

## **Amendment to Collective Bargaining Agreement**

**Whereas:** The City of North Royalton and AFSCME, Ohio Council 8, and Local 3410 entered into a Collective Bargaining Agreement dated June 11, 2010; and

**Whereas:** The City continues to experience reduced income tax revenues in significant sums; and

**Whereas:** It has become necessary, in spite of all other efforts to reduce spending, to lay off employees in the Service and Wastewater Departments; and

**Whereas:** The parties have agreed to attempt to avoid lay-offs by engaging in a furlough program that keeps all AFSCME, Ohio Council 8, and Local 3410 employees working;

**Now therefore,** the parties do this 16<sup>th</sup> day of July, 2010 agree that the existing CBA is amended by the following provisions:

1. The term of this Amendment is August 1, 2010 through December 31, 2010 (for payroll purposes any furlough day(s) falling during the payroll period ending December 31 shall be reflected in the actual wages paid first in January 2011).
2. Every employee in the AFSCME Unit (Ohio Council 8, and Local 3410) shall forfeit ten (10) work days during the term of this agreement as furlough days for which no work will be scheduled or required, nor for which any wages will be paid.
3. In consideration thereof, no existing employee in the AFSCME Unit shall be laid off from employment during the term of this Amendment. In the event of lay-offs during the term of this Amendment, this Agreement shall terminate.
4. All non-union temporary workers (summer help) in Recreation and Service shall be terminated no later than July 31, 2010.
5. The three (3) non-union, permanent, part-time employees, R. Stutzman, Daniel Swim, and B. Ousley, shall be retained but shall have their hours of employment reduced/diminished by 10% per pay period for the term of this Amendment; furthermore, none of these three (3) non-union workers are permitted nor shall be directed to perform any work proscribed for union employees during the term of this Amendment.
6. Due to the appropriate concerns of management for flexibility in scheduling, all furlough days must be scheduled with the approval of the head of the particular department to which the employee is assigned.

7. During the term of this Amendment, all AFSCME employees shall continue to retain the fully paid health insurance benefits currently in place, regardless of a reduction in hours due to mandated furlough days.
8. During the term of this Amendment, all wages earned will still fully qualify for PERS credit (furlough days where no wages are earned obviously will not carry any PERS credit and AFSCME acknowledges that any claim for credit thereunder is waived.)
9. During the term of this Amendment, no change is made to any employee's accumulation of vacation credit; the parties agree however that, if due to unusual and/or unforeseen circumstance a given employee has not been able to schedule all his/her vacation days (excepting therefrom one (1) week for which the employee may elect payment in lieu of vacation time off), pursuant to CBA §30.02, the Mayor, upon an application filed on or before December 31, 2010, may grant a "carry-over" of not more than one (1) full week of vacation to be added to any vacation available in 2011.
10. During the term of this Amendment, the accumulation of sick time shall continue to be made according to the formula existing on a per-hour worked basis, i.e. no sick time is earned or credited for furlough hours.
11. During the term of this Amendment, overtime pay shall apply only if the employee has already worked at least 40 hours in the week and/or 8 hours on a given day as applicable (e.g. in a given week where an employee is scheduled for a furlough day on a Friday, works 32 hours Monday through Thursday, then is called in to work 8 hours on Saturday, those hours are straight time, not overtime).
12. No AFSCME employee shall be permitted to take any accumulated sick time, accumulated overtime, or vacation time to make up the compensation for a furlough day of lost wages.
13. For and on behalf of its members, AFSCME waives any claim to unemployment compensation and/or lost wage claim for the specified furlough days set forth herein.

We, the undersigned representatives of the parties, do hereunto affix our signatures evidencing our consent to the terms and provisions of this Amendment this 16<sup>th</sup> day of July, 2010. We jointly acknowledge that this Amendment must be approved by the North Royalton City Council before it is effective and binding upon the City.

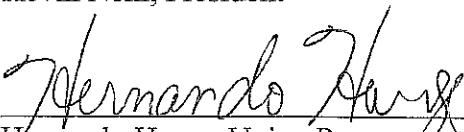
City of North Royalton

AFSCME

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Robert A. Stefanik, Mayor

  
Kevin Nekl, President

  
Hernando Harge, Union Representative