

THE CITY COUNCIL OF NORTH ROYALTON, OHIO

ORDINANCE NO. 12-39

INTRODUCED BY: Mayor Stefanik, Kasaris

AN ORDINANCE ESTABLISHING VARIOUS BENEFITS FOR THE CHIEF OF POLICE, CHIEF OF FIRE, POLICE CAPTAIN, ASSISTANT CHIEF OF FIRE, AND ANY OTHER FULL-TIME CERTIFIED OFFICER NOT COVERED BY A BARGAINING UNIT AGREEMENT OF THE CITY OF NORTH ROYALTON, REPEALING ORDINANCE 07-127, AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton desires to establish benefits for the Chief of Police, Chief of Fire, Police Captain, Assistant Chief of Fire, and any other full-time certified officer 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 Chief, Fire Chief, Police Captain, Assistant Chief of Fire, and any other full-time certified officer not covered by a bargaining unit agreement shall receive the following paid holidays:

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| 1. New Years Day | 8. Thanksgiving Day |
| 2. Martin Luther King Jr. Day | 9. Friday after Thanksgiving |
| 3. Presidents Day | 10. Christmas Eve (1/2 day) |
| 4. Memorial Day | 11. Christmas Day |
| 5. Independence Day | 12. New Years Eve (1/2 day) |
| 6. Labor Day | 13. Three (3) Personal Days |
| 7. Veterans Day | 14. Employee's Birthday |

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 Monday immediately following shall be observed as the holiday by the certified officers normally working a Monday through Friday work week.

The Police Chief, Fire Chief, Police Captain, Assistant Chief of Fire, and any other full-time certified officer not covered by a bargaining unit agreement shall have the option of electing to take either time off with pay or to be paid for the holidays at straight time rate of pay. All days (excluding personal days) not taken off shall be paid in the last pay period in November.

Section 2. Vacation: The Police Chief, Fire Chief, Police Captain, Assistant Chief of Fire, and any other full-time certified officer 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 in January. The Police Chief, Fire Chief, Police Captain, and Assistant Chief of Fire may use vacation time in not less than one day increments (8 hours).

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

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).

Upon Completion of twenty (20) years of service, these officers may bank two (2) additional weeks of vacation per year, not to exceed ten (10) weeks, to be taken off as early retirement.

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, "Plan A", with \$5.00 – generic and \$10.00 – name brand prescription co-pays, shall be required to contribute \$50.00 per month for a single plan or \$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, increased co-pays and prescription co-pays of \$10.00 – generic and \$20.00 – name brand 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 (\$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: All certified officers will be awarded longevity payments at the rate of One Hundred Dollars (\$100.00) for each year of full-time service commencing on the certified officer's fifth (5th) anniversary date of full-time service. At that time, the certified officer will become entitled to a sum of Five Hundred Dollars (\$500.00), which will be paid in a lump sum on the first pay period ending after his/her anniversary date. Certified officers with more than five (5) years of full-time service shall be entitled to the appropriate amounts as specified in the longevity payment schedule. Longevity shall continue to be awarded on the certified officer's successive anniversary dates according to this procedure and the following listed longevity schedule:

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

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 Employer.

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.

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, "immediately 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 certified officer of the City may attend at the expense of the City, a conference or convention relating to municipal affairs, if authorized by the Mayor, and if the Director of Finance certifies that the funds are appropriated for such purposes.

Mileage reimbursement is authorized to be paid to any certified officer who utilizes his/her personal automobile in the performance of his/her customary City duties and business. Said mileage reimbursement shall be paid at the current rate per mile as allowed by Federal Law, but not to exceed the sum of Two Hundred Dollars (\$200.00) per month for any one certified officer.

Section 10. Assault 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. 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.
- c) The City shall have the right to require the certified officer to have a physical 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 the 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.

Section 11. Uniform and Clothing Allowance: Each covered officer shall receive an annual clothing allowance in the amount of Six Hundred Twenty Five Dollars (\$625.00) to be paid in cash the first pay period in January and an equal amount to be paid in cash the first full pay period in July.

- a) The City shall purchase authorized uniform leather goods (e.g. boots, holsters, and belts) on a replacement basis for the Police Chief and Police Captain, in the Police Department.
- b) The City shall contribute up to Seven Hundred Dollars (\$700) towards the cost of individual bullet proof vests for certified officers in the Police Department providing that such certified officer(s) receiving such contribution shall be required to wear the vest or, refund such monies to the Employer.
- c) The City will continue to purchase and replace those items of fire equipment and turnout gear as in the past such as coats, pants, Nomex shell, vapor barrier, quilted Nomex liner with quilted winter liner, bunker boots (rubber, steel toe, shank, sole) helmet (fire style, eye glass protection from sparks, heat); neck and head protection from falling objects for the Fire Chief and the Assistant Chief of Fire in the Fire Department.

Section 12. Educational Pay: The Police Chief, Fire Chief, Police Captain, Assistant Chief of Fire, and any other certified officer not covered by a bargaining unit agreement shall be entitled to educational pay as follows:

1. Certified Officers in the Police Department:

- a) A certified officer who has received a Training Certificate or equivalent attesting to the satisfactory completion of all law enforcement courses offered towards an Associate Degree in Law Enforcement, shall receive additional pay in the amount of Three Hundred Dollars (\$300) annually, which shall be payable in the last paycheck in November.
- b) A certified officer who has received an Associate Degree or college credits equivalent to an AA in Law Enforcement, shall receive additional pay in the amount of Five Hundred Dollars (\$500), annually, which shall be payable in the last paycheck in November.
- c) A certified officer who has received a Bachelors Degree from an accredited college or university, shall receive additional pay in the amount of Six Hundred Dollars (\$600) annually which shall be payable in the last paycheck in November.
- d) A certified officer who has graduated from one of the following administrative courses specifically designed for police executives: PELC (Police Executive Leadership College), FBINA (National Academy), CLEE (Certified Law Enforcement Executive), Northwest Traffic Institute Staff and Command School, shall receive additional pay in the amount of Two Thousand Five Hundred Dollars (\$2500) annually, which shall be payable with the last paycheck in November.

2. Certified Officers in the Fire Department:

- a) A certified officer who has received a Training Certificate attesting to the satisfactory completion of all Fire Technology courses offered towards an Associate Degree in Fire Technology, shall receive additional pay in the amount of Three Hundred Dollars (\$300) annually, which shall be payable with the last paycheck in November.
- b) A certified officer who has received an Associate Degree in Fire Technology, shall receive additional pay in the amount of Five Hundred Dollars (\$500) annually, which shall be payable with the last paycheck in November.
- c) A certified officer who has received a Bachelors Degree from an accredited college or university, shall receive additional pay in the amount of Six Hundred Dollars (\$600) annually, which shall be payable with the last paycheck in November.
- d) A certified officer who has received a Paramedic License shall receive additional pay in the amount of Two Thousand Five Hundred Dollars (\$2,500) annually, which shall be payable with the last paycheck in November.

Certified Officers shall receive only the stipend for their highest educational certification as set forth above.

Section 13. Personal Losses: Items of Equipment of 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 Three Hundred Dollars (\$300) 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 14. Acting Chief Compensation: During any absence of the Chief of Police or Chief of Fire that extends beyond three (3) days, the next ranking officer shall become Acting Chief of Police or Acting Chief of Fire and shall be compensated at the current rate of pay received by the Chief of Police/Chief of Fire while serving in the capacity.

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 16 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 voluntary 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 Agreement.

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 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. Ordinance 07-127 is hereby repealed and this Ordinance shall supersede all previously adopted Ordinances in direct conflict herewith.

Section 19. This Ordinance shall become effective as of March 1, 2012.

Section 20. 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 21. 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 Chief of Police, Chief of Fire, Police Captain, Assistant Chief of Fire, and any other full-time certified officer 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/ Larry Antoskiewicz
PRESIDENT OF COUNCIL

APPROVED: /s/ Robert A. Stefanik
MAYOR

DATE PASSED: February 21, 2012

DATE APPROVED: February 22, 2012

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

First reading February 7, 2012
Second reading suspended
Third reading February 21, 2012

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

NAYS: none