee Handbook as amended from time to time by the Mayor.

SECTION 14 - PENSION PICK-UP

Employees designated as exempt and non-covered pursuant to the FLSA shall be eligible for Pension pick-up based on the following:

- A. The Employer's method of payment of salary and the provision of fringe benefits for all employees who are members of OPERS (referred to herein as "Covered Employees") shall be modified as follows, in order to provide for a salary reduction pick-up and, for certain Covered Employees, a fringe benefit pick-up of employee contributions to OPERS, in accordance with Code Section 414(h)(2) and the rulings thereunder.
- B. The total annual salary and salary per pay period for each Covered Employee shall be the salary otherwise payable per ordinance and applicable Employer policies. Such total annual salary and salary per pay period of each Covered Employee shall be payable by the Employer in two parts: (1) deferred salary and (2) cash salary. A Covered Employee's deferred salary shall be equal to the percentage of his/her total annual salary or salary per pay period which is required to be paid to OPERS as an employee contribution under OPERS; and such amount shall be paid by the Employer directly to

OPERS on behalf of the said employee as a "salary reduction pick-up" of the OPERS employee contribution of said employee. A Covered Employee's cash salary shall be equal to his/her total annual salary or salary per pay period less the amount of the salary reduction pick-up for said employee and shall be payable to him, subject to applicable payroll deductions. Notwithstanding the preceding, as an additional fringe benefit of employment on behalf of Covered Employees the Employer shall pay directly to OPERS, as an employee contribution under OPERS, an amount equal to four (4%) percent of the salary of such employees in lieu of such amount being deducted from the total annual salary or salary per pay period of such employees and paid to OPERS as deferred salary pursuant to the salary reduction pick-up. The payment of the said amount in lieu of part of the salary reduction pick-up is hereinafter referred to as the "fringe benefit pick-up." The cash salary of Covered Employees entitled to the fringe benefit pick-up shall be the total annual salary or salary per pay period of such employees less the remaining salary reduction pick-up, subject to applicable payroll deductions.

- C. The salary reduction pick-up, but not the fringe benefit pick-up, shall be included in the Covered Employee's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any similar purpose.
- D. The salary reduction pick-up and fringe benefit pick-up by the Employer of a Covered Employee's contributions to OPERS shall be mandatory for all Covered Employees. No Covered Employees shall have the option of choosing the pick-up amounts directly instead of having them paid by the Employer to OPERS.
- E. The Employer shall fulfill its income tax reporting and withholding responsibilities for each Covered Employee in such manner as is required by applicable federal, state, and local laws and regulations as they may exist at the time of such reporting and withholding, it being the Employer's understanding that the fringe benefit pick-up is not subject to any income or employment taxes; and that federal and Ohio income tax laws and regulations presently require it to report as an employee's gross income his/her total annual salary less the amount of the salary reduction pick-up (i.e., his/her cash salary) while applicable federal employment tax laws (i.e., the Medicare tax law) require it, and municipal income tax laws may require it to report as an employee's gross income his/her total annual salary including the amount of the salary reduction pick-up.
- F. The Employer shall take all acts necessary and appropriate to ensure the continued implementation of this resolution, including but not limited to, making applications to the Internal Revenue Service and the Board administering the OPERS program to determine the requirements of the Internal Revenue Service and such Board in connection with such pick-up plan. The Employer reserves the right to modify the terms of this pick-up to the extent it reasonably deems is necessary for obtaining the approval of OPERS and/or the Internal Revenue Service.
- G. Pension pick-up as set forth above shall apply to the position of Mayor beginning the term following the adoption of this Ordinance.

Employees designated as non-exempt and covered pursuant to the FLSA shall not be eligible for Pension pick-up.

- A. The Employer's method of payment of salary and the provision of fringe benefits for all employees who are members of OPERS (referred to herein as "Covered Employees") shall be in accordance with Code Section 414(h)(2) and the rulings thereunder. The provisions of this Article shall become effective for the first payroll period beginning after the first date this contract is ratified by the Union and is

approved by the City Council.

- B. The salary reduction pick-up, shall be included in the Covered Employee's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any similar purpose.
- C. The salary reduction pick-up is mandatory for all covered employees.
- D. The Employer shall fulfill its income tax reporting and withholding responsibilities for each Covered Employee in such manner as is required by applicable federal, state and local laws and regulations as they may exist at the time of such reporting and withholding
- E. The Employer shall take all acts necessary and appropriate to ensure the continued implementation of this resolution, including but not limited to, making applications to the Internal Revenue Service and the Board administering the OPERS program to determine the requirements of the Internal Revenue Service and such board. The Employer reserves the right to modify the terms of this pick-up to the extent it reasonably deems is necessary for obtaining the approval of OPERS and/or the Internal Revenue Service; and if approval of OPERS and/or the Internal Revenue Service cannot be obtained for the terms of this pick-up, the parties shall meet and negotiate pursuant to the severability clause.

SECTION 15 - LONGEVITY

- A. For all employees hired after March 1, 2014, covered by this Ordinance, longevity shall be paid according to the following schedule. Longevity will be paid in a lump sum within the pay period in which the employee's anniversary falls. Longevity shall continue to be awarded on the employee's successive anniversary date in accordance with this schedule.

5th Anniversary	\$ 800.00	15th Anniversary	\$2,000.00
6th Anniversary	\$ 800.00	16th Anniversary	\$2,100.00
7th Anniversary	\$ 800.00	17th Anniversary	\$2,200.00
8th Anniversary	\$1,300.00	18th Anniversary	\$2,300.00
9th Anniversary	\$1,400.00	19th Anniversary	\$2,400.00
10th Anniversary	\$1,500.00	20th Anniversary	\$2,500.00
11th Anniversary	\$1,600.00	21th Anniversary	\$2,600.00
12th Anniversary	\$1,700.00	22th Anniversary	\$2,700.00
13th Anniversary	\$1,800.00	23th Anniversary	\$2,800.00
14th Anniversary	\$1,900.00	28th Anniversary	\$3,000.00

For all employees hired after the adoption of this agreement, upon an employee's 23rd anniversary date and every year up to his/her 28th anniversary, the employee shall receive \$2,800.00 annually. Upon his/her 28th anniversary date and thereafter, the employee shall receive \$3,000.00 annually. In no event shall the maximum amount paid under this Section exceed \$3,000.00 annually, to any single employee.

Any employee hired prior to March 14, 2014 shall follow the longevity schedule outlined in Article 25 of the AFSCME bargaining agreement.

SECTION 16 – PART-TIME EMPLOYEES

This section applies to job classifications as listed in Exhibit B of this Ordinance. No other section of this Exhibit shall apply to the part-time non-bargaining group.

- A. The work period for part time non-bargaining employees shall be determined based on the operational need of respective department and at the discretion of the Mayor/designee.
- B. Part-time permanent employees are limited to working a maximum of twenty-ninety (29) hours per week.
- C. Part-time employees are limited to working no more than fifteen hundred and eight (1,508) hours in a calendar year.
- D. The base pay for all employees covered under this Ordinance are set forth in Exhibit B.
- E. All overtime shall follow the Fair Labor Standards Act.
- F. Nothing in this Ordinance shall read or be interpreted to give part-time employees any benefits except as outline in “G” below.
- G. Uniforms.
 - A. The City shall provide each part time Licensed Building Inspector with rain gear, which shall include a rain coat and boots at the City’s expense. These items shall remain property of the City and shall be replaced and/or repaired subject to the approval of the Mayor/designee.
 - B. The City shall provide each part time Dispatcher an annual clothing allowance of \$200 to be credited at an authorized uniform store of the City’s choice for the purchase of uniforms. These uniforms shall remain property of the City and shall be replaced and/or repaired subject to the approval of the Mayor/designee.
 - C. The City shall provide each part time Bailiff an annual clothing allowance of \$200 to be credited at an authorized uniform store of the City’s choice for the purchase of uniforms. These uniforms shall remain property of the City and shall be replaced and/or repaired subject to the approval of the Mayor/designee.

Employees listed in Exhibits A and B shall follow the City of North Ridgeville’s employee handbook for conditions of employee not covered herein.

DATE:	<u>February 5, 2024</u>	1 ST READING:	<u>February 5, 2024</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u>Dispensed</u>
REFERRED BY:	<u></u>	3 RD READING:	<u>Dispensed</u>
		ADOPTED:	<u>February 5, 2024</u>
		EMERGENCY:	<u>February 5, 2024</u>
		EFFECTIVE:	<u>February 5, 2024</u>

ORDINANCE NO. 2024-23

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH ORCHARD, HILTZ & MCLIMENT, INC., DBA OHM ADVISORS FOR PROFESSIONAL ENGINEERING SERVICES, NOT TO EXCEED \$100,000.00, AND DECLARING AN EMERGENCY.

WHEREAS, Orchard, Hiltz & McLiment, Inc. is a professional engineering firm doing business as OHM Advisors and is registered in the State of Ohio; and

WHEREAS, the City proposes to use OHM Advisors to assist the City Engineer with general municipal consulting services such as planning, engineering, architecture, landscape architecture, or grant writing tasks as determined by the City Engineer; and

WHEREAS, the major tasks currently needed by the City are as follows:

1. Assist with 5-year Capital Improvement Plans (CIP);
2. Prepare the Annual Report to Ohio EPA regarding NPDES Permit (MS4);
3. Review and prepare funding applications for various funding sources such as CDBG, OPWC, ODNR, FEMA, EPA, OWDA & ODOT.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. The Mayor is hereby authorized to enter into a contract with OHM Advisors, not to exceed \$100,000.00.

SECTION 2. The Contract shall commence upon signed authorization from the City and shall terminate on December 31, 2024.

SECTION 3. Upon 90-days advance written notice, either the City of North Ridgeville or the City Engineer may request termination of the contract. The termination date shall be the last day of any month, a minimum of 90-days from the date of written notice. All contract requirements and payment requirements shall apply through the final date of termination.

SECTION 4. The cost of the services provided by OHM Advisors shall be charged to and paid from the appropriate fund.

SECTION 5. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted 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 accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 6. This Ordinance is hereby declared to be an emergency measure, the emergency being in order to provide the Engineering Division with the resources necessary to meet its obligations to provide for the health, safety, and welfare of the Citizens of the City of North Ridgeville. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: February 5, 2024



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: Feb 07, 2024



Kevin Corcoran
MAYOR

DATE:	<u>February 5, 2024</u>	1 ST READING:	<u>February 5, 2024</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u>Dispensed</u>
REFERRED BY:	<u></u>	3 RD READING:	<u>Dispensed</u>
		ADOPTED:	<u>February 5, 2024</u>
		EMERGENCY:	<u>February 5, 2024</u>
		EFFECTIVE:	<u>February 5, 2024</u>

Amended on the floor 02-05-2024

ORDINANCE NO. 2024-24

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NORTH RIDGEVILLE TO PURCHASE NETWORK COMPONENTS AND EQUIPMENT WITHOUT PUBLIC BIDDING IN AN AMOUNT NOT TO EXCEED \$160,000.00, AND DECLARING AN EMERGENCY.

WHEREAS, the City has entered into a thirty-nine (39) month agreement with GoTo for voice services for all City of North Ridgeville locations; and

WHEREAS, the City has entered into a thirty-six (36) month agreement with Spectrum for fiber/Internet services for all City of North Ridgeville locations; and

WHEREAS, network components and equipment are necessary to make the voice and fiber/Internet services operational; and

WHEREAS, the construction of the new police station is nearing completion and intends to be operational by the end of February 2024; and

WHEREAS, circumstances outside our control have forced the city to accelerate voice and fiber/Internet network changes to accommodate the opening of the new police department including the purchase of the network components and equipment; and

WHEREAS, due to these unforeseen circumstances requiring immediate attention, the administration seeks authorization by Council for these expenditures without public advertising pursuant to Section 11.7 of the City Charter.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. The Mayor of the City of North Ridgeville, Ohio, is hereby authorized to purchase network components and equipment, without public bidding, in an amount not to exceed \$160,000.00 with Go2IT which are necessary for the operation of voice and fiber/Internet services.

SECTION 2. The cost for the components and equipment shall be charged to and paid from the appropriate fund.

SECTION 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted 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 accordance with all legal requirements, including §121.22 of the Ohio Revised Code.

SECTION 4. This Ordinance is hereby declared to be an emergency measure, the emergency being in order to purchase and place the necessary equipment that is needed to meet the Police Department and the City's obligations to provide for the health, safety, and welfare of the Citizens of the City of North Ridgeville. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: February 5, 2024



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: Feb 07, 2024



Kevin Corcoran
MAYOR