

DATE:	<u>October 3, 2022</u>	1 ST READING:	<u>October 3, 2022</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u>Dispensed</u>
REFERRED BY:	<u></u>	3 RD READING:	<u>Dispensed</u>
TEMPORARY NO:	<u>T145-2022</u>	ADOPTED:	<u>October 3, 2022</u>
		EMERGENCY:	<u>October 3, 2022</u>
		EFFECTIVE:	<u>October 3, 2022</u>

RESOLUTION NO. 1577-2022

**A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS
FROM THE GENERAL FUND TO THE POLICE STATION
CONSTRUCTION FUND, AND DECLARING AN EMERGENCY.**

WHEREAS, City Council passed Ordinance 5977-2022 authorizing the Mayor to advertise for bids and enter into a contract for the construction, furnishing, equipping, and otherwise improving the new Police Station; and

WHEREAS, the Police Station Construction bid held on September 15, 2022, resulted in the lowest and best bid being nine percent above the architect's estimate; and

WHEREAS, City Council deems it appropriate to transfer funds from the General Fund to the Police Station Construction fund to allow the project to move forward.

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

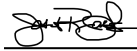
SECTION 1. The City Auditor is authorized to transfer \$1,000,000.00 from the General Fund to the Police Station Construction fund.

SECTION 2. The proceeds from the bonds issued for this project shall be expended first prior to the funds transferred from the General Fund. If any of the transferred funds are not needed they shall be returned to the General Fund at the completion of the project prior to any other transfers.

SECTION 3. 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 4. This Resolution is hereby declared to be an emergency measure, the emergency being in order to move the funds from the General Fund to the Police Station Construction Fund to enter into contract. Wherefore, this Resolution shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: October 3, 2022



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: October 6, 2022



Kevin Corcoran
MAYOR

DATE:	<u>October 3, 2022</u>	1 ST READING:	<u>October 3, 2022</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u>Dispensed</u>
REFERRED BY:	<u></u>	3 RD READING:	<u>Dispensed</u>
TEMPORARY NO:	<u>T 144-2022</u>	ADOPTED:	<u>October 3, 2022</u>
		EMERGENCY:	<u>October 3, 2022</u>
		EFFECTIVE:	<u>October 3, 2022</u>

ORDINANCE NO. 5999-2022

**AN ORDINANCE AMENDING ORDINANCE NUMBER 5889-2022
OF THE CITY OF NORTH RIDGEVILLE, OHIO, PROVIDING
APPROPRIATIONS FOR THE PERIOD COMMENCING
JANUARY 1, 2022, AND ENDING DECEMBER 31, 2022, AND
DECLARING AN EMERGENCY.**

WHEREAS, it is necessary to amend the appropriations for certain funds and appropriate other amounts for the operations of the City of North Ridgeville, Ohio.

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

SECTION 1. That to provide for current and other expenditures for the City of North Ridgeville, Ohio for the period commencing January 1, 2022, and ending December 31, 2022, Ordinance No. 5889-2021 be and the same are hereby supplemented in the following amounts so that from and after the effective date of the Ordinance, the appropriation Ordinance shall include the following, being adjusted for the similar terms in the preceding appropriation Ordinance.

SECTION 2. That there be appropriated from the respective funds listed below, the amounts as follows:

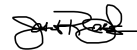
<u>Fund Number</u>	<u>Fund</u>	<u>Personal Services</u>	<u>Other</u>	<u>Transfers and Advances</u>	<u>Total</u>
	<u>General Fund</u>				
101	General Government	-	73,700	1,000,000	1,073,700
	Total General Fund	-	73,700	1,000,000	1,073,700
	<u>Special Revenue Funds</u>				
265	Ambulance	10,000	17,000	-	27,000
	Total Special Revenue Funds	10,000	17,000	-	27,000
	<u>Debt Service Funds</u>				
333	Performance LN TIF	-	17,000	-	17,000
	Total Debt Service Funds	-	17,000	-	17,000
	<u>Capital Project Funds</u>				
410	Capital Improvement	-	210,000	-	210,000
445	Police Station Construction	-	1,000,000	-	1,000,000
	Total Capital Project Funds	-	1,210,000	-	1,210,000
	<u>Internal Service Funds</u>				
710	Self Insurance		990,000		990,000
730	City Garage	-	35,000	-	35,000
	Total Internal Service Funds	-	1,025,000	-	1,025,000
	Total All Funds	10,000	2,342,700	1,000,000	3,352,700

SECTION 3. That the Auditor 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 Auditor's office with the necessary financial resources. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: October 3, 2022



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: October 6, 2022



Kevin Corcoran
MAYOR

DATE:	<u>October 3, 2022</u>	1 ST READING:	<u>October 3, 2022</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u>Dispensed</u>
REFERRED BY:	<u></u>	3 RD READING:	<u>Dispensed</u>
TEMPORARY NO:	<u>T 146-2022</u>	ADOPTED:	<u>October 3, 2022</u>
		EMERGENCY:	<u>October 3, 2022</u>
		EFFECTIVE:	<u>October 3, 2022</u>

ORDINANCE NO. 6000-2022

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NORTH RIDGEVILLE TO ADVERTISE FOR BIDS AND NEGOTIATE A CONTRACT ACCORDING TO LAW AND IN A MANNER PRESCRIBED BY LAW FOR THE RENTAL OF EQUIPMENT AND RELATED SERVICES FOR ROAD REPAIR AND MAINTENANCE TO BE USED BY THE SERVICE DEPARTMENT, AND DECLARING AN EMERGENCY.

WHEREAS, the rental of equipment and services for road repair and maintenance is needed for the City of North Ridgeville Service Department’s street paving program, retroactive to April 18, 2022, and will end in November 2022.

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

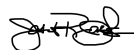
SECTION 1. The Mayor is hereby authorized to advertise for bids and negotiate a contract according to law and in the manner prescribed by law for the rental of equipment and related services, as listed in Exhibit A attached hereto and incorporated as if rewritten herein, for road repair and maintenance to be used by the Service Department.

SECTION 2. The rental costs are not to exceed the amount appropriated and shall be charged to and paid from the appropriate City funds.


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 is hereby declared to be an emergency measure, the emergency being in order to avoid any issues with the renting of the equipment. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: October 3, 2022



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST : 

Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: October 6, 2022



Kevin Corcoran
MAYOR

Exhibit A

TRUCK RENTAL & EQUIPMENT RENTAL SPECIFICATIONS/BID FORM
INCLUDING OPERATOR WHERE STATED

The following is a list of possible equipment needed for the city of North Ridgeville Service Department’s Street paving program, which is scheduled to begin April 2021, and should be completed by November 2021, weather permitting. For each listed item, state whether the equipment is available during that time period. If availability is limited, state the dates that the equipment is available.

All prices shall include mobilization.

A. TRUCKS

1) TANDEM AXLE

Driver included for excavation and material handling\$ _____/hour

Availability: _____

2) TRI-AXLE

Driver included for excavation and material handling\$ _____/hour

Availability: _____

3) TACK COAT DISTRIBUTOR W/ OPERATOR.....\$ _____/hour

Availability: _____

Terms: _____

4) RENTAL OF 250 GALLON TAG-ALONG TACK

KETTLE.....\$ _____/week

B. EQUIPMENT RENTAL

1) CAT PR105, or equivalent..... \$ _____/hour
\$ _____/week

Availability: _____

2) WIRTGEN 1000, or equivalent

Capable of milling asphalt or concrete from 12" to 40" wide
In a single pass at depths of 1" to 7" w/self-loading capabilities
with operator

\$ _____/hour

Availability: _____

NAME OF BIDDER _____

3) DOZER

CAT D-6 or equivalent

Model _____

\$ _____/hour

Make _____

\$ _____/week

Availability: _____

4) CAT D-8 or equivalent

Model _____

\$ _____/hour

Make _____

\$ _____/week

Availability: _____

5) ROAD WIDENER

Model _____

\$ _____/hour

Make _____

\$ _____/week

Availability: _____

COST OF OPERATOR..... \$ _____/week

Terms: _____

NAME OF BIDDER _____

- 6) TYMCO, or equivalent, REGENERATED AIR SWEEPER,
WITH SELF LOADING CAPABILITIES, W/OPERATOR

Model _____ \$ _____/hour

Make _____ \$ _____/week

Availability: _____

Minimum Hours Required: _____

- 7) SELF-PROPELLED VAC-ALL, or equivalent, W/OPERATOR

Model _____ \$ _____/hour

Make _____ \$ _____/week

Availability: _____

NAME OF
BIDDER _____

DATE:	<u>October 3, 2022</u>	1 ST READING:	<u>October 3, 2022</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u>Dispensed</u>
REFERRED BY:	<u></u>	3 RD READING:	<u>Dispensed</u>
TEMPORARY NO:	<u>T 147-2022</u>	ADOPTED:	<u>October 3, 2022</u>
		EMERGENCY:	<u>October 3, 2022</u>
		EFFECTIVE:	<u>October 3, 2022</u>

ORDINANCE NO. 6001-2022

PID NO. 105742

PROJECT NAME: LOR US 0020 19.83

AN ORDINANCE COOPERATING WITH THE DIRECTOR OF THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE RESURFACING OF CENTER RIDGE ROAD (U.S. 20) THROUGH THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, AND DECLARING AN EMERGENCY.

WHEREAS, on the 7th day of September, 2021, the City of North Ridgeville enacted legislation proposing cooperation with the Director of Transportation for the described project:

The project consists of resurfacing Center Ridge Road (U.S. 20) between the western North Ridgeville corporation limit and approximately 700 feet east of Greenlawn Drive and between McKinley Avenue and the eastern North Ridgeville corporation limit, including pavement repairs, guardrail upgrades, pedestrian facility upgrades, and pavement markings, lying within the City of North Ridgeville; and

WHEREAS, the City of North Ridgeville shall cooperate with the Director of Transportation in the above described project as follows:

The City agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement within the City limits, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.

The share of the cost of the City of North Ridgeville is now estimated in the amount of Seven Hundred Seven Thousand Seventy-Two and 00/100 Dollars (\$707,072.00), but said estimated amount is to be adjusted in order that the City of North Ridgeville’s ultimate share of said improvement shall correspond with said percentages of actual costs when said actual costs are determined; and

WHEREAS, the Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above described highway and has transmitted copies of the same to this legislative authority; and

WHEREAS, the City of North Ridgeville desires the Director of Transportation to proceed with the aforesaid highway improvement.

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

SECTION I. The estimated sum of Seven Hundred Seven Thousand Seventy-Two and 00/100 Dollars (\$707,072.00) is hereby appropriated for the improvement described above and the fiscal officer is hereby authorized and directed to issue an order on the treasurer for said sum upon the requisition of the Director of Transportation to pay the cost and expense of said improvement. We hereby agree to assume in the first instance, the share of the cost and expense over and above the amount to be paid from Federal funds.

SECTION II. The City of North Ridgeville hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.

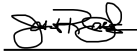
SECTION III. The City of North Ridgeville shall enter into a contract with the State, and that the Mayor be, and is hereby authorized to execute said contract, providing for the payment of the City of North Ridgeville the sum of money set forth herein above for improving the described project.

SECTION IV. The City of North Ridgeville shall transmit to the Director of Transportation a fully executed copy of this Ordinance.

SECTION V. 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 VI. This Ordinance is hereby declared to be an emergency measure, the emergency being in order to accept and cooperate with the Ohio Department of Transportation for the project. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: October 3, 2022



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: October 6, 2022



Kevin Corcoran
MAYOR

EXHIBIT A

CONTRACT

(Chapter 5521, Ohio Revised Code)

This contract is made by and between the State of Ohio, Department of Transportation, acting through its director (hereinafter referred to as the "STATE"), 1980 West Broad Street, Columbus, Ohio 43223, and the City of **North Ridgeville**, (hereinafter referred to as the legislative authority/Local Public Agency or "LPA").

WITNESSTH:

WHEREAS, Chapter 5521 of the Ohio Revised Code provides that the legislative authority may cooperate with the STATE in a highway project made by and under the supervision of the Director of Transportation; and

WHEREAS, through the enactment of preliminary legislation, the LPA and the STATE have agreed to cooperate in the highway project described below; and

WHEREAS, through the enactment of final legislation, the LPA has committed to pay an estimated amount of money as its share of the total estimated cost and expense of the highway project described below; and

WHEREAS, the fiscal officer of the LPA has filed with the LPA a certificate stating that sufficient moneys are available, as required by Chapter 5521 and Section 5705.41 of the Ohio Revised Code. A duplicate certificate is attached hereto; and

WHEREAS, in accordance with the final legislation, the LPA hereby enters into this contract with the STATE to provide for payment of the agreed portion of the cost of the highway project and any additional obligations for the highway project described below.

NOW, THEREFORE, in consideration of the premises and the performances of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

SECTION I: RECITALS

The foregoing recitals are hereby incorporated as a material part of this contract.

SECTION II: PURPOSE

The purpose of this contract is to set forth requirements associated with the highway project described below (hereinafter referred to as the "PROJECT") and to establish the

responsibilities for the administration of the PROJECT by the LPA and the STATE.

SECTION III: LEGAL REFERENCES

This contract is established pursuant to Chapter 5521 of the Ohio Revised Code.

SECTION IV: SCOPE OF WORK

The work to be performed under this contract shall consist of the following:

The project consists of resurfacing Center Ridge Road (U.S. 20) between the western North Ridgeville corporation limit and approximately 700 feet east of Greenlawn Drive and between McKinley Avenue and the eastern North Ridgeville corporation limit, including pavement repairs, guardrail upgrades, pedestrian facility upgrades, and pavement markings, lying within the City of North Ridgeville.

SECTION V: FINANCIAL PARTICIPATION

1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.
2. The STATE may allocate the money contributed by the LPA in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the LPA.
3. The total cost and expenses for the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the Director of Transportation
4. The LPA agrees to pay to the STATE its share of the total estimated cost expense for the above highway project in the amount of **Seven Hundred Seven Thousand Seventy-Two and 00/100 Dollars, (\$701,072.00).**
5. **The City agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement within the city limits, less the amount of Federal- Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.**
6. The LPA agrees to assume and bear One Hundred Percent (100%) of the cost of any construction items required by the LPA on the entire project, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.

7. The LPA agrees that change orders and extra work contracts required fulfilling the construction contracts shall be processed as needed. The STATE shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

SECTION VI: RIGHT-OF-WAY AND UTILITIES

1. The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.
2. The LPA agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual, including that:
 - A. Arrangements have been or will be made with all utilities where facilities are affected by the described PROJECT, that the utilities have agreed to make all necessary removals and/or relocations to clear any construction called for by the plans of this PROJECT, and that the utilities have agreed to make the necessary removals and/or relocations after notification by the LPA or STATE.
 - B. The LPA shall, at its own expense, make all removals and/or relocations of publicly-owned utilities which do not comply with the reimbursement provisions of the ODOT Utilities Manual. Publicly-owned facilities which do comply with the reimbursement provisions of the ODOT Utilities Manual will be removed and/or relocated at project expense, exclusive of betterments.
 - C. The removals and/or relocation of all utilities shall be done in such a manner as not to interfere with the operation of the contractor constructing the PROJECT and that the utility removals and/or relocations shall be approved by the STATE and performed in accordance with the provisions of the ODOT Construction and Materials Specifications.

SECTION VII: ADDITIONAL PROJECT OBLIGATIONS

1. The STATE shall initiate the competitive bid letting process and award the PROJECT in accordance with ODOT's policies and procedures.
2. The LPA agrees:
 - A. To keep said highway open to traffic at all times;

- B. To maintain the PROJECT in accordance with the provisions of the statutes relating thereto;
- C. To make ample financial and other provisions for such maintenance of the PROJECT after its completion;
- D. To maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the STATE and hold said right-of-way inviolate for public highway purposes;
- E. To place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code;
- F. To regulate parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

SECTION VIII: DISPUTES

In the event that any disputes arise between the STATE and LPA concerning interruption of or performance pursuant to this contract, such disputes shall be resolved solely and finally by the Director of Transportation.

SECTION IX: NOTICE

Notice under this contract shall be directed as follows:

**City of North Ridgeville
7307 Avon Belden Road
North Ridgeville, Ohio 44039**

Ohio Department of Transportation Office of
Contract Sales & Estimating 1980 West Broad
Street, 1st Floor Columbus, Ohio 43223

SECTION X: FEDERAL REQUIREMENTS

1. In carrying out this contract, LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. LPA will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, or age (40 years or older), sexual orientation, or military status (past, present, future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

2. To the extent necessary under Ohio law, LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. LPA will, in all solicitations or advertisements for employees placed by or on behalf of LPA, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, future). If applicable, the LPA shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
3. LPA agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. LPA shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

SECTION XI: GENERAL PROVISIONS

1. This contract constitutes the entire contract between the parties. All prior discussions and understandings between the parties are superseded by this contract.
2. Neither this contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
3. Any change to the provisions of this contract must be made in a written amendment executed by both parties.
4. This contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that the STATE is a party to any litigation arising out of or relating in any way to this contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
5. All financial obligations of the State of Ohio, as provided in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the STATE. Additionally, it is understood that this financial obligation of the LPA shall not be valid and enforceable unless funds are appropriated by the LPA's legislative body.

6. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
7. LPA agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

SECTION XII: SIGNATURES

Any person executing this contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this contract on such principal behalf.

Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature on any other party delivered in such a manner as if such signature were an original.

IN WITNESS THEREOF, the parties hereto have caused this contract to be duly executed in duplicate.

SEAL
(If Applicable)

**OHIO DEPARTMENT
OF TRANSPORTATION**

**LOCAL PUBLIC AGENCY
City of North Ridgeville**

Director of Transportation

Mayor

Approved:
Dave Yost
Attorney General of Ohio

Date

By: _____
Corinna Efke
Unit Coordinator, Transportation
Executive Agencies Section

DATE:	<u>October 3, 2022</u>	1 ST READING:	<u>October 3, 2022</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u>Dispensed</u>
REFERRED BY:	<u></u>	3 RD READING:	<u>Dispensed</u>
TEMPORARY NO:	<u>T 149-2022</u>	ADOPTED:	<u>October 3, 2022</u>
		EMERGENCY:	<u>October 3, 2022</u>
		EFFECTIVE:	<u>October 3, 2022</u>

ORDINANCE NO. 6002-2022

AN ORDINANCE AMENDING ORDINANCE NO. 5977-2022, WHICH AUTHORIZED THE MAYOR TO ADVERTISE FOR BIDS AND ENTER INTO A CONTRACT ACCORDING TO LAW AND IN A MANNER PRESCRIBED BY LAW WITH THE LOWEST AND BEST BIDDER FOR THE CONSTRUCTION, FURNISHING, EQUIPPING, AND OTHERWISE IMPROVING THE NEW POLICE STATION AND REAL ESTATE INTERESTS NECESSARY FOR THE SITE, FROM \$11,650,000.00 TO NOT TO EXCEED \$12,293,300.00, AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 5977-2022 passed by emergency on August 1, 2022, which authorized the Mayor to advertise for bids and enter into a contract, according to law and in a manner prescribed by law, with the lowest and best bidder for the construction, furnishing, equipping and otherwise improving the new police station and real estate interests necessary for the site, not to exceed \$11,650,000.00; and

WHEREAS, the lowest and best bid submitted was for an amount exceeding the approved amount of \$11,650,000.00; and

WHEREAS, the “not to exceed” amount of Ordinance No. 5977-2022 needs to be amended to \$12,293,300.00.

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

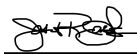
SECTION 1. The “not to exceed” amount of Ordinance No. 5977-2022 is hereby amended from \$11,650,000.00 to \$12,293,300.00 for the construction, furnishing, equipping, and otherwise improving the new police station and real estate interests necessary for the site.

SECTION 2. All other sections, terms, and provisions of Ordinance No. 5977-2022 not specifically modified or affected by this amending Ordinance shall remain in full force and effect.

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 is hereby declared to be an emergency measure, the emergency being in order to start the project for the immediate necessity 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: October 3, 2022



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: October 6, 2022



Kevin Corcoran
MAYOR

DATE:	<u>October 3, 2022</u>	1 ST READING:	<u>October 3, 2022</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u>Dispensed</u>
REFERRED BY:	<u></u>	3 RD READING:	<u>Dispensed</u>
TEMPORARY NO:	<u>T 150-2022</u>	ADOPTED:	<u>October 3, 2022</u>
		EMERGENCY:	<u>October 3, 2022</u>
		EFFECTIVE:	<u>October 3, 2022</u>

ORDINANCE NO. 6003-2022

AN ORDINANCE AUTHORIZING THE TRANSFER OF FUNDS FROM A PORTION OF FINES COLLECTED IN MAYOR’S COURT FOR ILLEGALLY PASSING A STOPPED SCHOOL BUS TO A SEPARATE ACCOUNT FOR THE PURPOSE OF PURCHASING CAMERAS FOR LOCAL SCHOOL BUSES, AND DECLARING AN EMERGENCY.

WHEREAS, North Ridgeville Codified Ordinance Section 432.30 was recently amended to impose a minimum mandatory fine of \$350.00 for illegally passing a school bus (Ord. 5988-2022, passed 8-15-2022); and

WHEREAS, the City intends on diverting any monies received over and above \$250.00 for such an infraction to a new account for the purpose of purchasing cameras and other equipment for local school buses; and

WHEREAS, the equipment will remain the property of the City and will be used to aid in the enforcement of N.R.C.O. Section 432.30.

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

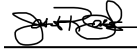
SECTION 1. The Mayor is authorized to divert any monies collected for violations of N.R.C.O. Section 432.30 over and above Two Hundred and Fifty Dollars (\$250.00) to Account No. 101.000.610121 to be used for the purchase of cameras and other equipment for local school buses in an effort to aid in the enforcement of N.R.C.O. Section 432.30.

SECTION 2. 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 3. This Ordinance is hereby declared to be an emergency measure, the emergency being in order to create an account for the funds to be immediately directed to the

appropriate place for the safety and welfare of the children. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: October 3, 2022



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: October 6, 2022



Kevin Corcoran
MAYOR

DATE:	<u>October 3, 2022</u>	1 ST READING:	<u>October 3, 2022</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u>Dispensed</u>
REFERRED BY:	<u></u>	3 RD READING:	<u>Dispensed</u>
TEMPORARY NO:	<u>T 152-2022</u>	ADOPTED:	<u>October 3, 2022</u>
		EFFECTIVE:	<u>November 2, 2022</u>

Introduced on the floor on 10/03/2022

ORDINANCE NO. 6004-2022

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NORTH RIDGEVILLE, OHIO, TO ENTER INTO A CONTRACT WITH THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO.

WHEREAS, the Council and Administration of the City of North Ridgeville, Ohio, have conducted extensive negotiations with the Ohio Council 8 and Local 3442 of the American Federation of State, County and Municipal Employees, 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:

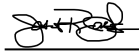
SECTION 1. The Mayor is hereby authorized and directed to enter into an agreement with the American Federation of State, County, and Municipal Employees, AFL-CIO, upon the terms and conditions as substantially (allowing for possible non-substantive grammatical corrections or format adjustments) set forth 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, 2023, through December 31, 2025.


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: October 3, 2022



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST : 

Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: October 6, 2022



Kevin Corcoran
MAYOR

AN AGREEMENT

between

THE CITY OF NORTH RIDGEVILLE, OHIO

and

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, LOCAL 3442**

Effective: January 1, 2023

Expires: December 31, 2025

TABLE OF CONTENTS

ARTICLE 1 - Purpose	4
ARTICLE 2 – Union Recognition.....	4
ARTICLE 3 – Non-Discrimination	4
ARTICLE 4 – Management Rights.....	5
ARTICLE 5 – Union Representation	5
ARTICLE 6 – No Strike/No Lockout	6
ARTICLE 7 – Dues Check-off.....	7
ARTICLE 8 – Bulletin Boards	8
ARTICLE 9 – Probationary Period	9
ARTICLE 10 – Seniority	9
ARTICLE 11 – Promotions and Job Bidding.....	10
ARTICLE 12 – Lay-offs	12
ARTICLE 13 – Recall from Lay-off.....	12
ARTICLE 14 – Hours of Work.....	13
ARTICLE 15 – Overtime-Premium Pay	14
ARTICLE 16 – Equalization of Overtime	15
ARTICLE 17 – Work Related Injury.....	16
ARTICLE 18 – Paid Sick Leave	18
ARTICLE 19 – Leave of Absence	19
ARTICLE 20 – Holidays.....	20
ARTICLE 21 – Vacations	21
ARTICLE 22 – Paid Leave Donation Program.....	22
ARTICLE 23 – Shift Premiums	23
ARTICLE 24 – Call-in Pay	24
ARTICLE 25 – Longevity.....	24
ARTICLE 26 – School Costs Reimbursement.....	25
ARTICLE 27 – Insurance.....	26
ARTICLE 28 – Wages.....	27
ARTICLE 29 – Employer Pension “Pick-Up”	28
ARTICLE 30 – Evaluation.....	29
ARTICLE 31 – New and Changed Jobs	29
ARTICLE 32 – Tools and Equipment	30
ARTICLE 33 – Uniform, Rain Gear and Boot Allowance	30
ARTICLE 34 – Sub-Contracting.....	31
ARTICLE 35 – Safe Work Practices	31

ARTICLE 36 – Work by Supervisors.....	31
ARTICLE 37 – Legality.....	32
ARTICLE 38 – Labor Management Committee.....	32
ARTICLE 39 – Disciplinary Procedure.....	32
ARTICLE 40 – Grievance/Mediation Procedure.....	35
ARTICLE 41 – Arbitration Procedure.....	37
ARTICLE 42 – Substance Testing and Assistance.....	37
ARTICLE 43 – Negotiations.....	39
ARTICLE 44 – Obligation to Negotiate.....	41
ARTICLE 45 – Total Agreement.....	41
ARTICLE 46 – Duration.....	41
ARTICLE 47 – Execution.....	42
APPENDIX A – Bargaining Unit Recognition.....	43
APPENDIX B – Pay Rates.....	46
APPENDIX C – Disciplinary Forms.....	54
APPENDIX D – Employee Rights.....	57
APPENDIX E– Paid Leave Transfer Forms.....	58
APPENDIX F – Medical Mutual Health Insurance Coverage.....	60

ARTICLE I
PURPOSE

- 1.01 This Agreement is made between the City of North Ridgeville hereinafter referred to as the “Employer,” and Ohio Council 8 and Local No. 3442 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the “Union.”
- 1.02 The male pronoun or adjective used herein refers to the female also unless otherwise indicated. The term “employee” or “employees” where used herein refers to all employees in the bargaining unit. The purpose of the Agreement is to provide a fair and responsible method of enabling the employees covered by this Agreement to participate through Union representation in the establishment of terms and conditions of their employment, including rates of pay, wages, hours, and working conditions and to establish a peaceful procedure for the resolution of all differences between the parties.

ARTICLE 2
UNION RECOGNITION

- 2.01 The Union is recognized as the sole and exclusive representative for the duration of the Agreement for all employees in the bargaining unit, for the purpose of establishing wages, hours, and other terms and conditions of employment for all employees occupying the positions listed on Appendix A, attached hereto.
- 2.02 In connection with any attempt by the Union to organize the Employer’s non-union employees, the Employer and the Union mutually recognize that Ohio law guarantees workers the right to form, join, or select any labor organization to act as the workers’ exclusive bargaining representative for the purpose of collective bargaining with the Employer, or to refrain from such activity.
- 2.03 If the Union provides written notice to the Employer of its intent to organize the Employer’s unorganized non-exempt employees, the Employer will not interfere with or deny the Union access to premises during the unorganized non-exempt employees’ duty free time.

ARTICLE 3
NON-DISCRIMINATION

- 3.01 The Employer and the Union agree that there shall be no discrimination against any employee on account of race, color, religion, national origin, age, sex, or disability.
- 3.02 The Employer recognizes the rights of all employees and all applicants for employment to be free to join the Union and to participate in lawful concerted Union activities. Therefore, the Employer agrees that there shall be no discrimination, interference, restraint, coercion, or reprisal by the Employer against any employee or any applicant for employment because of Union membership or because of any lawful activity in an official capacity on behalf of the Union.
- 3.03 All employees of the Employer within the bargaining unit shall receive equal treatment and share in any and all benefits as provided herein. Nothing in this Agreement prohibits differential treatment among bargaining unit members if it is specifically set forth in this Agreement.

ARTICLE 4
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: (a) hire, discharge, transfer, suspend, and discipline employees for just cause; (b) determine the number of persons required to be employed or laid off; (c) determine the qualifications of employees; (d) determine the starting and quitting time and the number of hours worked by its employees; (e) make any and all reasonable rules and regulations; (f) determine the work assignments of its employees; (g) determine the basis for selection, retention, and promotion of employees to or for positions not within the bargaining unit established by this Agreement; (h) determine the type of equipment used and the sequence of work processes; (i) determine the making of technological alterations by revising either process or equipment or both; (j) determine work standards and the quality and quantity of work to be produced; (k) select and locate buildings and other facilities; (l) establish, expand, transfer and/or consolidate work processes and facilities; (m) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes, or work with or to any other municipality or entity or effect or change in any respect to legal status, management, or responsibility of such property, facilities, processes of work; and (n) terminate or eliminate all or any part of its work or facilities.
- 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 5
UNION REPRESENTATION

- 5.01 The Union shall furnish the Employer with a written list of the Stewards and their alternate indicating which area each is assigned, and shall promptly notify the Employer in writing of any changes.
- 5.02 Employees selected by the Union to act as Union representatives for the purpose of processing and investigating grievances under the Grievance Procedure shall be known as "Stewards." Each Steward shall have an alternate who shall act as the Steward when the Steward is absent from work. The Employer will recognize one (1) Steward in each of the following areas:
- Area 1. Service Area, Grounds & Maintenance;
Area 2. French Creek Waste Water Treatment Plant;
Area 3. City Hall, Senior Center, Parks & Recreation.
- 5.03 No one shall be permitted to function as a Union representative until the Union has presented the Employer with written certification of that person's selection.
- 5.04 The Stewards shall represent all bargaining unit employees in their area and will be allowed up to one-half (½) hour at the end of the work shift to investigate, and process grievances without loss of pay, provided the Steward and/or Local President receives written authorization from his supervisor, such authorization shall not be unreasonably denied.

- 5.05 To secure pay for time off afforded by the Employer during their regularly scheduled working hours under this Article, the above mentioned Stewards may be required to use the authorization forms which will be provided by the Employer for the accounting of such time.
- 5.06 Grievance hearings or other necessary meetings between the Employer and the Union will be scheduled by mutual agreement of both parties. If such hearings or meetings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearings or meetings. Employees shall be considered on duty and required to respond to emergencies during such hearings or meetings.
- 5.07 The use of Employers equipment, machines and property to aid in any manner the activities of the Union is prohibited unless specifically authorized by the Agreement or approved in advance by the Safety-Service Director. These include, but are not limited to use of typewriter, copy machine, duplicating machine, computer, Xerox machine, printer, use of Employer paper and the use of Employer vehicles.
- 5.08 The official personnel file will be located in an office designated by the Safety-Service Director. Employees may inspect their personnel file during non-working hours upon giving the Employer reasonable advance notice and an Employer representative being present.
- 5.09 At the Union request, the Employer agrees to provide the Union President, Vice-President, Secretary-Treasurer, Recording Secretary, and a maximum of three Union Stewards with super seniority for the purposes of layoff or reduction in force during the terms of their respective offices.

ARTICLE 6
NO STRIKE/NO LOCKOUT

- 6.01 Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for the uninterrupted services essential to the public health, safety and welfare of the citizens of the City of North Ridgeville.
- (A) The Union agrees that neither it, its officers, agents, representatives or members will authorize, instigate, cause, aid, condone, or participate in any other strike, work stoppage, sick out, walkout, slowdown, or any other interruption of operations or services of the Employer by its members. When the Employer notifies the Union by certified mail that any of its members are engaged in any such activity, as outlined as above, the Union shall immediately, conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and shall encourage all employees to immediately return to work. Any employee failing to return to work after notification by the Union as provided herein, or who participates or promotes such interruption of operations or services as previously outlined may be discharged or have other disciplinary action taken.
- (B) The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively will authorize, instigate, cause, aid or condone any lock out of members of the Union, unless those shall have violated Section A., above.
- 6.02 Nothing herein shall restrict any statutory rights of the Employer or Union to act in regard to an illegal strike by its employees.

ARTICLE 7
DUES CHECK-OFF/UNION SECURITY

- 7.01 The Employer agrees to deduct regular Union membership dues per month from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Auditor by the Secretary-Treasurer of the Union. Upon receipt of the proper authorization, the Employer will deduct Union dues with the next payroll period in which the Employer received the authorization. Payroll deduction authorization shall be on the regular form provided by the Union-
- 7.02 It is specifically agreed that Employer assumes no obligation, financial or otherwise arising out of the provision of this Article and the Union hereby agrees that it will indemnify and hold harmless from any claims, actions or proceedings by an employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.
- 7.03 Union Membership Revocation/Maintenance of Membership: Employees who are members of the Union may revoke their union membership at any time by sending written notice to the Union of their desire to drop their Union membership. Revocation of Union membership does not revoke union dues authorization, which may only be revoked as set forth below.
- Any voluntary dues checkoff authorization shall be irrevocable, regardless of whether an employee has revoked union membership, for a period of one year from the date of the execution of the dues checkoff authorization and for year to year thereof, unless the employee gives the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty five (25) days before the end of any yearly period. Copies of employees' dues checkoff authorization cards are available from the Union upon request.
- 7.04 The Employer shall not be obligated to make dues deductions of any kind from any employees who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.
- 7.05 It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer, in writing, within ten (10) days after the date such error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that Union dues will normally be deducted by deducting the proper amount. Payroll collection of dues shall be authorized for the exclusive bargaining agents only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.
- 7.06 Two (2) weeks advance notice must be given by the Union to the City Auditor prior to making any changes in the amount of an individual's dues deduction. The Employer agrees to transmit Ohio Council 8 a warrant in the aggregate amount of the dues deduction within ten (10) days after such deductions are to be made.

All deductions under Article 7, together with an alphabetical list of names and addresses of all employees whose dues have been deducted, as well as a list of employees who have not signed an authorization card, shall be transmitted in duplicate to the Union no later than the tenth (10th) day following the end of the pay period in which the deduction is made, and, upon receipt, the Union

shall assume full responsibility for the disposition of all funds deducted. The Employer shall furnish the name, address, social security number, and phone number, of all newly hired employees to AFSCME, Ohio Council 8 within thirty (30) days of their employment.

- 7.07 The Employer will deduct voluntary contributions to the AFSCME International Union's Public Employee's Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of employees covered by this contract upon receipt from the Union of an individual written authorization card voluntarily executed by employee.

The contribution amount shall be designated on the PEOPLE authorization card. The employee shall provide the Employer with thirty (30) days advance notification of any change in the contribution amount.

The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within ten (10) days of the date they are deducted. Payment shall be made to the Treasurer of AFSCME PEOPLE and transmitted to AFSCME, P.O. Box 65334, Washington D.C. 20035. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction. The list must be separate from the list of employees who had Union dues deducted and the list of employees who had fair share fees deducted.

An employee shall have the right to revoke such PEOPLE authorization by giving written notice to the Employer and the Union at any time and the authorization card shall state clearly on its face the right of an employee to revoke.

The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization at upon termination of employment, layoff, unpaid leave, insufficient wages, or transfer to a job classification outside the bargaining unit.

All AFSCME PEOPLE contributions shall be made as a deduction separate from the dues deductions. The Employer assumes no obligation of any kind arising out of its deduction of voluntary contributions pursuant to this Article. The Union and the employee shall indemnify and save the Employer harmless from any claim, action, or proceeding brought by any person or entity against it as a result of its deduction of voluntary AFSCME PEOPLE contributions pursuant to this Article. Once such contributions are remitted to the Union, their disposition thereafter shall be the sole obligation and responsibility of the Union.

ARTICLE 8 **BULLETIN BOARDS**

- 8.01 The Employer shall provide the Union with bulletin boards in each area listed in 5.02.
- 8.02 All Union notices, which appear on the bulletin boards, shall bear the written approval of the Union President and shall relate to items or interest to the members. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:
- (A) Union recreational and social affairs;
 - (B) Notice of Union meetings;
 - (C) Union appointments;
 - (D) Notice of Union elections;

- (E) Results of Union elections;
- (F) Reports of non-political standing committees and independent non-political standing committees and independent non-political arms of the Union; and
- (G) Publications, rulings or policies of the Union.

All other notices of any kind not covered in (a) through (g) above, must receive prior approval of the Employer or his designated representative. It is also understood that no material may be posted on the Union bulletin board at any time which contains the following:

- (A) Personal attacks upon any other member or any other employee;
- (B) Scandalous, scurrilous or derogatory attacks upon the Administration, or County Officials;
- (C) Attacks on any other employee organization; and
- (D) Attacks on and or favorable comments regarding a candidate for public or Union office, or for office in another employee organization.

- 8.03 The Employer agrees to maintain Union bulletin boards when damaged or wear is caused by normal wear and tear.
- 8.04 The Employer shall allow a mailbox for Union purposes to be located in each area, which shall be maintained and replaced by the Union.

ARTICLE 9 **PROBATIONARY PERIOD**

- 9.01 All newly hired employees, **other than those indicated in section 9.02**, will be required to serve a probationary period of one hundred twenty (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 through the Disciplinary, Grievance or Arbitration Procedures herein contained or 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.
- 9.02 **All newly hired non-clerical employees at the Service Department and French Creek Wastewater Treatment Plant will be required to serve a probationary period of one year. During said period, the Employer shall have the right to discipline or discharge such employees and any such action shall not be appealable through the Disciplinary, Grievance or Arbitration Procedures herein contained or to any Civil Service Commission. During their probationary period said employees shall be entitled to the Holiday benefits set forth in Article 20.**
- 9.03 It is the intention of the parties that, pursuant to ORC 4117.10(A), the North Ridgeville Civil Service Commission shall not have the authority to exercise jurisdiction in any matter over the members of the bargaining unit
- 9.04 If a new employee is discharged or quits while on probation, and is later rehired, he shall be considered a new employee.

ARTICLE 10
SENIORITY

- 10.01 Only regular full-time employees of the Employer shall have seniority. Students and summer employees shall have no seniority rights. Regular part-time employees shall only have seniority as it relates to other part-time employees.
- 10.02 For regular full-time employees, seniority shall mean an employee's uninterrupted length of continuous service with the Employer measured from his last hiring date as a regular full-time employee, along with continuous full-time employment with the State at the French Creek Treatment Plant immediately prior to its acquisition by the Employer. For regular part-time employees, seniority shall mean an employee's uninterrupted length of continuous service as a regular part-time employee with the Employer. Employees who go from regular part-time to full-time employment with the Employer without interruption of service will have their part-time service pro-rated to determine their seniority for vacation and longevity eligibility only. An employee shall have no seniority for the probationary period provided in paragraph 9.01, but upon completion of the probationary period, seniority shall be retroactive to the date of hire.
- 10.03 Continuous service and seniority shall be broken when an employee:
- (A) Quits or resigns;
 - (B) Is discharged for just cause;
 - (C) Is laid off for a period equal to the amount of seniority held at the time the lay-off begins, or thirty (30) consecutive months, whichever is less;
 - (D) Fails to report to work within ten (10) calendar days when recalled from lay off by certified mail addressed to the employee's last known address as shown in the Employer's records, unless the employee is unable to work due to medically proven disability;
 - (E) Is absent without report for three (3) consecutive work days, unless the employee has a reasonable excuse for failing to report. Disciplinary action may be taken.
- 10.04 The Employer shall advise the Union in writing of additions to or deletions from the seniority list upon request. A copy of the list of additions and/or deletions will be sent to the Local Union President and the Local Union Treasurer.

ARTICLE 11
PROMOTIONS AND JOB BIDDING

- 11.01 The Employer will determine when a vacancy exists or a new position is to be created and/or whether the vacancy or new position is to be filled.
- 11.02 Vacancies and/or newly created positions within the bargaining unit shall be posted on the bulletin board in each area for a period of five (5) working days. The posting shall include the following:
- (A) Position job title;
 - (B) The area to which the job is assigned;
 - (C) Scheduled shift;
 - (D) The current rate of pay;
 - (E) The current duties of the job;
 - (F) Minimum qualifications for the job;
 - (G) Beginning and ending dates of the posting period.

- 11.03 The Employer shall provide the Union a copy of each new vacancy posting as they occur.
- 11.04 Employees shall place their application (bid) for the position in writing to the Safety-Service Director on a form provided by the Employer. The Employer shall not be required to consider applications filed after the required posting period.
- Additionally, the Employer will accept applications from bargaining unit employees for lateral and downward transfers, both within and out of their present area, when applications for job bids have been posted. The employee must meet the minimum qualifications for the position sought. If the employee is within the area and meets the minimum qualifications for a downward transfer, he will be awarded that position in preference to other bidders from outside the area and to other bidders with less seniority within the area. Downward transferees shall receive the rate of pay of the position requested.
- 11.05 Timely filed applications will be reviewed by the Employer; only those applications, which meet the minimum qualifications for the job, will be considered. The Employer will then consider experience, skill, ability, past performance (if applicable), disciplinary record in the past one year and seniority of each applicant. If two (2) or more employees are equal, seniority, as defined in Section 6, shall govern.
- 11.06 Employees currently assigned to the Department in which the job vacancy occurs shall be given first consideration for filling the vacancy. Department seniority shall take precedence over Employer wide seniority.
- 11.07 If the Employer fills the position, the successful bidder under paragraphs 11.05 and 11.06 shall be awarded the vacant position, within thirty (30) working days after the ending date of the posting period. An employee awarded a job under this Article will be required to satisfactorily complete a promotional probationary period of ninety (90) calendar days. He will be considered to have satisfactorily completed his promotional probationary period, if at the end of the ninety (90), calendar days the Employer feels he can perform the required duties with no more supervision than is required by other qualified employees on the same or similar jobs, and when his record as to quality of work meets the standard applicable to the job. If an employee fails to successfully complete the promotional probationary period, the position shall be considered open and shall be awarded to the next eligible member of the bargaining unit who had bid for the position. An employee who fails to qualify under this Section shall be returned to his former classification.
- 11.08 No employee shall be eligible for promotion under these provisions who has not satisfactorily completed the required probationary period or is a party to a pending last chance agreement.
- 11.09 The term promotion, for the purpose of this Agreement, shall mean the act of placing an individual in a classification within the bargaining unit which carries a higher salary range than that previously held. The Employer agrees that any employee who is promoted to a higher classification shall be placed in the non-probationary pay step of the new classification closest to the employee's present pay that gives the employee a pay increase.
- 11.10 In the event that there are no successful bids in any of the areas in the bargaining unit, the Employer is then free to fill the opening through any other procedure. No outside hire may be hired in at a classification rate above any current bargain unit member in that classification.
- 11.11 All Sections and Sub-Sections in this Article shall, during periods of lay off, be applied in accordance with the provisions of the lay off and recall procedures.

ARTICLE 12
LAY-OFFS

- 12.01 Whenever it is necessary for the Employer to reduce its forces, the employees within the bargaining unit to be reduced will be laid off in the following order:
- (A) Students, seasonal or temporary employees;
 - (B) Employees within the classification affected who have not completed their probationary period;
 - (C) Regular part-time employees within the classification affected who have completed their probationary period;
 - (D) Regular full-time employees within the classification affected who have completed their probationary period;
 - (E) In the application of the foregoing, employees will be retained by reason of their seniority only if they are able to perform the available work.
- 12.02 Whenever practicable, a regular full-time employee shall be given a minimum of two (2) weeks advance notice of a lay off.
- 12.03 In the event an employee is laid off, he shall receive payment for any earned but unused vacation as quickly as practicable, but no later than fourteen (14) calendar days after the lay off.
- 12.04 Employees shall be laid off on the basis of their seniority within their classification. When the seniority or service of two (2) or more employees is equal, employees shall be laid off at the Employer's discretion, with the most qualified employee to be retained. In the event an employee cannot hold his present classification, he shall have the right to "bump" an employee with lesser seniority in an equal or lower rated classification within the bargaining unit, provided the employee has the ability to do the work of the classification.

ARTICLE 13
RECALL FROM LAY-OFF

- 13.01 All employees shall be recalled to their classification in reverse order of their lay off. An employee on lay off will be given ten (10) days' notice of recall from the date on which the Employer sends the recall notice to the employee by certified mail (to his last known address as shown on the Employer's records). This period may be extended at the Employer's discretion.

ARTICLE 14
HOURS OF WORK

- 14.01. (a) The normal work hours for regular full-time employees of the Service and Grounds/Maintenance area shall be forty (40) hours of work in five (5) consecutive days of eight (8) consecutive hours each day, during the period starting 12:01 a.m. Sunday to 12:00 p.m. midnight Saturday. The day shift hours for the Service Garage to be: 7:00 a.m. to 3:00 p.m., (paid 1/2 hour lunch) Monday through Friday. Day shift for Service Garage may start as early as 6:00 a.m. if necessary due to the nature of the assignment, with twenty-four (24) hours notice, and as approved by the immediate supervisor with consent of the Safety-Service Director.

(b) A City Hall employee may be scheduled by the City to start his/her shift as early as 7:00 a.m. or end as late as 5:00 p.m. (paid ½ hour lunch) or later if necessary due to the nature of the assignment, and as approved by the immediate supervisor with consent of the Safety-Service Director.

(c) The hours of operation of the French Creek Waste Water Treatment Plant are twenty-four (24) hours and full-time employees may be scheduled on four (4) ten (10) hour days per week, starting at 6:01 a.m. Sunday through the following Sunday at 6:00 a.m. The shift hours for French Creek to be: Day shift: 6:00 a.m. to 4:00 p.m. (paid ½ hour lunch) Afternoon Shift: 4:00 p.m. to 2:00 a.m. (paid 1/2 hour lunch) (d) The Employer reserves the right to establish and maintain three (3) separate and specific shifts.

14.02 All full time employees scheduled to work forty (40) hours per week shall be entitled a thirty (30) minute paid lunch. If an employee does not complete the scheduled shift, he/she shall use leave time to complete the shift. Full time employees must actually work 8 or 10 hours depending on schedule to be eligible for paid lunch. Department heads shall be responsible for scheduling lunch periods based on operational need. Employer reserves the right to interrupt any paid lunch period for operational needs.

14.03 (a) There shall be two (2) fifteen (15) minute non-cumulative rest periods for each eight (8) hour shift. These rest periods will be scheduled two (2) hours preceding and two (2) hours after the lunch period of an eight (8) hour shift, when practicable, but may not be scheduled immediately before or after the meal period or at the start of any shift. Rest periods are to be observed under sanitary conditions.

(b) There shall be three (3) fifteen (15) minute non-cumulative rest periods for each ten (10) hour shift. These rest periods will be scheduled when practicable, but may not be scheduled immediately before or after the meal period or at the start of any shift. Rest periods are to be observed under sanitary conditions.

14.04 Full time employees who work at least an eight-hour overtime assignment shall be entitled to a lunch period and rest Periods as provided in Sections **14.02 and 14.03** above.

14.05 At the French Creek Waste Water Treatment Plant, two (2) employees will be scheduled to work any shift that is regularly manned by those working within the plant's normal daily operations. Management will only be used in instances where there is one licensed operator available and the effort to call in another operator has been exhausted. Office personnel can be used as a last resort.

14.06 During the period of the snow season, the employees responsible for snow and ice work will be divided into two (2) crews and will alternate every two (2) weeks for responsibility for overtime from 3:00 p.m. to 11:00 p.m. and 11:00 p.m. to 7:00 a.m. for snow and ice work. On holidays and weekends, one (1) crew will be responsible for overtime from 11:00 a.m. to 11:00 p.m. and the other from 11:00 p.m. to 11:00 a.m. Overtime will be equalized within each crew during this period.

ARTICLE 15 **OVERTIME-PREMIUM PAY**

15.01 Overtime will be paid for all time actually worked in excess of eight (8) hours in one (1) day or for all time actually worked in excess of ten (10) 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 will be used towards 40 hours work week but not for purposes of overtime calculation in an 8 or 10 day.

- (a) Call in pay outside normal scheduled shift is considered overtime as defined in section 24.01.
- (b) Employees of the Parks and Recreation Department will be provided a minimum of one (1) hour of overtime when scheduled to work on a weekend day when the overtime event is cancelled due to weather.
- (c) Employees who are required to work, or volunteer to work with supervisor approval for Special Assignments including, but not limited to parades and touch-a-truck, will receive overtime for hours worked.

- 15.02 Full-time employees may, at their option, elect to accumulate up to a maximum of two hundred forty (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 two hundred forty (240) hours must be paid.

Employees may be paid any of the hours in the overtime bank up to the maximum; at their discretion, upon timely written notification to the City Auditor. Payment will be paid in the next pay period following the notification.

ARTICLE 16 **EQUALIZATION OF OVERTIME**

- 16.01 The Employer shall be the sole judge of the necessity of overtime. When overtime is required, an employee shall have the right to refuse an overtime assignment except for emergencies. For the purpose of this Section, an emergency is defined as an impairment to Employer services or operations which cannot be delayed until the beginning of the next regular work day. When it is necessary to call in an employee to work overtime, the selection of such employee shall be made by the Department Head.
- 16.02 For the Service Department, the Employer shall equalize overtime among employees within each area on a continuous basis, within each classification on a seniority first basis. Seniority lists will be re-set each time crews are established or end. If an employee does not answer an overtime call in violation of this Provision, he shall be placed at the bottom of the overtime list. Employees who are offered overtime and for any reason are unavailable, refuse or fail to work the overtime, shall be credited with the maximum hours of the specific call-out missed as if they had worked the overtime for the purpose of this Section. For purposes of call outs, if an employee cannot be reached with one (1) phone call he/she shall be charged with the maximum hours worked as if he/she had worked that specific call-out. If failure to work is because of extenuating circumstances which are subsequently presented by the employee and approved by the Safety-Service Director then the employee shall not be charged with hours as if he had worked the overtime. Failure to provide the Employer with a telephone number where the employee can be reached will relieve the Employer from its obligation under this Article.

Employee shall provide his/her supervisor with working contact information. An employee shall inform supervisor beforehand if he/she will be unavailable for overtime. If employee does not

previously inform their supervisor and does not answer and/or appear for overtime call (absent exceptional circumstances approved of by supervisor), the employee is subject to progressive discipline: verbal (first violation), written (2nd violation), and discipline and moved to bottom of equalization list (third or more violations). This Paragraph only applies to snow events.

- 16.03 For French Creek, the Employer shall equalize overtime among employees within the area. The employees who are offered overtime and for any reason are unavailable, refuse or fail to work the overtime, shall be credited as if they had worked the overtime for the purpose of this Section. Failure to provide the employer with a telephone number where the employee can be reached will relieve the Employer from its obligation under this Article. For purposes of call outs, if an employee cannot be reached with one (1) phone call he/she shall be charged with the maximum hours worked as if he/she had worked that specific call-out. If failure to work is because of extenuating circumstances which are subsequently presented by the employee and approved by the Safety-Service Director then the employee shall not be charged with hours as if he had worked the overtime. Failure to provide the Employer with a telephone number where the employee can be reached will relieve the Employer from its obligation under this Article.
- 16.04 A record of all overtime hours worked by each employee shall be recorded on a list by the Employer and the overtime lists shall be posted on the Employer bulletin boards in each area and maintained on a continuous basis. A daily record will be made of overtime worked. The first time during the calendar year there is an error in the assignment of overtime to an employee, it will be corrected by assigning the employee the next overtime callout. The second time during the calendar year there is an error in the assignment of overtime to an employee, it will be corrected by assigning the employee the next overtime callout and he/she will be paid an amount equal to the correct overtime rate plus one-half (½) time. Any subsequent error or errors in the same calendar year will be corrected by paying the affected employee an amount equal to the wages he/she would have received had he/she been given the assignment. The Union President shall report any error in the overtime assignment to the Safety-Service Director within five (5) workdays.
- 16.05 For equalization of overtime, new employees and employees with extended illness of thirty (30) days or more, shall be charged an average of the overtime other employees have within the same classification. The overtime total within classification shall not vary more than ten (10) hours between employees.

ARTICLE 17

WORK RELATED INJURY

17.01 Reporting an Injury.

A. Any work-related injury that requires medical help beyond simple self-treating first-aid is an injury that should be immediately reported to the employer and filed with the Bureau of Workers Compensation. Work related injury leave banks are only for valid Workers' Compensation Claims. Any other work related or non-work related injury is covered by regular sick leave time only.

B. More specifically, in the event of such an occupational injury, incurred as a direct result of performing an assigned duty or function within the scope of the employee's job duties and authority, said employee will be eligible for work-related injury leave and to open a Workers Compensation claim. The City reserves the right, at its own cost, to require the employee to see a physician of its choice before injury leave is granted, or before the employee

returns to work, or at any time the City feels it is warranted during work-related injury leave.

C. Work injury leave of 120 consecutive work days is available when timely reported by the employee, verified by the department head, and supported by a competent physician. Any request for additional leave beyond 120 days will be evaluated on a case-by-case basis taking into account all the facts and circumstances known at the time and must be approved in writing by the Mayor.

D. An employee must immediately notify the department head/supervisor when an incident or accident occurs and seek immediate medical attention. The employee must immediately supply to the department head, assistant law director, or workers compensation designee any excuses, notes, and work-related restrictions issued by the treating doctor or other treatment services.

E. An employee must obtain and complete an injury reporting packet to be forwarded to the Department Head and the Assistant Law Director or any other Workers Compensation designee within twenty-four (24) hours of the incident or accident. When an employee is hospitalized or otherwise unable to complete the report, the department head/supervisor shall initiate the injury reporting packet forms.

F. An injury reporting packet contains the Employee's Report of Incident and Injury, along with forms for supervisors and witnesses. It also contains the FROI-first report of injury- which is most often completed by the employee but submitted to the Bureau of Workers Compensation by the medical provider. An employee must make sure both sets of forms are promptly and properly completed and submitted.

G. An employee may return to full duty upon authorization of return to full duty without restrictions, by the employee's attending physician or by a physician of the City's choice. "Authorization" refers to and must include the physician's review of the employee's position description and a certification that the employee is fit to perform the essential duties described therein without restrictions.

17.02 Work- Related Injury Leave Bank

A. When a work-related injury claim is filed by the submission of a First Report of Injury (FROI) to the Bureau of Workers Compensation (BWC), a potential leave bank of 120 days may be created upon which to draw if the employee is off work for the reported injury, in lieu of using regular sick leave days. Should the BWC deny the claim for any reason, either immediately or subsequently, the days will be converted to regular sick leave days. The department head shall inform the Auditor when their employee is absent due to a work-related injury/BWC claim.

B. Injury leave banks are not cumulative. Once an employee is authorized to returned to work without restrictions by a competent health care provider, the leave bank for that particular claim is extinguished. Any medical visits related to the incident after the return to work without restrictions is considered regular sick leave. Notice of return to work without restrictions shall be forwarded to the Auditor as soon as it is received by the department head, the workers compensation designee, or the assistant law director.

C. Should the work-related leave be extended beyond 120 days for any reason, the Auditor's department must also be informed and provided written authorization.

17.03 Wage Continuation

A. Wage continuation is the continued payment of the employee's regular pay and benefits by the employer during any time the employee is off work due to a work-related injury. With wage continuation the employee experiences no lapse in income. If offered by the City, the employee must accept wage (or salary) continuation instead of payment of compensation by the BWC.

B. In cases in which the employee is off work for up to eight (8) or more consecutive work plus non-work days, and receives wage continuation for that period, the employee will be required to complete the Bureau of Workers Compensation "Salary Continuation Agreement" (Form C-55) for submission to the BWC by the employer. The C-55 form must be renewed in no less than every 45 days.

17.04 Transitional Work/Light Duty

A. Transitional work, also referred to as "light duty" is a return to work under physician-approved work restrictions. The employee receives regular pay and benefits (not wage continuation), but may be scheduled to do different work in a different department than when the employee was not under any work restrictions.

B. Transitional work assignments must be medically suitable and the employee must be capable of performing the work without violating any medical restrictions. The medical restrictions may be determined by either or both the employee's physician or the employer's physician. A physician's report or the BWC form MEDCO-14 may delineate the restrictions.

C. An employee on transitional work duty must also complete and return to the assistant law director or workers compensation designee the BWC- required form TWB-2 which is a transitional work agreement.

D. Transitional work assignments are temporary. The availability of such assignments is solely determined by the City in consideration of operational and staffing needs as well as the capability of the affected employee. The City shall not be required to create work and the availability at one time shall not mean the work will always be available.

17.05 Forfeiture of Benefits

A. An employee may forfeit the employee's right to work-related injurytime, wage continuation, and/or transitional work if the employee:

1. engages in work with any other entity, whether part-time or full-time, while receiving work-related injury payments;
2. terminates employment or is terminated by the City for any reason;
3. fails to act in a manner which is conducive to being off work convalescing from a job-related injury;
4. refuses to perform transitional work within medical restrictions when offered by the City;

5. refuses to return to regular duty after being released by the treating physician or a physician selected by the City.

B. If the employee still has a valid BWC claim, which had not denied by them for any of these reasons, the employee can just switch over to BWC claim payment.

ARTICLE 18
PAID SICK LEAVE

- 18.01 Sick Leave shall be defined as an absence with pay necessitated by:
- (A) Illness or injury to the employee;
 - (B) Disabilities due to pregnancy or delivery of child, and for bonding with a new born child of the employee for a period not to exceed two (2) weeks from the date of the child's birth;
 - (C) Exposure by the employee to contagious disease or communicable to other employees;
 - (D) Illness, injury or death in the employee's immediate family.
- 18.02 All full time employees shall earn sick leave at the rate of four and six-tenths (4.6) hours of every eighty (80) hours worked or paid for and shall accumulate such sick leave for future use to an unlimited amount. All permanent part-time employees shall receive a pro- rated amount of sick leave under this provision.
- 18.03 An employee who is to be absent on sick leave shall notify his supervisor of such absence and the reason therefore at least one-half (½) hour after the start of his work shift each day he is absent, except in unusual circumstances.
- 18.04 Before an absence may be charged against accumulated sick leave, the Department Head may require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician, paid for by the Employer, designated by the Safety-Service Director. In any event, an employee absent on sick leave must supply a written and signed statement attesting to his illness to be eligible for payment of sick leave. An absence in excess of three (3) working days or accumulated absences of five (5) or more days in a rolling sixty (60) day period shall require a doctor's certificate at the employee's expense or approval by the Safety-Service Director.
- 18.05 If the employee fails to submit proof of illness, injury, or death upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Safety-Service Director finds that there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may be considered unauthorized leave and shall be without pay.
- 18.06 An abuse or patterned use of sick leave may be cause for disciplinary action.
- 18.07 The Safety-Service Director or his designee may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated by the Employer (at the Employer's expense) to establish that he is not disabled from the performances of his normal duties and that his return to duty will not jeopardize the health and safety of other employees. Should there be a difference of opinion between the

employee's physician and the Employer's physician the employee shall be sent to the Cleveland Clinic whose opinion shall be controlling, with the costs shared equally by the employee and the Employer.

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

18.09 Upon the occurrence of any of the following events, an employee who has not less than fifteen (15) 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 the time of the occurrence of an above listed event multiplied by ninety (90%) percent of the total number of accumulated but unused hours earned by the employee as certified by the Auditor, provided that such resulting number of hours to be paid shall not exceed one thousand (1000) hours of pay. If the qualifying employee is deceased, the payment shall be made pursuant to federal and/or state guidelines. If after being terminated, an otherwise eligible employee resigns during the disciplinary process pursuant to Article 39.04, sick time cash out shall not exceed five hundred (500) hours.

18.10 All other employees who resign and/or voluntarily leave employment can, with proper authorization, have their accumulated sick time transferred to an accepting governmental entity in keeping with Ohio Revised Code 124.38.

ARTICLE 19 **LEAVES OF ABSENCE**

19.01 An employee shall be granted a leave of absence of forty (40) hours with pay in the event of the death of his spouse, mother, father, step-child, 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 forty (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 Safety-Service Director or designee to add time to a funeral leave, which time shall be deducted from his/her accumulated sick leave.

19.02 An employee shall be granted a leave of absence for military duty in accordance with State and Federal law. He shall be returned at the expiration of the leave of absence to employment in accordance with State and Federal law.

19.03 An employee who has completed his probationary period shall be granted a leave of absence for a period not to exceed one hundred eighty (180) days because of personal illness or injury or on account of pregnancy upon the request of the employee and supported by medical evidence. The

length of the leave, which shall be granted, is to be based upon the supporting medical evidence. Such leave shall be without pay or benefits except that health insurance shall be provided during leaves of one hundred eighty (180) days or less. Any leave granted under this Section may be extended at the discretion of the Safety-Service Director.

- 19.04 An employee called for jury duty, or subpoenaed as a witness in a case other than one involving the individual employee, or called as a witness on behalf of the Employer shall be granted a leave of absence for the period of the jury service or witness service, where a subpoena has been issued for work absences necessarily caused by the jury duty or witness duty. In the event the employee is released from jury or witness duty before 11:00 a.m. of a regular day shift, the employee is to report back to work for the remainder of the day. The employee would be paid as if he or she worked. The employee will then turn into the Employer any monies paid to him or her by the court.
- 19.05 An unpaid leave of absence may be granted to employees with at least one (1) year of continuous service with the Employer and at least one (1) complete year of formal education, for continuing educational purposes. Such leaves may be granted solely at the discretion of the Employer. Refusal by the Employer shall be considered non-grievable. The length of such unpaid leave, if granted, shall be determined by the Employer and based upon its needs at the time of the request.

ARTICLE 20 **HOLIDAYS**

- 20.01 All employees covered under this agreement shall receive a holiday benefit for the following holidays:

New Year's 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	

The holiday benefit shall be an employee's full days paid based upon their scheduled shift.

- 20.02 Any employee who works on any of the above designated holidays will receive the holiday benefit plus double his/her regular rate for hours actually worked. **Employees scheduled to work the actual day of the holiday and/or the week-day date on which the same holiday is recognized by the Federal government shall receive double his/her regular rate of pay for hours actually worked.** Any employee of French Creek who works New Years Day, Thanksgiving Day, and/or Christmas will receive an additional five (5) hours pay at the regular rate if he works the full shift. If employee does not work the full shift, he is not eligible for the additional five (5) hours pay.
- 20.03 In order to be eligible for any of the paid holidays, the employee must actually work **their** last full scheduled work 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.
- 20.04 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 scheduled to work the actual day of the holiday and the week-day date on which that same holiday is recognized by the Federal government shall receive holiday compensation for only one of those dates, being the date in which the premium pay is the highest.~~

- 20.05 Personal time and its procedures remains for current employees. Employees hired after the date of contract ratification will not receive personal time.

ARTICLE 21 VACATIONS

- 21.01 All regular full-time 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	=	Pro-rated 2 weeks based upon hire date
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 & over	=	30 days, 240 hours, or 6 weeks

- 21.02 Regular permanent part-time employees shall be granted the following vacation leave with pro-rated pay based upon their length of employment with the Employer as follows:

1 to 4 years	=	1 week
5 to 9 years	=	2 weeks
10 to 14 years	=	3 weeks

For the purposes of this article a year is defined as the number of hours a part-time employee works in a given year.

- 21.03 Upon completion of probation, employees become eligible for vacation leave based upon section 21.01 calculated on a pro rata basis based upon date of hire. Vacation leave shall be taken no later than the employee's anniversary date.
- 21.04 If an employee with greater than one year of service is terminated voluntarily or involuntarily prior to taking his/her vacation, he shall receive any fully earned but unused vacation leave accrued under Section 21.01 or 21.02 of this Article. If the employee is deceased, the payment shall be made pursuant to the provisions of Ohio Revised Code §2113.04.
- 21.05 Employees may take their vacations during the calendar year. During the first quarter of each calendar year, employees will be given an opportunity to indicate on a form provided by the Employer, their vacation preference. Promptly thereafter, but in any event, no later than April 15th, a written vacation schedule will be prepared by the Employer with priority given to employees according to bargaining unit seniority. Individual written confirmation will be given to each employee. Once the vacation schedule is determined it shall not be changed without the consent of the individual employee. Any employee who fails to make his vacation application during the appropriate period will be given his vacation leave without regard to seniority based upon when the application was made.

- 21.06 Employees shall be allowed to take their vacation in any increment consistent with the City's time keeping system, not to exceed two (2) weeks, unless an exception is approved by the Safety-Service Director. Vacation must be requested in advance and approved by the area supervisor.
- 21.07 An employee governed by this Agreement who has five (5) or more years of service shall be permitted to cash in some vacation time which has accrued and been posted to their account on the date of the employee's next anniversary date. This election shall take place prior to the employee's anniversary date with payment to be made (once per employee's anniversary year) in the payroll period that includes the employee's anniversary date. No payment of vacation time which is anticipated to post to the employee's account shall be made prior to the anniversary date upon which the anticipated vacation time will accrue to the account. In no event shall an employee cash in more than one-half (1/2) of his annual vacation.
- 21.08 An employee shall be permitted to carry over up to forty (40) hours of vacation for use within six (6) months of the employee's anniversary date on approval of the Department Head and Safety-Service Director. Any vacation time remaining in an employee's account on his/her anniversary date after any carryover, up to but not exceeding one half (1/2) of the employee's annual vacation allowance shall be cashed out and paid to the employee at their regular rate of pay at the employees request to the Auditor's Office providing the employees has five (5) or more years of service, see Article 21.07.
- 21.09 In the event that an employee is called during a scheduled one week increment vacation, the employee shall receive two (2) times his regular rate of pay for all hours actually worked within the work week **and adjacent weekends. Except for an emergency, publicly declared by the Mayor, there shall be no reprisal for an employee's refusal to work during the employee's vacation.**

ARTICLE 22
PAID LEAVE DONATION PROGRAM

- 22.01 Policy: It shall be the policy of the City of North Ridgeville that, employees with accumulated sick leave or other paid leave (e.g. personal time, comp time, vacation time, or holiday (birthday time), may donate paid leave to a fellow employee who, in strictly serious or catastrophic cases, is in need of assistance and has exhausted all of their available time.
- 22.02 Purpose: The purpose of this program is to:
- (A) allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave;
 - (B) establish strict guidelines for the implementation of donation of paid leave time;
and
 - (C) to protect the investment the Employer has made in an employee in an effort to retain that employee.
- 22.03 Eligibility: Any full-time employee governed by this Agreement is eligible, after one year of service, to apply for the benefit of this policy. The employee must apply through their Department Head. ALL of the following must apply:
- (A) the employee is not eligible for Worker's Compensation benefits;
 - (B) the employee has not been disciplined at any level for patterned use of sick leave within the previous three years;
 - (C) the employee has exhausted all time available to him; and

- (D) the employee can, if requested, provide documentation through medical records that there is a bona fide medical reason for his inability to work.

The maximum length of time that an employee may receive benefits under this program is eight pay periods.

22.04 Participation of Donation:

- (A) Any full-time employee governed by this Agreement is eligible, after one year of service, and may choose to participate in the sick leave donation program.
- (B) An employee must have and maintain a minimum of eight weeks (320 hours) of accumulated sick leave to be eligible to participate.
- (C) An employee who is donating paid leave may donate up to forty (40) hours of sick leave per donee per incident. The employee may donate any amount of accrued paid leave other than sick time.

22.05 Application Review: Upon receiving an application for sick leave donation, the Department Head shall review the application and:

- (A) indicate 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 years, by the employee; and
- (B) verify that the cause of absence is not work-related.

The application is then forwarded to the Auditor's Office for verification that the employee has no time available. The application is then forwarded to the Mayor's Office for approval or denial. If all eligibility requirements have been met, the application is approved and returned to the Auditor's Office for disbursement proceedings. Transfer Participation Forms are to be distributed to all Department Heads and Area Stewards for leave donations. If any eligibility requirement is not met, the application is denied and returned to the Department Head.

22.06 Disbursement of Donated Sick Leave: Upon receiving an approved application, the Auditor's Office shall credit the employee approved for benefits under this policy up to scheduled hours of work in the following manner:

- (A) Any time the employee has accrued shall be used first; and
- (B) The donor employee's accumulated paid leave shall be reduced in eight-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.

22.07 Recovery of Donated Sick Leave: In the event that an employee who has received benefits under this program is 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.

ARTICLE 23
SHIFT PREMIUMS

23.01 In the event that the Employer established three (3) separate and specific shifts for the Service Area or French Creek, three (3) shifts shall be:

First Shift	7:00 a.m. to 3:00 p.m.
Second Shift	3:00 p.m. to 11:00 p.m.
Third Shift	11:00 p.m. to 7:00 a.m.

In the event the Employer establishes the above mentioned shift schedule, all employees shall remain on their present shift and work week in accordance with their area seniority. Employees with the highest seniority shall be given shift preference.

In the event that the Employer establishes the specific shifts as listed above, or as defined in article 14.01, the Employer shall pay compensation as follows:

- (A) Compensation for the second shift shall be the base rate of pay plus thirty-five cents (\$.35) per hour with a paid one-half (1/2) hour lunch period.
- (B) Compensation for third shift shall be the base rate of pay plus fifty cents (\$.50) per hour with a paid one-half (1/2) hour lunch period.
- (C) The Employer may establish two shifts for the Service Area, French Creek or City Hall. In that event, compensation for the afternoon shift shall be the base rate of pay plus thirty-five cents (\$.35) per hour with a paid lunch period pursuant to Article 15, Hours of Work. Should employees be required to work any hours that are otherwise unmanned, they shall receive their base rate plus fifty cents (\$.50) per hour for any such hours.

23.02 Except as hereinafter provided in this Article, all employees shall remain on their present shift and shall work in accordance with their present schedule. In the event that the Employer establishes shifts for the Service Area and employee may exercise his/her seniority for purposes of shift preference.

ARTICLE 24
CALL-IN PAY

24.01 An employee who is called in to work for an emergency as defined in 16.01 will be compensated as follows:

- (A) If the employee is called in for one and one-half hours (1½) or less, the employee will receive three hours (3) pay at the applicable rate of pay.
- (B) If the employee is called in for more than one and one-half hours (1½) to four hours (4), the employee shall receive four hours (4) pay at the applicable rate of pay.

24.02 Call in pay will not be paid in overlapping segments. An employee who is called in for an emergency must stay until the emergency is abated by supervising/appointing authority.

ARTICLE 25
LONGEVITY

- 25.01 Effective January 1, 2014, employees shall be entitled to the full amount of their longevity pay according to the schedule appearing below. Longevity will be paid in a lump sum for all employees on the first pay period following the anniversary date of the employee's employment. Longevity shall continue to be awarded on the employee's successive anniversary date according to this procedure and the following schedule:

2nd Anniversary	\$ 800.00	12th Anniversary	\$2,000.00
3rd Anniversary	\$ 800.00	13th Anniversary	\$2,100.00
4th Anniversary	\$ 800.00	14th Anniversary	\$2,200.00
5th Anniversary	\$1,300.00	15th Anniversary	\$2,300.00
6th Anniversary	\$1,400.00	16th Anniversary	\$2,400.00
7th Anniversary	\$1,500.00	17th Anniversary	\$2,500.00
8th Anniversary	\$1,600.00	18th Anniversary	\$2,600.00
9th Anniversary	\$1,700.00	19th Anniversary	\$2,700.00
10th Anniversary	\$1,800.00	20th Anniversary	\$2,800.00
11th Anniversary	\$1,900.00	25th Anniversary	\$3,000.00

- 25.02 Upon an employee's twentieth (20th) anniversary date and every year up to his/her twenty-fifth (25th) anniversary, the employee shall receive two thousand eight hundred (\$2,800.00) dollars, annually. Upon his/her twenty-fifth (25th) anniversary date and thereafter, the employee shall receive three thousand (\$3,000.00) dollars, annually. In no event shall the maximum amount paid under this Section exceed three thousand (\$3,000.00) dollars, annually, to any single employee.
- 25.03 The Employer will pay longevity payments in one lump sum. Longevity payments shall be prorated for those employees on any unpaid status in excess of thirty (30) days during the year. Longevity payments shall not be paid on the same pay period as any leave cash outs.
- 25.04 For all employees hired after March 1, 2014, which is the adoption of the 2014-2016 agreement, longevity shall be paid according to the following 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 twenty-third (23rd) anniversary date and every year up to his/her twenty-eighth (28th) anniversary, the employee shall receive two thousand eight hundred (\$2,800.00) dollars, annually. Upon his/her twenty-eighth (28th) anniversary date and thereafter, the employee shall receive three thousand (\$3,000.00) dollars, annually. In no event shall the maximum amount paid under this Section exceed three thousand (\$3,000.00) dollars, annually, to any single employee.

ARTICLE 26
SCHOOL COSTS REIMBURSEMENT
(TRAINING AND EDUCATION)

- 26.01 An employee who takes an Employer approved college course shall be reimbursed the actual costs of such college course, including the cost or course textbooks verifiable by receipt in an amount not to exceed the established federal tax limit. In order to be reimbursed, the employee must receive a grade “C” or better, or the equivalent. As a condition precedent to any reimbursement, 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.
- 26.02 For any licenses in existence prior to January 1, 2007, the Employer shall reimburse employees for application and testing fees for State license and for reasonable motel rooms and meals incurred while going to the testing center. Motel rooms at reasonable cost will be provided for the previous night if the exam starts before 9:00 a.m. During the term of this Agreement any employee seeking to obtain a new license as of January 1, 2007 must obtain written certification from the Mayor or the Safety-Service Director that the licensure is of reasonable benefit to the City before they would be entitled either to reimbursement as provided in this section.
- 26.03 The Employer shall pay for the renewal of employee’s CDL and other **existing** state license as required or approved by the Employer. The Employer shall pay for the renewal fee for ASE certifications for the mechanics.
- 26.04 The Employer will pay the costs of any classes, courses or seminars attended by employees for the purpose of earning “contact hours” towards the renewal of any water and/or wastewater certifications held by said employees required as part of their job classification. The Employer will also pay the employee his/her time spent attending these training sessions including reasonable travel time providing the employee uses a city vehicle. When an employee travels to such training sessions in their personal vehicle and in cases when the session is more than one (1) day in length, the Employer will pay for the cost of reasonable lodging for the night, mileage and meals reimbursement in accordance with the applicable federal rates and pay the employee for their regular scheduled shift for the day.

ARTICLE 27
INSURANCE

- 27.01 The Employer shall provide Medical/Prescription/Dental/Vision Insurance programs as provided for in Appendix G to this Agreement to all full-time employees. Employees enrolled in the Medical/Prescription/Dental Insurance programs shall contribute ten percent (10%) of the monthly cost of such insurance beginning January 1, 2020 through December 31, 2022. Commencing January 1, 2020 and for the remaining duration of this Agreement, employees enrolled in the Medical/Prescription/Dental Insurance programs shall contribute twelve and one half percent (12 ½ %) of the monthly cost of such insurance. The employee contribution will be determined by using the actuarially calculated based COBRA rates for Medical/Prescription/Dental coverage. The employee contribution will be at the percentages defined above of those COBRA rate figures rounded to the nearest five dollars. 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, providing the new coverage is comparable to, or improved relative to the present coverage. Employer shall provide a copy of insurance documents to the President of the Union local.

- 27.02 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.

ARTICLE 28 **WAGES**

- 28.01 **In accordance with the following revised schedule attached as Appendix B, the existing hourly wage rates of the members of the bargaining unit shall be increased as follows:**

Effective January 1, **2023**, the hourly wage rate will be increased by **two and one half percent (2.5%)**.

Effective January 1, **2024**, the hourly wage rate will be increased by **two and one half percent (2.5%)**.

Effective January 1, **2025**, the hourly wage rate will be increased by **two and one half percent (2.5%)**.

~~The parties agree that due to the economic uncertainty caused by the COVID-19 Virus, wage rates effective January 1, 2021 and January 1, 2022, will be negotiated (re-opened).~~

In the event that any **City of North Ridgeville** bargaining unit receives a higher **base wage rate increase** than those agreed to by AFSCME Local 3442 for 2021, 2022, those annual **base wage rate increases** shall be applied to AFSCME Local 3442.

- 28.02 **Unlicensed Service Department and French Creek Wastewater Treatment Plant employees have two (2) years from their date of hire to obtain licensure or may be subject to termination.**
- 28.03 Any non-clerical staff in a classification which requires licenses or certifications as defined below shall be entitled to the benefits defined below. A non-clerical employee who possesses a class A CDL will receive fifty cents (\$.50) an hour to their base wage rate. ~~All other employees possessing a class A CDL license shall receive fifty cents (\$.50) to their base rate on days which they utilize the license. The employee will receive no less than one (1) hour of pay at this rate.~~ An employee who receives a State Sewer License shall immediately be moved up to the appropriate job classification. A Service Department employee who obtains a State Sewer License or State Water Treatment License shall be entitled to an additional twenty-five cents (\$.25) per hour. A Service Area employee who obtains a State Certified Water Distribution License I shall be entitled to an additional fifty cents (\$.50) per hour and after obtaining a State Certified Water Distribution License II, an additional fifty cents (\$.50) per hour. Effective January 1, 2017, any

employee, with the approval of the Mayor or Safety-Service Director who obtains a Back Flow Certificate shall be entitled to an additional twenty-five cents (\$.25) per hour. Effective January 1, 2005, an employee, with approval of the Mayor or Safety-Service Director, who has received a Public Operators License from the Ohio Department of Agriculture to do chemical applications may receive an additional fifty cents (\$.50) per hour. Effective the January 1, 2014, employees working in the classification of Mechanic in the Service Garage who obtain and continue to maintain as current an ASE certification directly related to their assigned job duties (in addition to certifications stated as base mandatory requirements of the position) shall receive a wage increase of fifty cents (\$.50) per hour to their scheduled hourly wage rate for the 1st additional certification, fifty cents (\$.50) per hour for the 2nd, and twenty-five cents (\$.25) per hour for the 3rd additional certification. There shall be no wage increase for additional certifications beyond the 3rd.

Licensed Building Inspectors shall receive an additional \$0.50/hr on their wage for each certification they possess for Commercial Plumbing, Electrical Plan Review, Residential Plumbing and for Commercial/Residential Electrical Inspection certification.

Commencing 1/1/15, the wage increase for Electrical Plan Review shall be reduced to \$0.25/hr. The total amount of wage increase awarded to a Licensed Building Inspector for the possession of any certifications shall not exceed the maximum of \$1.50 per hour not to exceed the maximum of \$1.50 per hour per employee.

Unlicensed Operator or Operator 1 employees at the French Creek Wastewater Treatment Plant working as a Press Operator shall be entitled to an additional two dollars and sixty cents (\$2.60) per hour worked as a Press Operator.

Service Department Mechanics working as an Operator shall be entitled to an additional one dollar and fifty cents (\$1.50) per hour worked as an Operator.

- 28.04 All employees **may** move to a higher step on their anniversary date if available provided the employee gets a **passing rating** on the evaluation performance report for the preceding year as per Article 30.01, and the employer recommends the next higher step. ~~If the evaluation performance report is not scheduled within thirty (30) days of the employee's anniversary, he shall automatically move to the next higher step.~~

ARTICLE 29 EMPLOYER PENSION "PICK UP"

- 29.01 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. 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.
- 29.02 ~~The total annual salary and salary per pay period for each Covered Employee shall be the salary otherwise payable under this contract 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 (2) parts: (1) deferred salary and (2) cash salary. A Covered Employee's deferred salary shall be equal~~

~~to the percentage of his 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 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 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 who are employed in the Service Area, French Creek or City Hall, 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 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.~~

- 29.02 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.
- 29.03 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.~~
- 29.04 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 total annual salary less the amount of the salary reduction pick up (i.e., his 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 total annual salary including the amount of the salary reduction pick up.~~
- 29.05 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; 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.
- 29.06 ~~Effective the first pay period of 2023, the Employer will not be responsible for the four percent (4%) fringe benefit pick up of employee contributions to OPERS. The four percent (4%) has been added to each classification's base hourly rate of pay set forth in Appendix B. Covered employees will be required to make the full employee contribution to OPERS as part of the salary reduction pick up.~~

ARTICLE 30
EVALUATION

30.01 Evaluations will be done by the Department Head and reviewed by the Safety-Service Director. If an employee disagrees with the evaluation, the employee may review the evaluation with the Department Head and if still in disagreement, may provide a written response to be attached to the evaluation. ~~(See Appendix C).~~

ARTICLE 31
NEW AND CHANGED JOBS

31.01 If substantial changes occur in the method of operation, tools, or equipment of a job, or if a new job is established within the general scope of the work performed by members of this bargaining unit, the Employer shall establish and describe the content of the job and establish a pay rate for that job. Prior to any action by the Employer notice of the new or changed job shall be given to the Union, and the Union shall be given an opportunity to present the Employer with its suggestions and/or recommendations.

ARTICLE 32
TOOLS AND EQUIPMENT

32.01 The Employer shall provide all tools and equipment to employees within the bargaining unit, other than mechanics in the Service Area Garage, for the proper operation of their jobs.

32.02 The Employer shall provide insurance coverage and pay the premium(s) to cover replacement costs of mechanics' tools and toolboxes owned by the mechanics **provided that:**

- (A) The mechanics will be responsible for submitting an accurate list of **tools including year (if known), model and brand name to the Department Head and Auditor's Office annually. (Form to be provided by City)**
- (B) The Employer agrees to replace broken or substantially worn tools with the same type and brand whenever possible.

32.03 **Tools reported stolen will be reported within three (3) working days. Circumstances involved in the event will be submitted in writing to the Superintendent. Tools lost or stolen will not be paid for or replaced.**

ARTICLE 33
UNIFORM, RAIN GEAR AND BOOT ALLOWANCE

- 33.01 The Employer shall provide eleven (11) full uniforms for each employee in the Service Area and French Creek Waste Water Treatment Plant. The employee may choose to wear shirts or T-shirts, or any combination thereof at his option.
- 33.02 In lieu of a cold weather gear and boot allowance, or clothing allowance, effective January 1, 2014 all bargaining unit employees shall receive a one-time wage rate increase of ten cents (\$.10) per hour to their hourly rate
- 33.03 The Employer shall further provide all safety related items such as hard hats, safety vests and safety glasses. Safety glasses are to be worn by all bargaining unit members where applicable. The Employer agrees to replace any safety item, at no cost to the employee, provided that said safety item has not been the subject of negligent or deliberate abuse.
- 33.04 The Employer shall further provide the following foul weather gear: 1) rain coat or hooded jacket; 2) rain pants; 3) knee high boots; and 4) hip boots.
- 33.05 Failure to wear proper footwear or prescribed safety equipment or the abuse of Employer provided equipment, uniforms, and/or rain gear may be cause for disciplinary action. Refusal of an assignment because of improper footwear may also be cause for disciplinary action.
- 33.06 Employees shall not wear uniforms off duty. The Employer shall provide a changing area in both the Service Area and the French Creek Waste Water Treatment Plant and bargaining unit employees may have ten (10) minutes of “wash up time” at the end of each shift.
- 33.07 Failure to wear a clean, entire uniform will be cause for disciplinary action.

ARTICLE 34
SUB-CONTRACTING

- 34.01 The Employer reserves the right to sub-contract any or all work the bargaining unit performs, providing such sub-contracting of work does not result in the layoff of any employee or reduction in the workforce. The Employer and Union shall meet to discuss, but not negotiate the sub-contracting of work.

ARTICLE 35
SAFE WORK PRACTICES

- 35.01 There shall be a joint Union-Employer Safety Committee for the purpose of discussing safety-related problems. Said Committee shall be comprised of two (2) Union members and two (2) members of management. The Union shall notify the Employer of the designated Safety Representatives in writing. The Safety Committee shall meet on a quarterly basis or more often when the need arises. The Employer shall provide safety equipment and proper safeguards for the employees. Safety Committee meetings shall be scheduled during regular business hours.
- 35.02 In the event that an employee reasonably believes that a situation is unsafe, the employee shall notify his supervisor immediately. The supervisor shall investigate the situation on the same day or as soon thereafter as possible, and take such steps as are necessary to remedy an unsafe condition.

- 35.03 In the event the employee has notified his supervisor of the alleged unsafe condition, the employee shall not be required to perform the work until it has been determined to be safe. However, said employee may be assigned to alternative duties until such time as an investigation shall be completed.
- 35.04 The Employer will provide and maintain safe vehicles for all employees required to use vehicles for their assigned duties. The vehicle status, whether safe or unsafe, will be certified by the Superintendent or his designee.

ARTICLE 36
WORK BY SUPERVISORS

- 36.01 A Foreman/Supervisor shall not perform bargaining unit work in excess of fifteen (15) minutes duration unless it is deemed an emergency. This Section is not intended to prevent the call-out of an appropriate bargaining unit member if the performance of the work can reasonably be anticipated to exceed fifteen (15) minutes in duration.

ARTICLE 37
LEGALITY

- 37.01 It is the intent of the Employer and the Union that this Agreement comply in every respect with applicable legal statutes, and if determined that any provision of this Agreement is in conflict with law, that provision shall be null and void and shall not affect the validity of the remaining paragraphs of this Agreement. In the event of an unlawful determination, the Agreement shall be reopened on that provision and the Employer and the Union shall meet within thirty (30) days for the purpose of negotiation lawful alternative provisions.

ARTICLE 38
LABOR MANAGEMENT COMMITTEE

- 38.01 In the interest of sound labor-management relations, a Labor-Management Committee is hereby established to discuss matters of mutual concern to the Employer and the Union. The Committee shall not be used to bypass the normal chain of command, unless a problem cannot be resolved at the department level or unless a problem has already been addressed at the department level and has not been resolved. No personal issues between employees and managers and no active grievances shall be discussed.
- 38.02 The Committee shall be comprised of three (3) representatives from the Union, one from each of the Employer's three work sites, and a maximum of three (3) representatives of the Employer. Either party may designate an alternate in the event a designated representative is not available for a scheduled meeting.
- 38.03 Regular Committee meetings shall be scheduled on a quarterly basis. Other meetings may also be scheduled by mutual agreement. Meetings shall be scheduled with at least fourteen (14) days advance notice to Committee members. Meetings shall last a maximum of one and one-half (1½) hours. A scheduled meeting may be canceled by mutual agreement. The committee shall address the exchange of agenda items in its ground rules. Every effort will be made to schedule meetings during regular business hours.

ARTICLE 39
DISCIPLINARY PROCEDURE

- 39.01 This procedure shall apply to all non-probationary employees covered by this Agreement.
- 39.02 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.
- 39.03 Discipline shall be imposed only for just cause. The specific acts of which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The Notice served on the employee shall contain a reference to dates, times and places, if possible, and shall also be given to the local Union President and Steward.
- 39.04 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. (See Article 18.09)
- 39.05 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 Employer shall not consider or rely upon any prior disciplinary action taken against the employee more than twelve (12) months prior to the date of the present disciplinary action. Discipline of more than three (3) days shall not be used against an employee after twenty-four (24) months duration.
- 39.06 Where the appointing authority seeks a penalty, other than a verbal or written reprimand, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested, with a copy to the local Union President and Steward.
- 39.07 Discipline shall not be implemented until either:
- (A) The matter is settled; or
 - (B) The employee fails to file a grievance within the time frame provided by this procedure; or
 - (C) The penalty is upheld by the arbitrator or a different penalty is determined by the arbitrator.
- 39.08 The Notice of Discipline served on the employee shall be accompanied by written statement that:
- (A) The employee has a right to object by filing a grievance within five (5) working days of receipt of Notice of Discipline;
 - (B) The Grievance Procedure provides for a hearing by an independent arbitrator as its final step; or
 - (C) The employee is entitled to representation at every step of the proceeding.

- 39.09 If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provided in paragraph 39.13 until the matter is settled or the arbitrator renders a determination.
- 39.10 The following administrative procedures shall apply to disciplinary action:
- (A) The appointing authority and the employee involved are encouraged to settle disciplinary matters informally. Each side shall extend a good faith effort to settle the matter at the earliest possible time. The appointing authority may hold an informal meeting with the employee and his representative for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the appointing authority may offer a proposed disciplinary penalty. The employee must be advised before the meeting that he is entitled to representation by the Union.
 - (B) If a mutually agreeable settlement is not reached at this informal meeting, the appointing authority will, within five (5) working days, prepare a formal Notice of Discipline and present it to the employee and Steward. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the right of representation.
 - (C) Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the appointing authority, pursuant to Step 3 of the Grievance Procedure. The appeal must be filed at Step 3 within five (5) working days from receipt of the Notice of Discipline.
- 39.11 A failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the affected employee and Union. All subsequent appeal rights shall be deemed waived.
- 39.12 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 a representative. A settlement entered into by an employee shall be final and binding on all parties. The Union shall be notified of all settlements.
- 39.13 An employee may be suspended with pay at any time during the investigative and disciplinary 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 3 of the Grievance Procedure.
- 39.14 The Union on behalf of all employees covered by the 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, demotion or discharge) to any Civil Service Commission.
- 39.15 The Employer shall follow a system of progressive discipline when correcting job behavior. This policy shall not delegate or limit the powers and duties conferred upon the Employer by the Ohio Revised Code. The policy shall contain examples of specific offenses. The inclusion of standard penalties in such policy shall not preclude the application of more severe penalties when circumstances warrant it. In any case where a non-standard penalty is imposed, the reason for deviation must be reduced in writing and sent to the employee by the Employer.

- 39.16 Written reports of all disciplinary action taken against an employee should be kept in the official personnel file and copies of such reports should be given to the employee and the employee's Area Steward within five (5) working days thereafter. Such written reports should include the following:
- (A) The specific offense;
 - (B) The steps being taken;
 - (C) The discussion;
 - (D) The names of those present;
 - (E) The decision or the nature of the disciplinary action taken.
- 39.17 An employee may not use any form of banked time during a suspension period.

ARTICLE 40
GRIEVANCE/MEDIATION PROCEDURE

- 40.01 It is mutually understood that the prompt presentation, adjustment and answering of grievances is desirable in the interest of sound relations between the employee and the Employer. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of the representatives of each party to protect and preserve the Grievance Procedure as an orderly means of resolving grievances. Actions by the Employer or the Union, which tends to impair or weaken the Grievance Procedure, are improper. 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.
- 40.02 A grievance is a dispute or difference between the Employer and the Union, or between the Employer and an employee, concerning the interpretation or application and/or compliance with the terms of this Agreement and shall include disputes concerning disciplinary actions. When any such grievance arises, the following procedure shall be observed:

Step 1: An employee who has a grievance shall notify the Local Union Grievance Committee; the employee's Steward, and the Superintendent of the Area in writing within five (5) work days of the occurrence of the facts giving rise to the grievance. The Superintendent will schedule an informal meeting with the employee and his Steward within five (5) work days of the date of the written notice by the employee. The supervisor and the employee, along with the employee's Steward, will discuss the issues in dispute with the objective of resolving the matter informally. The Superintendent shall give his answer to the employee, with a copy to the Steward within five (5) work days of the receipt of the written grievance.

Step 2: If the employee's grievance is not satisfactorily settled at Step 1, the grievance shall be submitted to the Safety-Service Director within five (5) work days after the Step 1 answer. The Safety-Service Director and/or his designated representative or representatives shall meet with the employee's Steward and the Local Union Grievance Committee within ten (10) work days after

the grievance has been filed with the Safety-Service Director, and the Employer's representative shall answer the grievance in writing within five (5) work days following completion of the Step 2 discussions.

Step 3: The Union may appeal the grievance to the Mayor or his designated representatives by giving him notice in writing within five (5) work days following receipt of the Step 2 answer. The Mayor, together with such representatives as the Mayor deems appropriate, shall meet at a mutually agreed satisfactory time with the employee's Steward, the Local Union Grievance Committee, and the Local President to consider the grievance within ten (10) work days following receipt of the appeal. A representative of Ohio Council 8 shall participate in any such meeting. The Mayor will answer the grievance in writing within ten (10) work days following completion of the Step 3 discussions.

- 40.03 Any grievances not settled at Step 3 may be mediated before being referred to arbitration upon mutual agreement of the parties. The following rules govern the mediation of grievances:

Step 1: A request for mediation must be made within thirty (30) days of the receipt of the Step 3 written answer, unless the parties agree to extend that time. A response to the request must be returned to the other party within seven (7) calendar days of receipt.

Step 2: The grievant shall have the right to be present at the mediation conference.

Step 3: Each party shall have one principal spokesperson at the mediation conference; however, discussion shall not be limited to that individual.

Step 4: The representatives of the parties may, but are not required to, present the mediator with a brief written statement of the facts, the issue, and the arguments in support of their position. If such a statement is not presented in written form, it shall be presented orally at the beginning of the mediation conference.

Step 5: Any written material that is presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference.

Step 6: Proceedings before the mediator shall be informal in nature. The presentation of evidence is not limited to that presented at Step 2 or 3 in the grievance procedure. The rules of evidence will not apply, and no record of the mediation conference shall be made. The parties may mutually agree to refer the issue back to Step 3 of the grievance procedure if facts or testimony which is presented for the first time may be important to the potential outcome of the case.

Step 7: The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of the grievance.

Step 8: If no agreement is reached during the mediation conference, the mediator shall provide the parties with an oral advisory opinion if requested. Either party may waive receipt of the decision, or may request that it be communicated privately.

Step 9: The mediator shall state the grounds for his advisory opinion.

Step 10: The mediator may make recommendations to the parties as to how the grievance might be settled, but such a recommendation has no standing beyond being a suggestion to the parties for a possible settlement.

Step 11: The advisory opinion of the mediator, if accepted by the other parties, shall not constitute a precedent, unless the parties agree otherwise.

Step 12: If no settlement is reached at mediation, the parties are free to arbitrate.

Step 13: Nothing said or done by the mediator may be referred to in arbitration. Neither party may refer in arbitration to any compromise offer made in mediation. Arbitration is to proceed as if the grievance had not been submitted to a mediation procedure.

Step 14: Mediation conferences will take place at a location that is mutually agreeable to the parties and the mediator.

Step 15: The parties will meet promptly to select a mutually agreed upon mediator. If the parties are unable to select a mediator, the Union will promptly contact the Federal Mediation and Conciliation Service (FMCS) to request that a mediator be appointed and simultaneously forward a copy of its request to the Employer. All costs directly related to the services of the mediator shall be borne equally by the parties.

ARTICLE 41 **ARBITRATION PROCEDURE**

- 41.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived of having passed through the various steps by timely default of the Employer, then within ten (10) days after the rendering of the decision at Step 3, AFSCME may submit the grievance to arbitration and shall provide written Notice of Intent to Arbitrate to the employer. Within ten (10) days from receiving the Notice of Intent, the parties will meet to attempt to mutually agree upon an arbitrator.
- 41.02 The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.
- 41.03 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.
- 41.04 The hearing or hearings shall be conducted pursuant to the Rules of Arbitration of the American Arbitration Association.
- 41.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.
- 41.06 The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.
- 41.07 The Arbitrator shall be selected from a list of seven (7) names supplied to the parties by the Federal Mediation and Conciliation Service. Selection of the Arbitrator shall be determined by the

alternate striking of names. Either party may request a second list of seven (7) names before selecting the Arbitrator. The party striking first shall be determined by the flip of a coin. The parties shall meet within ten (10) days after both parties receive the list for purposes of selecting the Arbitrator.

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

ARTICLE 42
SUBSTANCE TESTING AND ASSISTANCE

- 42.01 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.
- 42.02 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 confirmation of any positive initial screening.
- 42.03 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, 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 a point the results of the drug testing procedures conducted by the Employer specified in this Article are negative, (employee confirmatory tests not applicable), all further testing and administrative actions related to drug/alcohol testing may be discontinued. Negative test results shall not be used against an employee in any future disciplinary action or in any employment consideration decision.
- 42.04 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 EAP or counseling, or if the facts and circumstances justify bypassing the EAP, in which case the Employer may impose disciplinary action. An employee who in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, personal participates 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 demonstrate 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.

- 42.05 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 born 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.
- 42.06 No drug testing shall be conducted without authorization of the Safety-Service Director. If the Safety-Service Director orders, the employee shall submit to a toxicology test in accordance with the procedure set forth above. Refusal to submit to a 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 Safety-Service Director and/or Human Resource Department and shall be kept confidential except as provided by the Ohio Public Records Law, however, test results and records may be used in future disciplinary actions set forth in the Article.
- 42.07 The employee and the Union shall be given a copy of the laboratory report before any discipline is imposed.
- 42.08 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.
- 42.09 Random drug testing may be conducted not more than twice in a calendar year, with no more than thirty percent (30%) 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. Employees holding a valid commercial driver's license (CDL) will be exempted from the random pull (by the City) provided he has been selected by the State of Ohio for CDL drug testing within the first six months of the calendar year. There will be no random drug testing without the approval and participation of the Safety-Service Director.

ARTICLE 43 **NEGOTIATIONS**

- 43.01 The negotiations and dispute settlement procedures set forth in this Article shall govern negotiations conducted between the Employer and the Union and shall be the exclusive procedures to be followed by both parties.
- 43.02 Either the Employer or the Union may initiate negotiations by letter of submission to the other party no earlier than March 15th in the year the present contract expires.
- 43.03 The first session of negotiations shall be held no later than June 1st unless another date is otherwise mutually agreed upon. At the same time of submission, the party initiating negotiations shall serve notice to the State Employment Relations Board.

- 43.04 The Employer's designated representatives and the Union's designated representatives shall negotiate in good faith. "Good faith" requires that the Union and the Employer be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. Good faith requires both parties to recognize that negotiations are a shared process. The obligation of the Employer and the Union to meet for the purpose of formal negotiations does not compel either party to agree to a proposal or require the making of concessions.
- 43.05 The parties shall not--directly or by implication--coerce, censor or penalize any participant in negotiations. The parties agree to conduct themselves in a professional and non-personal manner. No final contract shall be executed without ratification by the Union members and adoption by the Employer. However, the parties will have the authority to make proposals, consider proposals, and determine items acceptable to both parties in negotiations.
- 43.06 Each party's negotiating team shall consist of a maximum of six (6) members, including a chief negotiator. During the course of negotiations, either team may substitute its members at the table and/or bring an additional member to speak on a specific issue.
- 43.07 Negotiations shall be conducted during the work day without loss of pay and shall not exceed six (6) hours, unless both parties mutually agree to an extension of time. All negotiation meetings shall be held in executive sessions; however, the Union may communicate with its members and the Employer may communicate with the City Administration or City Council as the need arises.
- 43.08 The chief negotiator of either party may temporarily recess the meeting for the purpose of a caucus with the negotiating team. A caucus shall be a maximum of fifteen (15) minutes in length unless otherwise agreed to by the parties.
- 43.09 In the event that agreement cannot be reached on all issues submitted during the bargaining process or seventy-five (75) days before the expiration of the contract, whichever is sooner, either party may declare impasse. The declaring party shall notify the other party and submit a request for assistance to the Federal Mediation and Conciliation Service (FMCS). The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties. The mediator shall have no authority to recommend or bind either party to an agreement.
- 43.10 In lieu of or in addition to the mediation procedure provided for in Section 44.09, either party may request a fact-finding hearing pursuant to Ohio Revised Code Section 4117.14(C)(3) through Ohio Revised Code Section 4117.14(C)(6) and Ohio Administrative Code Section 4117-9-05 no later than thirty (30) days prior to the expiration of the contract unless the parties both agree to extend this time limit.
- 43.11 When the parties have mutually agreed on the resolution of an issue, the agreement shall be reduced to writing and initialed by both parties. Once an agreement is initialed, it shall become a tentative agreement. Tentative agreements may be renegotiated by mutual agreement of the parties before final agreement is reached.
- 43.12 Upon final agreement, a draft contract containing all tentative agreements shall be prepared by the parties and reviewed for accuracy by the negotiating teams. The parties shall then recommend to their respective constituencies that the final agreement be ratified or adopted. Upon ratification and adoption, the contract shall be signed by the representatives of both parties. The contract shall then be binding upon both parties.

- 43.13 The parties agree that during the term of this contract, memoranda of understanding may be entered into to modify the terms of the contract. Any such memoranda not incorporated into a successor contract shall expire at the end of the contract.
- 43.14 ~~If the parties are unable to reach a final agreement after the provisions of Article 44.10 of this Agreement have been exhausted and the contract has expired, the Union may give a ten-day notice of its intention to strike. Procedures governing strikes as set forth in ORC Chapter 4117.13 shall be followed.~~

ARTICLE 44
OBLIGATION TO NEGOTIATE

- 44.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- 44.02 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 not specifically referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this agreement.

ARTICLE 45
TOTAL AGREEMENT

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

ARTICLE 46
DURATION

46.01 This Agreement shall become effective on January 1, 2023 and shall remain in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2025.

ARTICLE 47
EXECUTION

47.01 IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 2022.

FOR THE UNION:

FOR THE EMPLOYER:

AFSCME, OHIO COUNCIL 8:

CITY OF NORTH RIDGEVILLE:

Mike Piepsny, Staff Representative

Kevin Korcoran, Mayor

Date

Date

LOCAL 3442:



APPENDIX A**BARGAINING UNIT RECOGNITION**

All full-time employees in the Service Area (which shall be deemed to include Grounds Maintenance employees) and French Creek Area of the City of North Ridgeville, including:

Maintenance Technician
 Mechanic Helper
 Helper
 Extra Heavy Machine Operator
 Heavy Machine Operator
 Light Equipment Operator
 Laborer
 Mechanic
 Water Meter Repairman
 Water Meter Readers
 Road Sign Maintenance
 Chief Operator
 Operator Class III
 Operator Class II
 Operator Class I
 Operator (no license)
 Laboratory Technician
 Mechanic
 Water & Sewer Operator
 Secretary
 Operator No License
 Press Operator
 Maintenance Mechanic
 Sewer Vacuum Operator
 Licensed Building Inspector
 Resident Project Representative
 Part-time Site Supervisor

And, all full-time and part-time clerical and bookkeeping employees in the City Hall Area of the City of North Ridgeville including:

Accounting Clerk
 Administrative Assistant/Steno-Building Department
 Activities Director
 Bookkeeper
 Bus drivers, part-time
 Clerks
 Full time clerk typist
 Data Processing Specialist
 Finance Clerk
 Cook
 Secretary
 Tax Administrative Assistant
 Assistant Cook

But excluding all other clerical employees, professional employees, confidential employees, management level employees, police and fire department employees and supervisors as defined in the Act including:

Working Foreman (with license)
 Working Foreman
 Safety-Service Director
 Package Plant Supervisor
 Income Tax Administrator
 Treasurer
 Engineer
 Assistant City Engineer
 Assistant to the City Engineer
 Law Director
 Assistant Law Director/Prosecutor
 Part-time Prosecutor
 Magistrate
 French Creek Supervisor
 French Creek Assistant Plant Supervisor
 French Creek Forman
 Industrial Pretreatment Coordinator
 Auditor
 Deputy Auditor
 Assistant Deputy Auditor
 Finance Technician
 Income Tax Administrator
 Clerk of Mayor's Court
 Assistant Clerk of Council
 Assistant Clerk of Council CMC
 Deputy Clerk of Council
 Information Services Director/Network Coordinator
 Information Technology Specialist
 Maintenance Supervisor Public Grounds
 Assistant Engineer
 Licensed Building Inspector
 Chief Building Inspector
 Assistant Chief Building Inspector
 Part-time Building Inspector
 Case Manager
 Administrative Assistant/Steno
 Parks and Recreation Director
 Parks and Recreation Program Director
 Part-time Camp Counselor (seasonal)
 Part-time Cashier
 Part-time Central Park Manager (seasonal) Director OFOA
 Zoning Inspector
 Grounds Maintenance Supervisor
 Maintenance Supervisor for Public Grounds and Cemetery
 Utilities Supervisor
 Service Department Supervisor
 Water Service Foreman

Street Service Foreman
Sewer Foreman
Data Processing Supervisor
Mayor's Assistant
Clerical Aide
Data Processing Specialist
Part-time ADA Compliance Coordinator
Administrative Asst/Steno-Law Department
Administrative Asst/Steno-Safety Service Department
Administrative Asst/Steno-Treasurer
Administrative Assistant to the Mayor
Part-time Dispatcher
Part-time Executive Secretary of Fair Housing Board
Part-time Humane Officer
Part-time Life Guard
Part-time Records Manager
Part-time Recycling Coordinator
Part-time Safety Coordinator
Part-time Services Division Assistant (NRPD)
Part-time Shady Dr. Park Manager (seasonal)
Safety Services Director
Secretary/Fire Dispatcher

APPENDIX B
WAGE RATE SCHEDULE
JANUARY 1, 2023 to DECEMBER 31, 2025

APPENDIX C

Disciplinary Forms

NOTICE OF DISCIPLINARY ACTION

TO:

FROM:

DATE:

SUBJECT: Proposed Disciplinary Action

You are hereby notified that your Appointing Authority (Employer) proposes to take the following disciplinary action against you:

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

APPOINTING AUTHORITY

If Suspension: _____ days

Effective _____ / _____ / _____
Mo. Day Year

If Termination:

Effective _____ / _____ / _____
Mo. Day Year

APPEAL OR ACCEPTANCE OF DISCIPLINARY ACTION

To the Employee:

This form must be returned within five (5) working days to the Appointing Authority:

 I AGREE WITH AND ACCEPT THE PROPOSED DISCIPLINE.

 I WISH TO APPEAL THE PROPOSED DISCIPLINE FOR THE FOLLOWING REASONS:
(optional)

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

Signature: _____ Date: _____

Approved Date: _____

Appointing Authority Signature: _____

Step 2 SUMMARY

To the Employee and the Appointing Authority:

Please complete this form showing the disposition of the proposed discipline following informal meeting. One copy should be retained by the Appointing Authority and one by the Employee and his representative, if any.

DISCIPLINARY MATTER SETTLED:

Discipline to be imposed:

Effective Date: _____

Employee Signature

Date: _____

Appointing Authority Signature

Date: _____

DISCIPLINARY MATTER NOT SETTLED:

I hereby request that a formal grievance at Step ___ of the Grievance Procedure.

Employee Signature

Date: _____

APPENDIX D**EMPLOYEE RIGHTS**

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

If, after reading your rights and discussing the matter with your representative, you agree to the proposed discipline, you may simply sign this form at the bottom to note your agreement, and return it to your Appointing Authority.

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

RIGHTS

1. You are entitled to representation at each step of this procedure.
2. You have the right to object to the proposed discipline by filing a disciplinary grievance within five (5) working days of receipt of the proposed discipline with your Appointing Authority.
3. If you file your objections, the Appointing Authority will schedule a formal meeting within ten (10) working days of receipt of this form to discuss the matter. You may have representation at this meeting.
4. The Appointing Authority will report his/her decision within five (5) working days following the close of the hearing.
5. You will have ten (10) working days after the receipt of the Appointing Authority's decision in which to appeal the decision pursuant to the Grievance Procedure.

APPENDIX E**Application for Paid Leave Transfer****PART A**

(completed by employee)

Employee: _____ Department: _____

Start date of inability to work _____

I am requesting assistance through the transfer of paid leave policy. I currently have no paid leave available to me. I understand this benefit is only available for a maximum of eight pay periods and that I must reimburse the City if I receive compensation for lost wages from some other source.

Signature: _____ Date: _____

PART B

(completed by department head)

Department Head _____

Initial the following statements if they are TRUE:

_____ This employee has received no documented disciplinary action of any kind within the past three years for abuse of sick leave or the patterned use of sick leave.

_____ The injury or illness causing the employee to be absent is not due to a work-related accident.

Signature: _____ Date: _____

PART C

(completed by Auditor's Office)

The above named employee, _____ has no paid sick leave available to them.

Signature: _____ Date: _____

Forwarded to the Mayor's Office, _____

PAID LEAVE TRANSFER PARTICIPATION FORM

Date: _____

The following employee has applied, met the standards required, and has been approved for benefits under the transfer of the Paid Leave Program.

Employee: _____ Department: _____

Signature: _____ Date: _____
 Mayor

=====

If you wish to participate as a donor, please complete this Section and forward to the Auditor's Office.

Name: _____ Department: _____

I understand the transfer of paid leave policy and hereby agree to donate (total) hours of my accumulated paid leave(s) (as explained below) to be transferred and credited to the above-named employee.

HOURS

_____ hours SICK Leave (maximum of 40 hours)

_____ hours Personal _____ hours Merit _____ hours Comp Time

_____ hours Birthday Holiday _____ hours Vacation

I understand that this is a voluntary donation on my part and I certify that I meet the standards of the Paid Leave Donation Policy.

Signature: _____ Date: _____

APPENDIX F

APPENDIX B
WAGE RATE SCHEDULE
JANUARY 1, 2023 to DECEMBER 31, 2025

FINAL PROPOSAL

2023 - 2.5%, Additional Step A 4%, Add 4% Pension Pick-up to base/ 2024 - 2.5% / 2025 - 2.5%

JOB TITLE	2023 RATE <u>2.50%</u>	2023 RATE <u>4% P/U</u>	2024 RATE <u>2.50%</u>	2025 RATE <u>2.50%</u>
Accounting Clerk A	21.99	22.87	23.44	24.03
Accounting Clerk-A B	21.15	21.99	22.54	23.10
Accounting Clerk B C	20.38	21.19	21.72	22.26
Accounting Clerk C				
Activities Director A	18.83	19.58	20.07	20.57
Activities Director-A B	18.10	18.83	19.30	19.78
Activities Director-B C	17.45	18.14	18.60	19.06
Activities Director C				
Administrative Assistant/Steno A				
Administrative Assistant/Steno B				
Administrative Assistant/Steno C				
Chief Operator A	35.96	37.40	38.33	39.29
Chief Operator A B	34.57	35.96	36.86	37.78
Chief Operator B C	33.41	34.74	35.61	36.50
Chief Operator C (See Lead Man)				
Clerk Typist A				
Clerk Typist B				
Clerk Typist C				
Cook A	18.26	18.99	19.47	19.95
Cook A B	17.56	18.26	18.72	19.19
Cook B C	16.94	17.62	18.06	18.51
Cook C				
Data Processing Spec. A				
Data Processing Spec. B				
Data Processing Spec. C				

<u>JOB TITLE</u>	<u>2023</u> <u>RATE</u>	<u>2023</u> <u>4% P/U</u>	<u>2024</u> <u>RATE</u>	<u>2025</u> <u>RATE</u>
Extra Heavy Machine Operator A OPERATOR A	32.41	33.70	34.55	35.41
Extra Heavy Machine Operator A OPERATOR B	31.16	32.41	33.22	34.05
Extra Heavy Machine Operator B OPERATOR C	30.00	31.20	31.98	32.78
Extra Heavy Machine Operator C				
Head Mechanic A	31.97	33.25	34.08	34.93
Head Mechanic A B	30.74	31.97	32.77	33.59
Head Mechanic B C	29.60	30.79	31.56	32.34
Head Mechanic C				
Heavy Machine Operator A	29.43	30.61	31.37	32.16
Heavy Machine Operator A B	28.30	29.43	30.17	30.92
Heavy Machine Operator B C	27.25	28.34	29.05	29.78
Heavy Machine Operator C				
Helper A	22.56	23.46	24.05	24.65
Helper A B	21.69	22.56	23.12	23.70
Helper B C	20.90	21.74	22.28	22.84
Helper C				
Laboratory Technician A	31.04	32.28	33.09	33.92
Laboratory Technician A B	29.85	31.04	31.82	32.61
Laboratory Technician B C	28.73	29.88	30.63	31.39
Laboratory Technician C				
Laborer A	24.78	25.78	26.42	27.08
Laborer A B	23.83	24.78	25.40	26.04
Laborer B C	22.98	23.90	24.50	25.11
Laborer C D (CDL Class B)	22.14	23.03	23.60	24.19
Laborer D E (No CDL Class B)	21.31	22.16	22.72	23.28
Laborer E				
Leadman A	35.96	37.40	38.33	39.29
Leadman B	34.57	35.95	36.85	37.77
Leadman C	33.41	34.75	35.62	36.51
(Position replaces Chief Operator)				
Licensed Building Inspector A	35.73	37.16	38.09	39.04
Licensed Building Inspector A B	34.36	35.73	36.63	37.54
Licensed Building Inspector B C	33.09	34.41	35.27	36.15
Licensed Building Inspector C				

<u>JOB TITLE</u>	<u>2023 RATE</u>	<u>2023 4% P/U</u>	<u>2024 RATE</u>	<u>2025 RATE</u>
Tradesman A	27.06	28.14	28.85	29.57
Light Equipment Operator A Tradesman B	26.02	27.06	27.74	28.43
Light Equipment Operator B Tradesman C	25.13	26.13	26.79	27.46
Light Equipment Operator C				
Maintenance Mechanic A	31.07	32.32	33.12	33.95
Maintenance Mechanic A B	29.88	31.07	31.85	32.65
Maintenance Mechanic B C	28.77	29.92	30.67	31.44
Maintenance Mechanic C				
Maintenance Technician A	24.78	25.78	26.42	27.08
Maintenance Technician A B	23.83	24.78	25.40	26.04
Maintenance Technician B C	22.98	23.90	24.50	25.11
Maintenance Technician C D	22.14	23.03	23.60	24.19
Maintenance Technician D E	21.31	22.16	22.72	23.28
Maintenance Technician E				
Mechanic A	29.43	30.61	31.37	32.16
Mechanic A B	28.30	29.43	30.17	30.92
Mechanic B C	27.25	28.34	29.05	29.78
Mechanic C				
Mechanic Helper A	24.54	25.52	26.16	26.81
Mechanic Helper A B	23.60	24.54	25.15	25.78
Mechanic Helper B C	22.72	23.63	24.22	24.83
Mechanic Helper C				
Operator Class I A	26.99	28.07	28.77	29.49
Operator Class I A B	25.95	26.99	27.67	28.36
Operator Class I B C	25.01	26.01	26.66	27.33
Operator Class I C				
Operator Class II A	28.60	29.74	30.49	31.25
Operator Class II A B	27.50	28.60	29.32	30.05
Operator Class II B C	26.50	27.56	28.25	28.95
Operator Class II C				
Operator Class III A	31.04	32.28	33.09	33.92
Operator Class III A B	29.85	31.04	31.82	32.61
Operator Class III B C	29.12	30.28	31.04	31.81
Operator Class III C				

<u>JOB TITLE</u>	<u>2023 RATE</u>	<u>2023 4% P/U</u>	<u>2024 RATE</u>	<u>2025 RATE</u>
Operator No License A	25.37	26.39	27.05	27.72
Operator No License-A B	24.40	25.37	26.01	26.66
Operator No License-B C	23.49	24.43	25.04	25.67
Operator No License-C				
Press Operator A	31.07	32.32	33.12	33.95
Press Operator A B	29.88	31.07	31.85	32.65
Press Operator B C	28.77	29.92	30.67	31.44
Press Operator-C				
Resident Project Representative A	33.16	34.49	35.35	36.24
Resident Project Representative-A B	31.89	33.16	33.99	34.84
Resident Project Representative-B C	30.67	31.89	32.69	33.51
Resident Project Representative-C				
Road Sign Maintenance A	27.06	28.14	28.85	29.57
Road Sign Maintenance A B	26.02	27.06	27.74	28.43
Road Sign Maintenance-B C	25.13	26.13	26.79	27.46
Road Sign Maintenance-C				
Secretary A	24.80	25.79	26.43	27.09
Secretary-A B	23.84	24.80	25.42	26.05
Secretary B C	22.98	23.90	24.50	25.11
Secretary-C				
Sewer Vac Operator A	28.79	29.94	30.69	31.46
Sewer Vac Operator-A B	27.81	28.92	29.64	30.38
Sewer Vac Operator A B C	26.87	27.94	28.64	29.35
Sewer Vac Operator-B-C	25.13	26.13	26.79	27.46
Sewer Vac Operator-C-D	23.22	24.14	24.75	25.37
Sewer Vac Operator-D-E	22.39	23.28	23.86	24.46
Sewer Vac Operator-E				
**Sewer vacuum operator(s) shall receive one dollar (\$1.00) more per hour than bargaining unit members in the laborer classification at the corresponding step				
Tax Administrative Assistant A				
Tax Administrative Assistant B				
Tax Administrative Assistant C				
Water & Sewer Operator A	28.17	29.30	30.03	30.78
Water & Sewer Operator-A B	27.09	28.17	28.88	29.60
Water & Sewer Operator-B C	26.10	27.14	27.82	28.51
Water & Sewer Operator-C				

<u>JOB TITLE</u>	<u>2023 RATE</u>	<u>2023 4% P/U</u>	<u>2024 RATE</u>	<u>2025 RATE</u>
Water Meter Repairman A	25.85	26.88	27.56	28.25
Water Meter Repairman A B	24.86	25.85	26.50	27.16
Water Meter Repairman B C	23.93	24.89	25.51	26.15
Water Meter Repairman C				

PART-TIME

Activities Director A	17.24	17.93	18.37	18.83
Activities Director A B	16.57	17.24	17.67	18.11
Activities Director B C	15.97	16.61	17.02	17.45
Activities Director C				
Assistant Cook A	16.70	17.37	17.81	18.25
Assistant Cook A B	16.06	16.70	17.12	17.55
Assistant Cook B C	15.49	16.11	16.51	16.92
Assistant Cook C				
Bookkeeper A	17.06	17.74	18.18	18.64
Bookkeeper A B	17.06	17.74	18.18	18.64
Bookkeeper B C	16.43	17.09	17.52	17.95
Bookkeeper C				
Bus Driver A	15.24	15.85	16.25	16.66
Bus Driver A B	14.66	15.24	15.62	16.02
Bus Driver B C	14.10	14.67	15.03	15.41
Bus Driver C				
Clerks A	14.65	15.23	15.61	16.00
Clerks A B	14.08	14.65	15.01	15.39
Clerks B C	13.59	14.14	14.49	14.85
Clerks C				
Site Supervisor A	13.41	13.95	14.30	14.65
Site Supervisor A B	12.89	13.41	13.75	14.09
Site Supervisor B C	12.42	12.92	13.24	13.57
Site Supervisor C				

DATE:	<u>September 6, 2022</u>	1 ST READING:	<u>September 6, 2022</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u>September 19, 2022</u>
REFERRED BY:	<u></u>	3 RD READING:	<u>October 3, 2022</u>
TEMPORARY NO:	<u>T 133-2022</u>	ADOPTED:	<u>October 3, 2022</u>
		EFFECTIVE:	<u>November 3, 2022</u>

ORDINANCE NO. 6009-2022

**AN ORDINANCE ACCEPTING CERTAIN
STREETS/IMPROVEMENTS LOCATED IN THE
LIFESTYLES OF MEADOW LAKES SUBDIVISION NO. 2
AND DEDICATING THEM FOR PUBLIC PURPOSES.**

WHEREAS, pursuant to N.R.C.O. Section 1228.01(b)(3), following completion of improvements, a developer shall post a maintenance bond or equivalent for a period of three years which covers all streets, sidewalks, water and/or sewer lines and rear and side-yard drainage; and

WHEREAS, pursuant to N.R.C.O. Section 1228.01(h)(4), the City Engineer shall make recommendations to City Council and for final acceptance of the improvement if the Engineer’s inspection finds the work to be satisfactory; and

WHEREAS, pursuant to N.R.C.O. Section 1224.05(b)(5), acceptance of any street/ improvement or utility for public use and maintenance shall be by separate action of City Council; and

WHEREAS, the requisite bond or equivalent has been posted relative to the improvements made to the named development; and

WHEREAS, the City Engineer has inspected the improvements and has found them to be acceptable, does recommend them for final acceptance by Council.

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

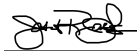
SECTION 1. City Council hereby accepts the following streets/improvements from K. Hovnanian of Ohio, LLC, located in the Lifestyles of Meadow Lakes Subdivision 2, and hereby dedicates said streets/improvements for public use and maintenance, including but not limited to roadways, sidewalks, drainage and utility purposes:

1. Amber Way – 37636 Amber Way to 1,304 feet North end at 6583 Amber Way;
2. Wildlife Trail – Amber Way to 136 feet East of Amber Way.

SECTION 2. 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 3. This Ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: October 3, 2022



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: October 6, 2022



Kevin Corcoran
MAYOR

DATE:	<u>September 19, 2022</u>	1 ST READING:	<u>September 19, 2022</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u>October 3, 2022</u>
REFERRED BY:	<u></u>	3 RD READING:	<u>Dispensed</u>
TEMPORARY NO:	<u>T 142-2022</u>	ADOPTED:	<u>October 3, 2022</u>
		EMERGENCY:	<u>October 3, 2022</u>
		EFFECTIVE:	<u>October 3, 2022</u>

ORDINANCE NO. 6005-2022

PID NO. 117554

**ODOT PROJECT TITLE: MUNICIPAL BRIDGE
INSPECTION PROGRAM RENEWAL (2023)**

**AN ORDINANCE COOPERATING WITH THE DIRECTOR
OF THE OHIO DEPARTMENT OF TRANSPORTATION
GIVING LEGISLATIVE CONSENT FOR BRIDGE
INSPECTION PROGRAM SERVICES, AND DECLARING
AN EMERGENCY.**

WHEREAS, in the opinion of the Council, and upon the recommendation of the Ohio Department of Transportation that it would be conducive to the public welfare and safety of the motoring public to have bridge inspections performed within the City of North Ridgeville; and

WHEREAS, upon passage of this ordinance, the Engineer shall return two (2) original signature copies to Omar Abu-Hajar, P.E., MSCE-Structures, Municipal Bridge Program Manager, ODOT Office of Structural Engineering, 3rd Floor – Mail Stop 5180, 1980 West Broad Street, Columbus, Ohio 43223.

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

SECTION I – Project Description

The City of North Ridgeville has determined the need for the described project:

Bridge Inspection Program Services, including, but not limited to routine inspections, element level inspections, critical findings report, fracture critical member inspections, load rating calculations and reports, weight limits posting sign recommendations, scour assessments, scour plan of actions, development of fracture critical plans, and underwater dive inspection reports if needed.

SECTION II – Consent Statement

Being in the public interest, the City of North Ridgeville gives consent to the director of Transportation to complete the above-described project.

SECTION III – Cooperation Statement

The City of North Ridgeville shall cooperate with the Director of Transportation in the above-described project as follows:

The State shall assume and bear 100% of all the cost for Bridge Inspection Program Services requested by the City and agreed to by the State. Eligible Bridge Inspection Services are described in the Consultant's Scope of Service Task Order contract (Exhibit A).

The City of North Ridgeville agrees to pay 100% of the cost of those features which are not included in Exhibit A. Those features may include but not limited to the purchasing and erecting the recommended weight limits postings signs, the implementation of critical findings reports such as partial or total bridge closures, the implementation of the scour plan of actions. When recommendations affect public safety, ODOT expects full implementation by the municipality. As of October 2019, FHWA requires installing weight limits posting signs within 30 days from the official date of the approved recommendations. Timely implementations are essential to the success of this program.

SECTION IV – Utilities and Right-of-Way Statement

The City of North Ridgeville agrees that all right-of-way required for the described project will be made available in accordance with current State and Federal regulations.

SECTION V – Project Duration and Consent Applicability

The Project is based on the available funds provided by ODOT aimed at assisting the City of North Ridgeville in reaching compliance with State and Federal laws and policies for bridge inspections. The Project specifics (program duration, PID number, and consultant scope of services (Exhibit A)) shall be provided to the designated City of North Ridgeville Contractual Agent via e-mail sent by ODOT Office of Structural Engineering (OSE).

ODOT will seek additional funds to renew the project in future years. If such funds are allocated, ODOT will send an e-mail with the Project specifics to the designated City Contractual Agent seeking approval for the new Project. ODOT will not proceed with any Project that does not have written authorization via e-mail from the designated City Contractual Agent.

SECTION VI – Authorization of Project

The Mayor of said City of North Ridgeville is hereby empowered on behalf of the City of North Ridgeville to provide written authorization via e-mail to the Director of Transportation to complete the above-described project and any renewals.

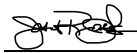
SECTION VII – Legal Requirements

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 VIII – Effective Date

This Ordinance is hereby declared to be an emergency measure, the emergency being in order to meet the Ohio Department of Transportation deadline.. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: October 3, 2022



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST : 

Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: October 6, 2022



Kevin Corcoran
MAYOR

**CERTIFICATE OF COPY
STATE OF OHIO**

City of North Ridgeville of Lorain County, Ohio

I, _____, as Clerk of City Council of the City of North Ridgeville of Lorain County, Ohio, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, adopted by the legislative Authority of the said City of North Ridgeville on the _____ day of _____, 2022.

That the publication of such Ordinance has been made and certified of record according to law; that no proceedings looking to a referendum upon such Ordinance have been taken; and that such _____ and certificate of publication thereof are of record in _____, Page _____.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this _____ day of _____, 2022.

(Clerk)

(CITY SEAL)

City of North Ridgeville of Lorain County, Ohio

(If the LPA is designated as a City then the "City Seal" is required. If no Seal, then a letter stating "No Seal is required to accompany the executed legislation.)

The foregoing is accepted as a basis for proceeding with the project herein described.
For the City of North Ridgeville of Lorain County, Ohio.

Attested: _____ Date _____
(Contractual Agent)



For the State of Ohio

Attested: _____ Date _____
(Director, Ohio Department of Transportation)

Exhibit A

**General Engineering Services Scope of Services
Central Office, Office of Structural Engineering
PID No. 117554**

Scope of Services Meeting Date: **/**/**
Approved Final Scope of Services Minutes Date: **/**/**

**GENERAL ENGINEERING SERVICES
Central Office, Office of Structural Engineering
Scope of Services**

The CONSULTANT may be required to perform the following services on a task order type basis for bridges designated by regulation or by agreement as City or Village inspection responsibility. Consultants must be prequalified for Level 1 Bridge Inspection services, which may include but are not limited to the following:

Task 1 - Scour Tasks

- Task 1A - Scour Critical Assessment
- Task 1B - Scour Plan-of-Action

Task 2 - Load Rating Tasks

- Task 2A - Field Measurements for Load Rating
- Task 2B - Load Rating Calculations

Task 3 – AssetWise Structure Inventory and Review, Including New SNBI Fields

Task 4 – Inspection Procedures

- Task 4A - Fracture Critical Plan
- Task 4B – Underwater Inspection Procedures

Task 5 - Bridge Inspection

- Task 5A – Routine Bridge Inspection
- Task 5B – Fracture Critical Inspection
- Task 5C – Underwater Dive Inspection

Services shall be conducted in accordance with the following:

- ODOT Manual of Bridge Inspection, Latest Version
- ODOT Bridge and Inventory Coding Guide, Latest Version
- ODOT Bridge Design Manual, Section 900), Latest Version
- Hydraulic Engineering Circulars 18, 20 and 23
- The Manual for Bridge Evaluation, Third Edition 2019 interim with revisions, AASHTO

**General Engineering Services Scope of Services
Central Office, Office of Structural Engineering
PID No. 117554**

Publication

- Bridge Inspector's Reference Manual, FHWA NHI Publication Number: 12-049,
Publication Year: 2012
- Underwater Bridge Inspection, FHWA Publication Number: FHWA NHI-10-027,
Publication Year: 2010

The CONSULTANT shall maintain a project cost accounting system that will segregate costs for individual task orders. The invoicing progress reports shall be detailed enough to show the breakdown of each assigned structure indicating the status of all subtasks. Completion of the individual subtasks is necessary for reimbursement credits.

The duration of the agreement will be twelve (12) months from the authorization date of the agreement.

The Department will be performing an annual Quality Assurance Review (QAR) for each selected consultant in accordance with Manual of Bridge Inspection to ensure accuracy and consistency of the inspection and documentation in AssetWise. This typically includes an office and field review.

The project will be divided into four (4) sub-projects (SP). A CONSULTANT will be selected for each sub-project. Municipalities opted into the previous inspection program will have the option to renew their legislation. Municipalities with population greater than 50,000 people are excluded from the program. The sub-projects have the following general geographic areas, category characteristics, and maximum contract values for the municipalities with municipal inspection responsibility obtained from AssetWise data as of July 2022.

Project: SP01 - District (1, 2, &3), Total Structures = 485*

Type	L ≤ 20'	20' < L ≤ 60'	60' < L ≤ 200'	L > 200'	Total
Single Span	192	178	26	0	396
Multi-Span	24	20	31	14	89
Culvert	119	29	1	0	149
Truss	0	1	3	0	4
Fracture Critical Inspection	0	0	2	0	2
Underwater Inspection	0	0	0	0	0
Load Rating**	108	99	29	7	243

* Level 1 Bridge Inspection structures

** Tasked as budget allows w/priority for NBI bridges with many BrR updates

**General Engineering Services Scope of Services
Central Office, Office of Structural Engineering
PID No. 117554**

Project: SP02 - District (4, 11, &12), Total Structures = 392*

Type	L ≤ 20'	20' < L ≤ 60'	60' < L ≤ 200'	L > 200'	Total
Single Span	127	126	35	0	288
Multi-Span	22	25	37	20	104
Culvert	84	40	1	0	125
Truss	1	2	6	0	9
Fracture Critical Inspection	0	0	3	0	3
Underwater Inspection	0	0	0	0	0
Load Rating**	75	76	36	10	197

* Level 1 Bridge Inspection structures

** Tasked as budget allows w/priority for NBI bridges with many BrR updates

Project: SP03 - District (5, 6, &10), Total Structures = 515*

Type	L ≤ 20'	20' < L ≤ 60'	60' < L ≤ 200'	L > 200'	Total
Single Span	189	206	40	0	435
Multi-Span	11	11	37	21	80
Culvert	111	87	4	0	202
Truss	0	0	7	0	7
Fracture Critical Inspection	0	0	7	1	8
Underwater Inspection	0	0	0	0	0
Load Rating**	80	87	31	8	259

* Level 1 bridge inspection structures

** Tasked as budget allows w/priority for NBI bridges with many BrR updates

Project: SP04 - District (7, 8 &9), Total Structures = 508*

Type	L ≤ 20'	20' < L ≤ 60'	60' < L ≤ 200'	L > 200'	Total
Single Span	177	157	36	1	371
Multi-Span	29	45	49	14	137
Culvert	126	85	3	0	214
Truss	0	0	7	1	8
Fracture Critical Inspection	0	1	4	1	6
Underwater Inspection	0	0	0	0	0
Load Rating	103	101	43	8	255

* Level 1 bridge inspection structures

** Tasked as budget allows w/priority for NBI bridges with many BrR updates

**General Engineering Services Scope of Services
Central Office, Office of Structural Engineering
PID No. 117554**

Please note that the total number of structure types is estimated based on current AssetWise data queries, and it may be adjusted when tasks are assigned in the future which may include newly found orphan bridges. The estimated annual contract price value for each sub-project is as follows:

SP01 \$560,000
SP02 \$530,000
SP03 \$570,000
SP04 \$590,000

DBE Participation:

Project	Goal
SP01	10%
SP02	0%
SP03	0%
SP04	0%

CONSULTANT shall clearly designate in the letter of intent the SP(s) they wish to be considered for.

Three (3) copies of the letter of intent shall be submitted. The letter of intent shall demonstrate that the CONSULTANT has a clear understanding of the scope of services.

**General Engineering Services Scope of Services
Central Office, Office of Structural Engineering
PID No. 117554**

Price Proposal Due Date: **//****

UNDERSTANDING

1. Inspections shall be completed by firm's full-time staff prequalified with ODOT for Level 1 bridge inspection according to the Manual of Bridge Inspection.
2. Task order are intended for maintaining compliance with the FHWA 23-Mertics, Ohio Revised Code, and ODOT policy manuals. Deadlines set by the task orders shall be respected.
3. All reports and records compiled under this agreement shall become the property of the City or Village and shall be housed in the City or Village. ODOT shall receive an electronic copy of plans, analysis files, reports and other items mentioned below.
 - a) CONSULTANT shall perform all applicable updates to ASSETWISE with new or revised information for structure inventory and appraisal data, inspections, scour, fracture critical members, and load ratings.
 - b) CONSULTANT shall submit copies of all reports and calculations electronically, or in hard copies when requested, to the City or Village for inclusion in their bridge records.
 - c) This includes, as applicable, a printed copy of the inspection report, Scour Plan-of-Action, Fracture Critical Plan, load rating report, gusset plate analysis, inspection procedures, and field measurement notes, digital pictures as well as a reproducible digital data file (.pdf, .doc, .xml, and .xls formats).
4. Copies of all transmittal letters and emails related to this Task Order shall be submitted to Central Office, Office of Structural Engineering.
 - a) When required, CONSULTANTS shall locate the original construction plans, as-built, and shop drawings from archive locations specified by the municipality and upload them onto ASSETWISE.

Services to be furnished by CONSULTANT may include:

TASK 1 - SCOUR TASKS

Task 1A – Scour Critical Susceptibility NBIS Item 113) - The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection. Deliverables include field notes, a completed Scour Critical Assessment Checklist as per Appendix I of the 2014 Manual of Bridge Inspection, and any other reference material needed for the bridge owner to properly maintain their bridge files. Channel photos or cross sections maybe tasked under this item if assigned. Please use the latest scour assessment form.

**General Engineering Services Scope of Services
Central Office, Office of Structural Engineering
PID No. 117554**

Task 1B - Scour Plan-of-Action - The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection Appendix H for the scope of this task. Deliverables include a completed Scour Plan-of-Action, field notes, calculations, and any other reference material needed by bridge owner to maintain bridge files.

TASK 2 – LOAD RATING TASKS

Task 2A - Field Measurements for Load Rating - Should no plans exist or if additional information is required, each main member shall be field measured for load rating. The condition of the member should be noted on the field documentation. All measurements shall be included in the load rating report.

Task 2B - Load Rating Calculations – A bridge carrying vehicular traffic shall be rated to determine the safe load carrying capacity. The CONSULTANT shall review existing bridge plans and inspection reports and other inspection information such as photographs and estimates of section loss for bridge members and connections. The analysis for existing structures shall be performed for AASHTO HS20-44 [MS 18] (truck, lane, & military) loading for both inventory and operating levels, and for the four Ohio Legal Loads including the special hauling vehicles (2F1, 3F1, 4F1, and 5C1, SU4, SU5, SU6, SU7, Type 3, Type 3S2, Type 3-3, NRL, EV2, and EV3) at operating level. The CONSULTANT shall try to complete the load rating analysis utilizing BrR (Virtis) at first. Hand-calculations or Spreadsheets if BrR is not applicable. The BrR analysis file, other load rating files, and the latest BR100 shall be included with the submittal to OSE.

The inventory and operating ratings shall be coded as per the most recent version of the ODOT Bridge Inventory Coding Guide. Update ASSETWISE Inventory with the load rating results and upload BR100 pdf file.

The electronic deliverable shall include if applicable an Excel spreadsheet or other files used for analysis for each bridge which shall include the member areas, member capacities both with and without section loss, influence lines (can be the ordinates or graph of the lines), dead loads and dead load stresses in members, live loads and live load stresses in members for all truck loadings and the load ratings of the members. Truck loadings to be used for the ratings are specified in BDM Section 900.

The Load Rating Report shall be prepared by a registered or non-registered engineer, and it shall be checked, signed, sealed and dated by an Ohio Registered Professional Engineer.

The Load Rating Report shall explain the method used to calculate the load rating of each bridge.

AASHTO Load Factor Rating (LFR) shall be utilized for all bridges not designed by Load and Resistance Factor Design. AASHTO Load and Resistance Factor Rating (LRFR) shall be utilized for all structures designed for HL93 loading starting October 2010.

**General Engineering Services Scope of Services
Central Office, Office of Structural Engineering
PID No. 117554**

Load Rating Report Submittal to the City or Village shall include:

- a. Two (2) printed copies and one electronic pdf copy of the Load Rating Report for each bridge.
- b. Final summary of inventory and operating ratings for each member and the overall ratings of the structure shall be presented for each live load truck. An acceptable format is ODOT form BR-100.
- c. Analysis program input files. Both input and output files shall be submitted when programs other than BrR or spreadsheets are used.
- d. All calculations related to the load rating.
- e. If applicable, the weight limits posting recommendations including a copy of the standard posting sign; such as R12-1 (24" x 30"), R12-H5 (30" x 48"), and R12-H7 (30" x 30").

TASK 3 – ASSETWISE STRUCTURE INVENTORY AND REVIEW

The scope of this task includes a limited review of the structure inventory data in the ODOT ASSETWISE. In general, the CONSULTANT shall review specific existing ODOT bridge inventory records (as provided by the City and approved by ODOT) of the designated bridge. The CONSULTANT may download the inventory report, which contains inventory data for each bridge on file with ODOT from the ODOT website. The CONSULTANT shall verify this data and determine if the ODOT ASSETWISE structure file information needs to be updated on the system. If no changes are necessary, then no ASSETWISE inventory needs to be filled out. If changes are necessary, the scope of this task shall also include completing and filing inventory updates (and supplements, as needed) in ASSETWISE. The CONSULTANT shall refer to the ODOT Office of Structural Engineering Inventory and Coding Guide of ASSETWISE for inventory coding details. In 2023, ODOT will start the transition toward SNBI, the consultants shall fill out all empty fields for this purposes as communicated by OSE.

TASK 4 – INSPECTION PROCEDURES

Task 4A – Fracture Critical Plan – A Fracture Critical Member Plan and inspection procedure shall be developed and updated. For more details, refer to Chapter 4: Inspection Types in the Manual of Bridge Inspection. It shall include:

1. Sketches of the superstructure with locations of all fatigue and fracture prone details identified.
 - a. Use framing plan or schematic with detail locations labeled and a legend explaining each labeled item on the scheme.
 - b. Use an elevation view for trusses.

**General Engineering Services Scope of Services
Central Office, Office of Structural Engineering
PID No. 117554**

- c. Classify similar fatigue/fracture prone details as types (e.g. end of partial cover plate).
2. A table or location of important structural details indicating:
 - a. Type of detail (e.g. end of partial cover plate, short web gap, etc.)
 - b. Location of each occurrence of detail
 - c. AASHTO Fatigue Category of detail
 - d. Identify retrofits previously installed
3. Risk Factors Influencing the inspector access.

Photos and sketches shall be properly referenced. The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection for additional details on the scope of this task.

Task 4B – Underwater Inspection Procedures – An underwater inspection procedure shall be developed. For more details, refer to Chapter 4: Underwater Inspections in the Manual of Bridge Inspection. Please note that ODOT has recently revised the format of the procedures file. The diving team shall fill out or update the latest form and upload it on ASSETWISE prior to performing the actual dives. Please contact OSE for a copy of a blank form if not uploaded on ASSETWISE at the time.

TASK 5 – BRIDGE INSPECTION

Task 5A – Routine Bridge Inspection (ASSETWISE Input) - Perform a routine field inspection of the structure to determine the general condition. The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection for additional details on the scope of this task. Section 1111 of the Moving Ahead for Progress in the 21st Century Act (MAP-21) modified 23 U.S.C.144, requires Ohio to report bridge element level data for NBIS bridges on the National Highway System (NHS) to FHWA. A condition rating or element level inspection will be assigned. This task includes Condition Rating Inspection for non-NBI structures, Condition Rating Inspection for NBI structures, and Element Level Inspection for NBI classified as NHS. The consultant shall probe the channel around the footing in water to determine depth of scour and report the date in AssetWise.

Task 5B – Fracture Critical Inspection - Perform a fracture critical field inspection of fracture critical items. The CONSULTANT shall update the FCM inspection procedure with current photos and descriptions. The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection for additional details on the scope of this task.

Task 5C – Underwater Dive Inspection – Perform Underwater/ In-Water inspection of substructure units according to the cycle shown in ASSETWISE. Emergency underwater inspection may arise for specific structures over the duration of the contract period. Work shall be done in accordance with the reference manuals and inspection procedure. Scour risk shall be evaluated after field and data collection.

DATE:	<u>September 19, 2022</u>	1 ST READING:	<u>September 19, 2022</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u>October 3, 2022</u>
REFERRED BY:	<u></u>	3 RD READING:	<u>Dispensed</u>
TEMPORARY NO:	<u>T 143-2022</u>	ADOPTED:	<u>October 3, 2022</u>
		EMERGENCY:	<u>October 3, 2022</u>
		EFFECTIVE:	<u>October 3, 2022</u>

ORDINANCE NO. 6006-2022

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NORTH RIDGEVILLE TO ENTER INTO A CONTRACT ACCORDING TO LAW AND IN A MANNER PRESCRIBED BY LAW WITH PLANNING NEXT FOR THE CITY OF NORTH RIDGEVILLE 2023 MASTER PLAN, NOT TO EXCEED \$157,000.00, AND DECLARING AN EMERGENCY.

WHEREAS, a city’s Master Plan is used to guide zoning and land use decisions and to create policies around a variety of topics including but not limited to housing, economic development, infrastructure, and community character; and

WHEREAS, the last citywide North Ridgeville Master Plan was adopted in 2009, and the community has experienced much growth and change in the intervening years, necessitating an update to the Plan; and

WHEREAS, the Director of Planning & Economic Development published a Request for Proposals for professional planning services for the 2023 North Ridgeville Master Plan on June 7; and

WHEREAS, based on the proposals received and interviews conducted, Planning NEXT was determined to provide the best scope of services for the proposed budget.

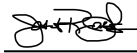
NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. The Mayor of the City of North Ridgeville, Ohio, is hereby authorized to enter into a contract according to law and in a manner prescribed by law with Planning NEXT to produce the City of North Ridgeville Master Plan, in an amount not to exceed \$157,000.00.

SECTION 2. 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 3. This Ordinance is hereby declared to be an emergency measure, the emergency being in order to update the outdated Master Plan. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: October 3, 2022



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: October 6, 2022



Kevin Corcoran
MAYOR

DATE:	<u>September 6, 2022</u>	1 ST READING:	<u>September 6, 2022</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u>September 19, 2022</u>
REFERRED BY:	<u></u>	3 RD READING:	<u>October 3, 2022</u>
TEMPORARY NO:	<u>T 131-2022</u>	ADOPTED:	<u>October 3, 2022</u>
		EFFECTIVE:	<u>November 2, 2022</u>

ORDINANCE NO. 6007-2022

**AN ORDINANCE ACCEPTING CERTAIN
STREETS/IMPROVEMENTS LOCATED IN THE
MEADOW LAKES SUBDIVISION NO. 12 AND
DEDICATING THEM FOR PUBLIC PURPOSES.**

WHEREAS, pursuant to N.R.C.O. Section 1228.01(b)(3), following completion of improvements, a developer shall post a maintenance bond or equivalent for a period of three years which covers all streets, sidewalks, water and/or sewer lines and rear and side-yard drainage; and

WHEREAS, pursuant to N.R.C.O. Section 1228.01(h)(4), the City Engineer shall make recommendations to City Council and for final acceptance of the improvement if the Engineer’s inspection finds the work to be satisfactory; and

WHEREAS, pursuant to N.R.C.O. Section 1224.05(b)(5), acceptance of any street/ improvement or utility for public use and maintenance shall be by separate action of City Council; and

WHEREAS, the requisite bond or equivalent has been posted relative to the improvements made to the named development; and

WHEREAS, the City Engineer has inspected the improvements and has found them to be acceptable, does recommend them for final acceptance by Council.

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

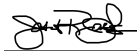
SECTION 1. City Council hereby accepts the following streets/improvements from K. Hovnanian of Ohio, LLC, located in the Meadow Lakes Subdivision No. 12, and hereby dedicates said streets/improvements for public use and maintenance, including but not limited to roadways, sidewalks, drainage and utility purposes:

1. Sandy Ridge Drive – 663 feet West of Stoney Ridge Road to 1015 feet West of Stoney Ridge Road;
2. Fawn Lane – Sandy Ridge Road to 47 feet North of Sandy Ridge Road.

SECTION 2. 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 3. This Ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: October 3, 2022



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: October 6, 2022



Kevin Corcoran
MAYOR

DATE:	<u>September 6, 2022</u>	1 ST READING:	<u>September 6, 2022</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u>September 19, 2022</u>
REFERRED BY:	<u></u>	3 RD READING:	<u>October 3, 2022</u>
TEMPORARY NO:	<u>T 132-2022</u>	ADOPTED:	<u>October 3, 2022</u>
		EFFECTIVE:	<u>November 3, 2022</u>

ORDINANCE NO. 6008-2022

**AN ORDINANCE ACCEPTING CERTAIN
STREETS/IMPROVEMENTS LOCATED IN THE
LIFESTYLES OF MEADOW LAKES SUBDIVISION NO. 1
AND DEDICATING THEM FOR PUBLIC PURPOSES.**

WHEREAS, pursuant to N.R.C.O. Section 1228.01(b)(3), following completion of improvements, a developer shall post a maintenance bond or equivalent for a period of three years which covers all streets, sidewalks, water and/or sewer lines and rear and side-yard drainage; and

WHEREAS, pursuant to N.R.C.O. Section 1228.01(h)(4), the City Engineer shall make recommendations to City Council and for final acceptance of the improvement if the Engineer’s inspection finds the work to be satisfactory; and

WHEREAS, pursuant to N.R.C.O. Section 1224.05(b)(5), acceptance of any street/ improvement or utility for public use and maintenance shall be by separate action of City Council; and

WHEREAS, the requisite bond or equivalent has been posted relative to the improvements made to the named development; and

WHEREAS, the City Engineer has inspected the improvements and has found them to be acceptable, does recommend them for final acceptance by Council.

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

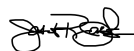
SECTION 1. City Council hereby accepts the following streets/improvements from K. Hovnanian of Ohio, LLC, located in the Lifestyles of Meadow Lakes Subdivision No. 1, and hereby dedicates said streets/improvements for public use and maintenance, including but not limited to roadways, sidewalks, drainage and utility purposes:

1. Amber Way – 6575 Amber Way to 1,043 feet North end of Cul-de-sac;
2. Hunter Lake Drive – Amber Way to 106 feet East of Amber Way.

SECTION 2. 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 3. This Ordinance is hereby declared to be an emergency measure, the emergency being in order to meet the City's financial obligations. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: October 3, 2022



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: October 6, 2022



Kevin Corcoran
MAYOR

DATE:	<u>September 6, 2022</u>	1 ST READING:	<u>September 6, 2022</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u>September 19, 2022</u>
REFERRED BY:	<u></u>	3 RD READING:	<u>October 3, 2022</u>
TEMPORARY NO:	<u>T 134-2022</u>	ADOPTED:	<u>October 3, 2022</u>
		EFFECTIVE:	<u>November 3, 2022</u>

ORDINANCE NO. 6010-2022

AN ORDINANCE GIVING THE MAYOR THE AUTHORITY TO ENTER INTO AN AGREEMENT WITH ISOMER GROUP, INC., TO PAY THE CITY'S SHARE OF THE COSTS FOR THE TURNING/DECELERATION LANE AT THE INTERSECTION OF BAGLEY ROAD AND LORAIN ROAD IN AN AMOUNT NOT TO EXCEED \$60,100.94.

WHEREAS, Isomer Group, Inc. has constructed a Discount Drug Mart on the corner of Bagley Road and Lorain Road in the City of North Ridgeville; and

WHEREAS, Isomer conducted a traffic study to review the projected traffic patterns resulting from the Discount Drug Mart; and

WHEREAS, both Isomer Group, Inc. and the City of North Ridgeville believed that due to the increase in traffic, a right turning/deceleration lane at the intersection of Bagley Road and Lorain Road would be beneficial to both parties to promote/provide for the safety and general welfare of the public; and

WHEREAS, Isomer Group, Inc. donated the land necessary for the construction of the turning/deceleration lane; and

WHEREAS, this Council, pursuant to Ordinance No. 5252-2015, may facilitate the development of commercial properties by providing for public infrastructure improvements, including road construction and related improvements; and

WHEREAS, the Parties agreed to equally share the costs for the infrastructure and construction of the turning/deceleration lane; and

WHEREAS, the City's share of the cost for the project is \$60,100.94.

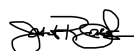
NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. The Mayor is hereby authorized to enter into an agreement substantially similar to the Agreement attached hereto as Exhibit A, and to pay the City's share of the turning/deceleration lane at the intersection of Bagley Road and Lorain Road in the amount of \$60,100.94 from the municipal public improvement tax increment equivalent fund.

SECTION 2. 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 5. This Ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: October 3, 2022



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: October 6, 2022



Kevin Corcoran
MAYOR

Exhibit A

**AGREEMENT FOR THE CONSTRUCTION AND MAINTENANCE
OF A TURNING/DECELERATION LANE**

THIS AGREEMENT is made and entered into this ____ day of _____, 2022, between the City of North Ridgeville, an Ohio Municipal Corporation, located at 7307 Avon Belden Road, North Ridgeville, Ohio 44039 (“North Ridgeville”), and the Isomer Group, Inc., an Ohio corporation, located at 211 Commerce Drive, Medina, Ohio 44256 (Isomer), collectively hereinafter referred to as “the Parties.”

WHEREAS, North Ridgeville is a Charter Municipality pursuant to Article XVIII of the Ohio Constitution and the laws of the State of Ohio;

WHEREAS, under Ohio Law and for the General Welfare, North Ridgeville has the power to regulate the use of the streets which includes the care, supervision, and control of the public highways, streets, avenues, alleys, sidewalks, public grounds, bridges, aqueducts and viaducts within the municipal corporation;

WHEREAS, North Ridgeville controls and maintains portions of Bagley Road within its jurisdictional boundaries for the General Welfare of the public;

WHEREAS, Isomer is building a Discount Drug Mart on the corner of Bagley Road and Lorain Road in the City of North Ridgeville;

WHEREAS, the creation of the Discount Drug Mart and its location will serve the needs of the public and residents of North Ridgeville;

WHEREAS, the Parties determined that due in part to the resulting increase in traffic, a right-hand turning/deceleration lane on Bagley Road at the intersection of Lorain Road was mutually beneficial to promote/provide for the safety and General Welfare of the public and residents;

WHEREAS, Isomer donated the land necessary for the turning lane valued at approximately Twenty Thousand Dollars (\$20,000.00);

WHEREAS, Isomer paid for the Traffic Study at a cost of Five Thousand One Hundred and Forty Dollars (\$5,140.00);

WHEREAS, the North Ridgeville has paid for the traffic light engineer costs;

WHEREAS, North Ridgeville, pursuant to Ordinance No. 5252-2015, may facilitate the development of commercial properties by providing for public infrastructure improvements, including road construction and related improvements;

WHEREAS, the Parties have agreed to split the necessary infrastructure and construction costs as set forth below.

NOW, THEREFORE, in consideration of mutual promises, covenants, and agreements by and between the City of North Ridgeville and Isomer, the Parties hereby agree as follows:

1. That the City of North Ridgeville will pay Isomer one-half (1/2) of the engineering costs, infrastructure and construction costs, and asphalt joint fabric costs for the new turning/deceleration lane in the amount of Sixty Thousand One Hundred Dollars and Ninety-Four Cents (\$60,100.94) from the municipal public improvement tax increment equivalent fund.
2. That the City of North Ridgeville will continue provide the care, supervision, and control of the traffic lane.
3. This Agreement shall commence at the latest date set forth below.
4. This agreement and its rights and responsibilities shall not be assigned or transferred without the prior written consent of the Parties.
5. If any section of this Agreement is found to be illegal, unconstitutional, improper or unenforceable, said section shall not affect the enforceability of the remainder of this Agreement.
6. This Agreement shall be construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the City of North Ridgeville and Isomer have executed this Agreement this ____ day of _____, 2022.

CITY OF NORTH RIDGEVILLE, OHIO

By: _____
Kevin Corcoran, Mayor Date

ISOMER GROUP, INC.

By: _____
Authorized Signatory Date

