

THE CITY COUNCIL OF NORTH ROYALTON, OHIO

ORDINANCE NO. 10-145

INTRODUCED BY: Mayor Stefanik

AN ORDINANCE ESTABLISHING VARIOUS BENEFITS FOR THE POLICE LIEUTENANT NOT COVERED BY A BARGAINING UNIT AGREEMENT OF THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton desires to establish benefits for the Police Lieutenant not covered by a bargaining unit agreement of the City of North Royalton.

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

Section 1. Holidays: The Police Lieutenant not covered by a bargaining unit agreement shall receive the following paid holidays:

New Year's Day	Thanksgiving Day
President's Day	Friday after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Christmas Eve (1/2 day)
Labor Day	Employee's Birthday
Veteran's Day	New Year's Eve (1/2 day)
4 Personal Days (2010)	
5 Personal Days (effective 2011 and thereafter)	

In order to be eligible for the above paid holidays, the employee must report to work and actually work his last scheduled work day before the holiday, the first scheduled work day after the holiday or the holiday if the employee is scheduled to work the holiday unless specifically excused from work by the Department Head or the employee is on any type of paid leave, excluding sick leave.

When the above holidays (excluding personal days) fall on a Saturday, the preceding Friday shall be observed as the holiday; when such holidays fall on a Sunday, the immediately following Monday shall be observed as the holiday by all employees normally working a Monday through Friday workweek.

Employees shall have the option of electing to take either the time off with pay or to be paid for the holidays at his straight time rate of pay. All days (excluding personal days), not taken off shall be paid for in the first pay period in December.

Should an employee elect to take the time off instead of pay for the holidays, the employee shall designate the days he wishes to take off which shall be subject to the advance approval of the Chief as to when they may be taken. Holidays must be taken in segments of not less than eight (8) hours. Personal days only may be taken in segments of not less than four (4) hours.

Any employee required to work Thanksgiving Day, Christmas Day, Memorial Day (effective 2011 and thereafter) and Labor Day (effective 2012 and thereafter) shall be compensated at an additional one-half (1/2) time the employee's regular hourly rate of pay.

Section 2. Vacation: The Police Lieutenant not covered by a bargaining unit agreement shall be entitled to the hereinafter designated vacation periods which vacation period shall be predicated upon the specified length of accumulated continuous municipal service listed below:

<u>Length of Service</u>	<u>Weeks</u>
(a) After One (1) year	Two (2)
(b) After Five (5) years	Three (3)
(c) After Ten (10) years	Four (4)
(d) After Fifteen (15) years	Five (5)
(e) After Twenty (20) years	Six (6)

Earned vacation shall be awarded on the employee's anniversary date but may be available for use in the calendar year beginning January. Vacation time must be used in the calendar year or it shall be forfeited. Employees who retire/separate from service who use vacation leave before their anniversary date of earned vacation shall have their final salary adjusted/reduced for such advanced vacation pay.

Vacation time shall be taken at a time approved of by the Chief, with the Chief having the right to assign vacation time in those cases where employee(s) fail to take their vacation.

An employee who has earned vacation time by reason of being employed in this Department shall be able to transfer his vacation time to another department should he elect such a transfer.

Vacation time shall not be carried over from one year to another without the express written authorization of the Employer. Any vacation time that is unused within the year granted shall be deemed forfeited unless deemed otherwise by the Chief and Mayor except as provided below.

However, upon completion of twenty (20) years service, an employee may reserve up to two (2) weeks of vacation per year, not to exceed ten (10) weeks, to be taken off as early retirement.

Any employee of the Employer who was hired prior to March 1, 1997, and earned vacation time from being employed by the State of Ohio or any other political subdivision of the State of Ohio and who has become employed by the Employer within ten (10) years from his termination from such other public employer, shall be allowed to transfer his length of full-time service credit to his length of full-time service credit with the Employer.

An employee may use one-half (1/2) of his vacation time in single day (eight hour) increments, up to a maximum of ten (10) days. The remainder shall be used in increments of not less than five (5) days, unless otherwise approved. An employee must request use of single vacation days at least 24 hours in advance.

For all vacation requests made during the first quarter of the calendar year, rank, then seniority will govern. After that time, vacations will be scheduled on a first come, first served basis.

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

Section 3. Insurances: The Employer shall provide each employee with either individual or family coverage, as appropriate, with the existing fully paid hospitalization and dental coverage as selected by the Employer. The Employer shall have the right to change insurance carriers, providing the insurance coverage is comparable to the existing coverage during the term of this Agreement.

Effective January 1, 2010, employees selecting the first dollar, no deductible "Plan A" shall be required to contribute Fifty Dollars (\$50.00) per month for a single plan or One Hundred Dollars (\$100.00) per month for a family plan. Employee premium contributions to those who select the no deductible plan shall be by payroll deduction. Employees who select "Plan B" or similar alternate plan with deductibles shall have no premium contribution.

The Employer shall provide life insurance in the amount of Fifteen Thousand Dollars (\$15,000.00) for each employee.

The Employer will provide vision care which will include or reimburse for an eye examination, one pair of eyeglasses or contact lenses for each covered individual and dependent (under the family plan) within policy limits. The Employer reserves the right, in its discretion, to change carriers or to self insure providing the vision care coverage is comparable.

The Employer shall continue to provide liability insurance in the present amount, providing such insurance continues to be available.

The dental coverage shall include a deductible of Fifty Dollars (\$50.00) per employee or One Hundred Fifty Dollars (\$150.00) maximum for family. The annual maximum benefit per covered individual will be One Thousand Five Hundred Dollars (\$1,500.00). Orthodontia shall be subject to plan limitations.

Section 4. Leave of Absence: Any certified officer who temporarily must leave for military service, either for field training or active duty, shall be paid the difference between said certified officer's regular wages and the amount of the military pay he receives while serving as a member of the Ohio National Guard, the Ohio Defense Corp., the Ohio Naval Militia, or any other Reserve Components of the armed services of the United States.

The period of time for which the Director of Finance is authorized to make such payments shall not exceed the amount of thirty-one (31) days in a calendar year for any one certified officer.

Any certified officer authorized an extended leave of absence does not earn credit towards sick leave, vacation, longevity, hospitalization or uniforms.

Section 5. Jury Duty: Any certified officer who is called for jury duty, either Federal, County or Municipal shall be paid his/her regular rate of pay for any time lost, less any compensation received from such Court for jury duty, as provided for in the Ohio Revised Code.

Section 6. Longevity Pay: Each employee upon the completion of five (5) years of continuous service with the Employer on a full time basis, shall be paid the amount of One Hundred Dollars (\$100.00) per year. The payment will be made in lump sum on the first pay period ending after his anniversary date of hire. The amount of longevity shall not be calculated into overtime payments and shall be paid in accordance with the following schedule:

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

Annual longevity shall be paid by check separate from the employee's normal paycheck.

Section 7. Sick Leave Benefits: Shall be given each full-time certified officer in accordance with Section 124.38 of the Ohio Revised Code.

Any certified officer who is absent from his/her employment for more than three (3) consecutive working days shall provide the Director of Finance with a doctor's certification stating the medical reason for his/her absence before honoring payment for same.

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

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

When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse and children. When the use of sick leave is due to the death in the immediate family, "immediate family" shall be defined to only include the employee's mother, father, spouse, child, brother, sister, mother-in-law, father-in-law, grandparents, brother-in-law, sister-in-law, aunts and uncles.

Each employee who has accumulated in excess of seven hundred twenty (720) hours sick leave and has not used all the sick leave hours accumulated since December 31st of the previous year may receive payment for the unused sick leave accumulated during that year to the ratio of one (1) hour of pay for each three (3) sick leave hours (one-third of sick leave accrual for that year) and one (1) hour for each three (3) sick leave hours (one-third of sick leave accrual for that year) will be added to the members total accumulated sick leave. The eligible employee who has met the threshold amount of sick leave accumulation may, at his/her option, elect not to take the cash option but may continue to accumulate two-thirds (2/3) of his/her accrued sick leave for that calendar year. One-third of the annual unused sick leave shall be forfeited to the City each year upon accrual of the threshold amount. The option to cash out one-third time or to accumulate two thirds must be made immediately after December 31st. Employees who opt for the cash conversion of sick leave will be paid in the first pay period in February at the prior year's rate of pay. Upon retirement of a full-time employee who has not less than ten (10) years of continuous service with the Employer and is eligible to receive payments from a state pension plan, he/she shall be entitled to receive a cash payment equal to his/her hourly rate of pay at the time of retirement multiplied by one-half (1/2) the total number of accumulated and unused sick leave hours, earned by the employee as certified by the Finance Director, providing that such resulting number of hours to be paid shall not exceed six hundred fifty (650) sick leave hours.

An employee eligible for cash payment pursuant to the paragraph above, may, at his/her option, elect to take an early retirement with the monetary value of such cash payment being applied towards said early retirement.

Section 8. Funeral Leave: An employee shall be granted time off with pay without deduction from a sick leave for the purposes of attending the funeral of a member of the employee's immediate family. The employee shall be entitled to a maximum of three (3) days off for each death in the immediate family. For the purposes of this article, "immediate family" shall be defined to only include the employee's spouse, children, parents, brothers, sisters, grandparents or parents-in-law. For each day of such leave, the employee shall be paid eight (8) hours pay at his/her regular hourly rate. The Employer may require adequate proof of death and attendance at the funeral.

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

Section 9. Travel Allowance: Any employee assigned and required to attend a job related school, seminar or training session, except probationary employees attending mandatory courses shall be considered on duty during actual travel time, and be compensated at an appropriate straight time rate to include travel expenses and reimbursement for meals in accordance with current City policy.

Section 10. Overtime: All employees while on active duty status, when performing assigned work in excess of forty (40) hours per week or eight (8) hours per day, shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular hourly rate or compensatory time computed at the same rate for future use, as approved by the Chief. Employees assigned a ten (10) hour work shift shall not be eligible for overtime after eight (8) hours.

Any overtime hours worked may be paid in additional wages at the scheduled overtime rates or the compensatory time may be carried over to the next calendar year, as the employee may elect. Should the Employer determine it necessary that employees accumulate compensatory time instead of receiving cash payment for overtime, due to financial circumstances, the employee will be notified of such determination prior to his actual working of said overtime. Accumulated compensatory time usage shall be subject to the approval of the Chief and shall not take preference over authorized vacation time. Accumulated compensatory time may be taken in increments of not less than one (1) hour.

The Employer may buy out compensatory time by designating a cap on compensatory time, and making a payment for all hours earned by every employee over and above the cap, but at no time shall the cap be less than one hundred sixty (160) hours.

Any employee who works two (2) consecutive work shifts and calls in sick instead of working his next regularly scheduled work shift shall not be paid the above overtime rates for the second shift worked, unless such employee supplies the Employer with a valid physician's statement that he was sick and unable to work or takes a physical exam from a physician appointed and paid by the Employer certifying such employee was sick and unable to work. The Employer shall decide whether the employee must supply a physician's statement or take a physical examination.

Employees who are called in to work receive a minimum of three (3) hours of pay at the straight time rate or three (3) hours of work, providing such times do not abut the employee's regularly scheduled work day.

When an employee is engaged in an arrest while off duty, that employee will receive pay for the hours spent on such arrest.

If an employee is placed on standby status by the Employer, that employee will receive a minimum of two (2) hours pay, or one (1) hour pay for every four (4) hours of such duty, whichever is greater.

Section 11. Injury Leave: All certified officers injured in the line of duty and/or who are injured by a prisoner or other member of the public at large while the certified officer is performing work in the line of duty, shall be eligible for paid injury leave as provided below:

- a) When a certified officer is injured in the line of duty as specified above while actually working for the City, he or she shall be eligible for a paid leave not to exceed ninety (90) calendar days per incident. There will be a three (3) working day waiting period before this provision applies, in which the certified officer may use accumulated sick leave. Should payments be made by the City to a certified officer for an injury that is subsequently found to be a non-compensable injury, such payments made by the City shall be deducted from the certified officer's accumulated leave credits (sick leave, vacation, etc.).
- b) If at the end of this ninety (90) calendar day period the certified officer is still disabled, the leave may, at the Mayor's sole discretion, be extended for additional ninety (90) calendar day periods, or parts thereof.
- c) The City shall have the right to require the certified officer to have a physical or psychological exam by a physician appointed by the City resulting in the physician's certification that the certified officer is unable to work due to the injury as a condition precedent to the certified officer's continuing to receive any benefits under this section. The designated physician's opinion shall govern whether the certified officer is actually disabled or not, but shall not govern whether the injury was duty related or whether the City shall extend the period of leave. If there should be a conflict between the certified officer's physician and the physician appointed by the City, a third physician shall be consulted whose opinion shall govern. This third physician shall be selected by a mutual agreement between the City and the certified officer, who shall share the costs equally.
- d) An employee may, at the sole discretion of the Employer, as a result of injury or illness, be assigned light duty work.

Section 12. Uniform and Clothing Allowance: Each covered officer shall receive a uniform allowance in the amount of One Thousand Two Hundred Fifty Dollars (\$1,250.00) each year, payable in increments of Six Hundred Twenty Five Dollars (\$625.00) in the first pay period in January and first pay period in July each calendar year.

The Employer shall contribute up to Seven Hundred Dollars (\$700.00) towards the cost of individual bullet proof vests providing that such individual receiving such contribution shall be required to wear the vest or refund such monies to the Employer. Vests will be replaced every five (5) years or as approved the Employer. Employees not requesting such a contribution shall not be required to wear a vest, provided such employees sign a waiver attesting to their knowledge and rejection of such contribution and releasing the Employer from any liability resulting there from.

Section 13. Educational Pay: The Police Lieutenant not covered by a bargaining unit agreement shall be entitled to educational pay as follows:

An employee who has received a Training Certificate or equivalent attesting to the satisfactory completion of all law enforcement courses offered toward an Associate Degree in Law Enforcement, shall receive additional pay in the amount of Two Hundred Fifty Dollars (\$250.00), annually, which shall be payable in the last pay in November of each year.

An employee who has received an Associate Degree of college credits equivalent to an AA in Law Enforcement, shall receive additional pay in the amount of Five Hundred Dollars (\$500.00), annually, which shall be payable in the last pay period in November of each year.

Employees shall be paid an annual lump sum professional wage supplement in the amount of Three Thousand Two Hundred Fifty Dollars (\$3,250.00).

Section 14. Personal Losses: Items of Equipment or clothing necessary to job performance which are damaged, lost or destroyed while on the job that belong to the individual certified officer shall be replaced or repaired at City expense, not to exceed One Hundred Fifty Dollars (\$150) per certified officer per year only after approval of the Department Head. Items of clothing or equipment paid for by the City through an individual's purchase order shall be exempt from this provision.

Section 15. Drug Testing: The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance by employees is prohibited in the workplace, except as otherwise may be allowed by law, and employees in violation of this provision may be subject to disciplinary action as set forth in this article. Further, an employee must notify the Employer of any drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

The Employer may, at its discretion, implement a drug testing procedure for controlled substances for all employees, provided such procedure is administered pursuant to the provisions hereinafter set forth. Administration of the testing shall be developed by the Employer.

All employees may be required to submit to a drug test on an annual basis and may be subject to one (1) random drug test per year, provided such random test is not done for discriminatory purposes. Prior to any test being administered the Union and the employees affected shall be informed of which specific drugs are to be tested.

All laboratory and other fees shall be paid by the Employer, as well as the time spent taking the drug test if the employee is off duty.

The testing procedure established shall protect the employee's individual privacy, insure the accountability and integrity of specimens, insure non-discriminatory testing procedure and shall be conducted at a professional laboratory capable of administering such testing.

All positive screening tests shall be confirmed by a Gas Chromatography/Mass Spectrometry (GC/MS) test.

The results of all initial screening and confirmation tests shall be kept confidential and will not be disclosed to anyone, except the Employer and the employee affected, without first obtaining the written authorization from the employee except as evidence in a disciplinary action or for Employee Assistance Program referral.

An employee who tests positive for substance abuse or confirmation test shall be referred to the Employee Assistance Program provided in Section 18 herein. An employee's refusal to participate in such program or failure to satisfy the requirements of the program shall be subject to disciplinary action, up to and including discharge.

Section 16. Employee Assistance Program: The Employer agrees to attempt to rehabilitate employees who are first time drug or alcohol abusers, if reasonably practical. Employees will not normally be disciplined or discharged without first being offered the opportunity to receive treatment for such abuse if the employee fails to properly and fully participate in and complete a treatment program approved by the Employer and after completion of such program, the employee is still abusing or resumes abusing such substances, the employee may be subject to disciplinary action, up to and including discharge.

The employees may voluntarily use this program with or without referral. Such voluntarily use shall not be a basis for adverse disciplinary action. Leaves of absence without pay may, at the Employer's discretion, be granted in coordination with the EAP, where appropriate. All employees' dealings with EAP shall be strictly confidential.

This section shall not operate to limit the Employer's right to discipline or discharge an employee for actions committed by the employee as a result of substance abuse or otherwise. Participation in the EAP shall not limit the Employer's right to impose discipline, up to and including discharge. An employee's participation in the EAP does not operate to waive any of the rights granted to him/her by this Ordinance.

Section 17. Family Medical Leave: Employees may request and be granted time off without pay pursuant to the Family Medical Leave Act of 1993. Such time off without pay shall not exceed twelve (12) weeks in any twelve (12) month period. Leave under this provision shall be computed when first approved. During such leave the employee shall continue to receive health care insurance.

The Employer may require an employee to use accrued vacation or accumulated sick leave which shall be inclusive of the twelve (12) weeks of Family Medical Leave. The Employer shall not require an employee who has forty (40) hours or less of vacation and accumulated sick leave to exhaust such time which are separate banks of accumulated time under this article.

A husband and wife employed by the City of North Royalton in any position or capacity are eligible for FMLA Leave up to a combined total of twelve (12) weeks of leave during the twelve (12) month period referenced above if the leave is taken.

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

Section 18. Probationary Period: All newly promoted employees will be required to serve a promotional period of six (6) months. During such period, the Employer shall have the sole discretion to demote such employee(s) to his previous position, and any such demotion shall not be appealable through any grievance or appeal procedure contained herein or to any Civil Service Commission.

A member appointed to any position in the Police Department shall be a resident of Cuyahoga County or any adjoining counties, within one year after the members' date of hire.

Section 19. All benefits contained in this Ordinance shall be coordinated and processed through the office of Chief of Police and shall apply solely to the position of Police Lieutenant.

Section 20. This Ordinance shall become effective as of January 1, 2010.

Section 21. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 22. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to provide for the benefits for the Police Lieutenant not covered by a bargaining unit agreement.

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

/s/ Vincent A. Gentile
PRESIDENT OF COUNCIL

APPROVED: /s/ Robert A. Stefanik
MAYOR

DATE PASSED: December 7, 2010

DATE APPROVED: December 8, 2010

ATTEST: /s/ Laura J. Haller
DIRECTOR OF LEGISLATIVE SERVICES

First reading suspended
Second reading suspended
Third reading December 7, 2010

YEAS: Gentile, Nickell, Petrusky, Willey
Marnecheck, Antoskiewicz, Kasaris

NAYS: none