

CITY OF *Beachwood*

BEACHWOOD CITY COUNCIL MEETING
MONDAY, MAY 20, 2024, 7:00 PM
AT BEACHWOOD CITY HALL, COUNCIL CHAMBERS,
25325 FAIRMOUNT BOULEVARD, BEACHWOOD, OHIO 44122

Agenda

-Pledge of Allegiance to the Flag of the United States of America-

1. Roll Call
2. Reports
 - a. Mayor
 - b. Council Member (non-agenda items)
 - c. Department Directors
3. **50 Year Resident Salute**
4. **Citizen's Remarks (City Council limits Citizen's Remarks to five (5) minutes each for a maximum of thirty (30) minutes unless so extended at the discretion of the President or a majority of Council per Council Rules of Procedure, Section 7, Rule 7.2)**
5. Approval of Minutes:
Regular Council Meeting held on May 6, 2024

Old Business

Ordinances

1. **2024-52**

An Ordinance agreeing to adjust the Boundaries between the City of Beachwood, Ohio and Orange Village, Ohio pursuant to Ohio Revised Code Section 709.37, designating the Zoning District of the New Territory

Placed on First Reading: May 6, 2024

New Business

Ordinances

1. **2024-54**

An Ordinance authorizing and directing the payment of certain claims (Bills) for professional and other services; and declaring this to be an urgent measure

New Business (continued)

Resolutions

1. 2024-12

A Resolution to accept the Collective Bargaining Agreement in the matter of the City of Beachwood, Ohio and Laborers' Local 860 (Building Department); and declaring this to be an urgent measure

2. 2024-13

A Resolution to accept the Collective Bargaining Agreement in the matter of the City of Beachwood, Ohio and Laborers' Local 860 (Public Works Department); and declaring this to be an urgent measure

3. 2024-14

A Resolution accepting a Certain Bid from Cargill, Inc. - Salt, Road Safety, through the Joint Municipal Improvement Consortium as Supplier of Untreated Rock Salt for Snow and Ice Removal for the 2024-2025 Winter Season; and declaring this to be an urgent measure

4. 2024-15

A Resolution authorizing the Mayor to enter into a Listing Agreement with Fire Apparatus Brokerage Company, "Company Two" and declaring certain property used by the City's Fire Department as Surplus Property no longer needed for a Public Use; and declaring this to be an urgent measure

Any other matters coming before City Council

Adjournment

Next Regular Council Meeting will be held on: Monday, June 10, 2024 at 7 PM in Council Chambers. For all updates regarding Council Meetings, please visit: www.BeachwoodOhio.com

**Council Members: Alec Isaacson – Council President
Danielle Shoykhet – Council Vice-President
Jillian DeLong, Joshua Mintz,
Ali B. Stern, Eric Synenberg, June E. Taylor
Clerk of Council: Whitney M. Crook, MMC**

**Pursuant to Ordinance Number 2020-78 Council has determined that the Video Recording of the meetings shall stand as the official Minutes of its Body, its Committees, and those of the Planning and Zoning Commission.
A written synopsis of all agenda items and votes shall also be promptly prepared and kept.**

AN ORDINANCE AGREEING TO ADJUST THE BOUNDARIES BETWEEN THE CITY OF BEACHWOOD, OHIO AND ORANGE VILLAGE, OHIO PURSUANT TO OHIO REVISED CODE SECTION 709.37, AND DESIGNATING THE ZONING DISTRICT OF THE NEW TERRITORY.

WHEREAS, pursuant to Ohio Revised Code Section 709.37, two adjoining municipal corporations may, by ordinance of their respective legislative authorities, agree to adjust their boundaries, provided that such adjustment does not involve the transfer of land inhabited by more than five voters;

WHEREAS, this Council finds and determines that a boundary adjustment of a portion of the boundary of the City of Beachwood with Orange Village is necessary to allow certain properties to be governed by the laws of only one municipality, to allow for the effective enforcement of both municipal codes, and to avoid confusion regarding the provision of municipal services;

WHEREAS, the City of Beachwood is willing to adjust its municipal boundary line with Orange Village as graphically depicted in "Exhibit A", attached hereto and incorporated herein; along with the legal description of the boundary line to be adjusted between the two municipalities.

WHEREAS, the proposed boundary adjustment would not affect any voters in either municipality and would be in the best interests of both municipalities;

WHEREAS, this Council desires to zone the territory that is coming into the City of Beachwood as U-9 Motor Service District, which is the existing zoning of the adjacent property located in the City of Beachwood;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Beachwood, Cuyahoga County, State of Ohio, that:

Section 1: This Council hereby agrees to a boundary adjustment with Orange Village and requests that Cuyahoga County adjust the boundaries of Orange Village and the City of Beachwood in the manner provided by law so that the municipal boundary between the two communities is as graphically depicted and legally described in "Exhibit A"; and the City administration may take such further actions as may be required by law to enact the boundary adjustments provided for in this Ordinance.

Section 2: The territory that is becoming a part of the City of Beachwood shall be zoned as U-9 Motor Service District and subject to all laws generally applicable to properties in the City.

Section 3: The City Engineer shall cause the official zoning map of the City to be amended in accordance with this Ordinance.

Section 4: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 5: This Ordinance shall be in full force and effect from and after the earliest date permitted by law.

Attest: I hereby certify that this legislation was duly adopted on the ___ day of _____, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the ___ day of _____, 2024.

Clerk

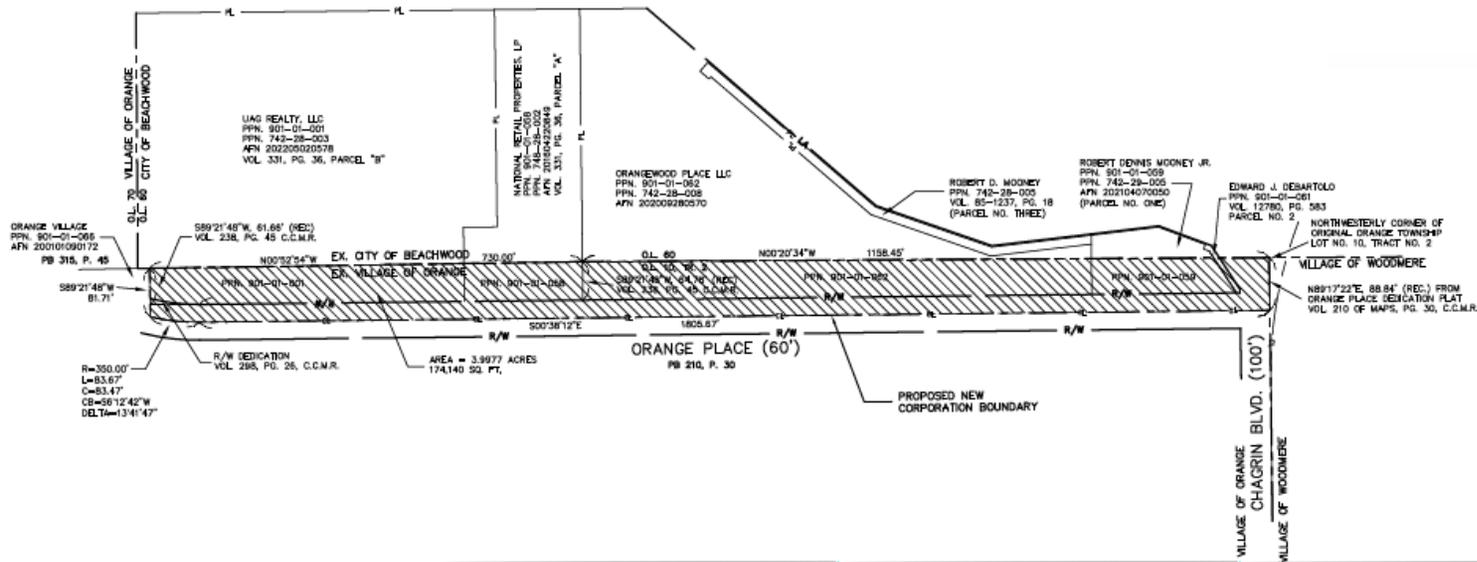
Approval: I have approved this legislation this ___ day of _____, 2024 and filed it with the Clerk.

Mayor

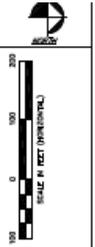
EXHIBIT A

NOTES

A PORTION OF THE EXISTING CORPORATION LINE BETWEEN ORANGE VILLAGE AND THE CITY OF BEACHWOOD CURRENTLY LOCATED APPROXIMATELY 50' WEST OF THE ORANGE PLACE RIGHT-OF-WAY WILL BE RELOCATED TO THE CENTERLINE OF THE ORANGE PLACE RIGHT-OF-WAY AS DEPICTED.



 AREA OF CORPORATION BOUNDARY RELOCATION (174,140 S.F.)



NO.	DATE	BY	DESCRIPTION
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

STEPHEN HOWMOSEK & ASSOCIATES, INC.
 CONSULTING ENGINEERS AND PLANNERS
 TWO MERIT DRIVE 44143
 RICHMOND HEIGHTS, OHIO
 PH: (216) 731-6225 FAX: (216) 731-4445

VILLAGE OF ORANGE, OHIO
CORPORATION LINE RELOCATION

APRIL 2024
 JOB No. 24-083
 1 OF 1



STEPHEN HOVANCSEK & ASSOCIATES, INC.

Consulting Engineers & Planners

TWO MERIT DRIVE • RICHMOND HEIGHTS, OHIO 44143

(216) 731-6255

FAX No: (216) 731-4483

LEGAL DESCRIPTION CORPORATION LINE RELOCATION

Situated in the Village of Orange, County of Cuyahoga and State of Ohio and known as being part of the Chagrin Boulevard right of way, part of Orange Place right of way as shown by the Dedication Plat, recorded in Volume 210, Page 30 of Cuyahoga County Map Records, and part of the following lands recorded in Cuyahoga County Deed Records; Edward J. Debartolo (PPN 901-01-061) recorded in Volume 12790, Page 583; Robert Dennis Moony, Jr. (PPN 901-01-059) recorded in AFN. 202104070050; Orangewood Place LLC (PPN 901-01-062) recorded in AFN 202009280570; National Retail Properties, LP (PPN 901-01-058) recorded in AFN 201604220849); and UAG Realty LLC (PPN 901-01-001) recorded in AFN 202205020578, of part of Original Orange Township Lot No. 10, Tract 2 and being bounded and described as follows;

Beginning at a point in the centerline of Chagrin Boulevard (100 feet wide) at the Northwesterly corner of said Lot No. 10, Tract 2, the existing east corporation line of the City of Beachwood, the existing northeast corner of the Village of Orange, and a southwest corner of the Village of Woodmere;

Thence North $89^{\circ}17'22''$ East, along said centerline, the existing north line of the Village of Orange, a south line of the Village of Woodmere, and the Northerly line lot line of said Lot No. 10, Tract 2 a distance of 88.84 feet to its point of intersections with the centerline of Orange Place (60 feet wide) as shown by the Dedication Plat recorded in Volume 210, Page 30 of Cuyahoga County Map Records;

Thence South $00^{\circ}38'12''$ West, along said centerline of Orange Place a distance of 1805.67 feet to a point of curve therein;

Thence Southwesterly, along a curved line deflecting to the right an arc distance of 83.67 feet a point, said curved line having a radius of 350.00 feet, and a chord which bears South $06^{\circ}12'42''$ West, 83.47 feet:

Thence South $89^{\circ}21'48''$ West, a distance 81.71 feet to the Northwesterly corner of land conveyed to Orange Village (PPN 901-01-066) by Journal Entry on Verdict recorded in AFN 200101090172 of Cuyahoga County Records, also being in the Westerly line of aforesaid Lot Number 10, Tract 2, the existing Westerly corporation line of the Village of Orange, and the existing east corporation line of the City of Beachwood;

Thence North $00^{\circ}52'54''$ West, along said Westerly line a distance of 730.00 feet to a point in the Northerly line of aforesaid land conveyed to National Retail Properties, LP;

Thence North $00^{\circ}20'34''$ West, continuing along said Westerly line a distance of 1158.45 feet to the place of beginning and containing 3.9977 acres (174,140 square feet) of land, as described by Stephen Hovancsek & Associates, Inc., in February, 2024 under the direction of Thomas Cappello, Registered Surveyor No. 7880, State of Ohio, be the same more or less but subject to all legal highways. The basis of bearing for this description being as established on the aforesaid Dedication Plat for Orange Place recorded in Volume 210, Page 30 of Cuyahoga County Map Records.

AN ORDINANCE AUTHORIZING AND DIRECTING THE PAYMENT OF CERTAIN CLAIMS (BILLS) FOR PROFESSIONAL AND OTHER SERVICES; AND DECLARING THIS TO BE AN URGENT MEASURE

BE IT ORDAINED by the Council of the City of Beachwood, State of Ohio, that the Director of Finance is hereby authorized and directed to issue his respective warrants for the following claims, to wit:

Section 1:

For Supplies and Services	May 20, 2024	\$ 53,908.50
GPD	Engineering Services	\$ 24,228.00
Roetzel	Legal Services	\$ 4,254.50
Hennes	Legal Services	\$ 800.00
Fisher, George M. DBA AquaShield	Recreation Dept. Services	\$ 24,626.00

Section 2: It is found and determined that all formal actions and deliberation of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 3: This Ordinance is hereby declared an urgent measure immediately necessary for the public peace, health or safety or the efficient operation of the City; and for the further reason that it is necessary to approve said item and/or services available for use at the earliest possible time, to serve the City of Beachwood and its citizens.

WHEREFORE, this Ordinance shall be in full force and effect from and after the earliest date permitted by law.

Attest: I hereby certify that this legislation was duly adopted on the 20th day of May 2024 and presented to the Mayor.

Clerk

Approval: I have approved this legislation this 21st day of May 2024 and filed it with the Clerk.

Mayor



Remit Payment To:
 PNC Bank C/O Glaus Pyle Schomer Burns & DeHaven
 Lockbox Number 952032
 4100 W 150th St
 Cleveland, OH 44135

RECEIVED

MAY 07 2024

FINANCE DEPT

Invoice

City of Beachwood
 Attn: Larry Heiser, Finance Director
 accounts@beachwoodohio.com
 25325 Fairmount Blvd.
 Beachwood, OH 44122

April 16, 2024
 Invoice No: 2023119.05 - 11R

Invoice Total \$23,979.50

Project 2023119.05 Beachwood -Timberlane-Green Construction
 P.O.#2023-01261 \$155,000.00

Professional Services from February 24, 2024 to March 29, 2024

Task 100 Construction Admin.
Professional Personnel

	Hours	Rate	Amount	
Project Principal				
Ciuni, Joseph	23.00	148.50	3,415.50	
Hewitt, James	4.50	148.50	668.25	
Design Engineer				
Libert, Alicia	44.50	105.50	4,694.75	
Totals	72.00		8,778.50	
Total Labor				8,778.50

Reimbursable Expenses

Other Reimbursable Exp.				
3/18/2024 C & K Industrial Services, Inc. Prof. Services			4,050.00	
Total Reimbursables			4,050.00	4,050.00
			Total this Task	\$12,828.50

Task 200 Inspection
Professional Personnel

	Hours	Rate	Amount	
Inspector				
Cortes, Hector	177.00	63.00	11,151.00	
Totals	177.00		11,151.00	
Total Labor				11,151.00
			Total this Task	\$11,151.00

Billing Limits

	Current	Prior	To-Date
Total Billings	23,979.50	51,012.50	74,992.00 ✓
Limit			155,000.00
Remaining			80,008.00

SUC
APPROVED FOR PAYMENT

BY: [Signature]
 DATE: 4-30-24 Net 30 days.
 P/O: 2023-01261

Project	2023119.05	Beachwood -Timberlane-Green Construction	Invoice	11R
			Total this Invoice	<u>\$23,979.50</u>

M

Outstanding Invoices

Number	Date	Balance
10	3/8/2024	12,455.50
Total		12,455.50

Billings to Date

	Current	Prior	Total
Labor	19,929.50	51,012.50	70,942.00
Expense	4,050.00	0.00	4,050.00
Totals	23,979.50	51,012.50	74,992.00

GPD Associates Invoices
 BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
04/14/23	2023119.05-1	2023119.05	03/31/23	SERVICE	\$4,516.75
05/12/23	2023119.05-2	2023119.05	04/28/23	SERVICE	\$5,162.00
06/09/23	2023119.05-3	2023119.05	05/26/23	SERVICE	\$2,126.00
09/08/23	2023119.05-4	2023119.05	08/25/23	SERVICE	\$222.00
10/13/23	2023119.05-5	2023119.05	09/29/23	SERVICE	\$4,994.50
11/10/23	2023119.05-6	2023119.05	10/27/23	SERVICE	\$609.50
12/08/23	2023119.05-7	2023119.05	11/24/23	SERVICE	\$2,325.00
12/31/23	2023119.05-8	2023119.05	12/31/23	SERVICE	\$8,074.75
01/31/24	2023119.05-9	2023119.05	01/26/24	SERVICE	\$10,526.50
03/08/24	2023119.05-10	2023119.05	02/23/24	SERVICE	\$12,455.50
04/12/24	2023119.05-11R	2023119.05	03/29/24	SERVICE	\$23,979.50

\$74,992.00

C & K INDUSTRIAL SERVICES INC
 5617 SCHAAF ROAD
 INDEPENDENCE, OH 44131
 216 642-0055



Invoice 209341

Bill to: GPD GROUP 520 S. MAIN STREET SUITE 2531 AKRON, OH 44311	
--	--

Invoice #: 209341 Date: 03/18/2024 Payment Terms: PWP/NET 120 soonest Customer Code: GPDGRO	Customer P.O. #: Salesperson: COMPANY ACCOUNT
--	--

Remarks: GPD-GREEN RD STORM CCTV WO# 209341

Quantity	Description	U/M	Unit Price	Extension	Tax
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WORK DATE: 3/12/24
 SERVICE RECEIPT #: G386468
 GREEN ROAD SEWER INSPECTION

9.000	3 MAN CCTV W/LATERAL LAUNCH	HR	450.00	4,050.00	Y
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Subtotal:	<u>4,050.00</u>
Sales Tax:	<u>-324.00</u>
Total:	<u>4,374.00</u>

23864 4,050.00
 529 IR

Approved By: David DiCesare
 Date: 3/19/24
 Job Number: 2023119.05
 Task Number: 100
 Subtask Number: 10000
 Job Name: Beachwood - Timberlane/Green Construction

RECEIVED

MAY 07 2024

FINANCE DEPT

Invoice



Remit Payment To:
PNC Bank C/O Glaus Pyle Schomer Burns & DeHaven
Lockbox Number 952032
4100 W 150th St
Cleveland, OH 44135

City of Beachwood
Attn: Michelle Kaplan
michelle.kaplan@beachwoodohio.com
P.O. Box 22659
Beachwood, OH 44122

April 12, 2024
Invoice No: 2023119.91 - 10

Invoice Total \$248.50

Project 2023119.91 Beachwood - RRFB/School Flasher Design
P.O. #2023-01043
Max Not to Exceed \$29,742.00

Professional Services from February 24, 2024 to March 29, 2024

Task 151 Design
Professional Personnel

Table with columns: Hours, Rate, Amount. Rows include CAD Drafter Lessiter, Matthew, Totals, Total Labor, and Total this Task.

Table with columns: Current, Prior, To-Date. Rows include Billing Limits (Total Billings, Limit, Remaining) and Total this Invoice.

Outstanding Invoices

Table with columns: Number, Date, Balance. Row includes invoice number 9 dated 3/8/2024 with balance 284.00.

APPROVED FOR PAYMENT
BY: [Signature]
DATE: 4-30-24
P/O: 2023-01043

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
05/12/23	2023119.91-1	2023119.91	04/28/23	SERVICE	\$3,019.50
06/08/23	2023119.91-2	2023119.91	06/08/23	SERVICE	\$6,471.50
07/14/23	2023119.91-3	2023119.91	06/30/23	SERVICE	\$7,088.50
08/11/23	2023119.91-4	2023119.91	07/28/23	SERVICE	\$1,409.50
08/30/23	2023119.91-5	2023119.91	08/25/23	SERVICE	\$4,043.00
10/13/23	2023119.91-6	2023119.91	09/29/23	SERVICE	\$6,435.50
11/10/23	2023119.91-7	2023119.91	10/27/23	SERVICE	\$240.00
02/09/24	2023119.91-8	2023119.91	01/26/24	SERVICE	\$497.00
03/08/24	2023119.91-9	2023119.91	02/23/24	SERVICE	\$284.00
04/12/24	2023119.91-10	2023119.91	03/29/24	SERVICE	\$248.50

\$29,737.00

REMIT TO ADDRESS:

222 S. Main Street
Akron, Ohio 44308-1500
PHONE (330) 376-2700
FAX (330) 376-4577
RAMAIL@RALAW.COM

FEDERAL TAX ID [REDACTED]

REMITTANCE PAGE

For Professional Services Rendered

Email to: accounts@beachwoodohio.com
CITY OF BEACHWOOD
25325 FAIRMOUNT BLVD.
BEACHWOOD, OH 44122

PLEASE INDICATE INVOICE
NUMBER ON REMITTANCE

Invoice: 1452604
Client/Matter: 144096.0005
Billing Atty: RTH
April 27, 2024

Re: SPECIAL LEGAL SERVICES

Invoice Total

\$ 4,254.50

GO GREEN!

TO RECEIVE INVOICES BY EMAIL ONLY,

EMAIL US AT ramail@ralaw.com

Remit To Address:
Roetzel & Andress, LPA
222 S. Main Street
Akron, OH 44308-1500

Please Note New Wiring Instructions



APPROVED FOR PAYMENT

BY: [Signature]

DATE: 5/3/2024

P/O: 2024-00652

RECEIVED

MAY 07 2024

FINANCE DEPT



HENNES
COMMUNICATIONS

CRISIS MANAGEMENT | CRISIS COMMUNICATIONS
LITIGATION COMMUNICATIONS | MEDIA TRAINING

Terminal Tower | 50 Public Square, Suite 3200 | Cleveland, Ohio 44113 | tel: 216-321-7774

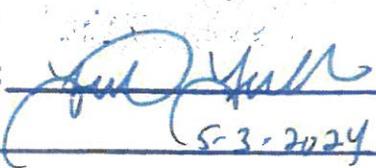
33 Marz Blvd. | Akron, Ohio 44333 | tel: 330-310-9290

www.crisiscommunications.com

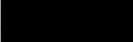
Invoice

Tina Turick
City of Beachwood
25325 Fairmount Blvd.
Beachwood, OH 44122

Invoice #	Date
4593	2/1/2024
P.O. No.	Terms
	Net 30

Hours	Professional Services	Rate	Amount
2.0	Bruce Hennes - Consulting	400.00	800.00
<p>APPROVED</p> <p>SIGNATURE </p> <p>DATE <u>5-3-2024</u></p>			
<p>Hennes Communications reserves the right to assess late fees as stated in the signed contract: "Any delinquent fees due HC within net thirty (30) days from receipt, shall carry interest at the rate of 10% per annum."</p>			

Please make check payable to Hennes Communications LLC.
Remit to: 50 Public Square, Suite 3200; Cleveland, Ohio 44113

Our Federal Employer I.D. is 

Balance Due	\$800.00
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01/01/2024 to 01/31/2024

Beachwood, City of

Personnel	Date	Description	Hours
<hr/>			
Consulting			
■ Hennes, Bruce	01/23/2024		1.50
Hennes, Bruce	01/26/2024		0.50
			2.00

Products, LLC

43082 US

eRenu.com

APPROVED FOR PAYMENT

BY:

DATE:

4/16/24

P/O:

2024-0110

RECEIVED

APR 22 2024

FINANCE DEPT

INVOICE

I DO HEREBY CERTIFY THERE ARE (AND WERE AT TIME OF RENDERING OF SERVICES) SUFFICIENT FUNDS LAWFULLY APPROPRIATED OR IN THE PROCESS OF COLLECTION TO SUPPORT THE PROPOSED EXPENDITURE REFERENCED IN THE ATTACHED DOCUMENT

2AH

BILL TO: City of Beachwood, 25325 Fairmont Blvd., Beachwood, OH 44122 US
SHIP TO: City of Beachwood, 25325 Fairmont Blvd., Beachwood, OH 44122 US
SHIP VIA: TRACKING#
LTL: TBD
INVOICE: 222949
DATE: 04/09/2024
DUE DATE: 04/16/2024

PURCHASE ORDER: DEREK SCHROEDER
PROJECT: WATER SLIDE MAINT/PAINTING
PROPOSAL #: 210292.1.24.WS.1

Table with 6 columns: DATE, PRODUCT, DESCRIPTION, QTY, RATE, AMOUNT. Rows include SERVICES (RESURFACE INTERIOR RIDE PATH), Maintenance Service Contract (YEAR 1 OF 3 YEAR ANNUAL MAINTENANCE PROIGRAM), ColorShield UV4 (Light Blue, Dark Blue, PART B), CermaShield Wax, SlideCaulk 291, SlideDetergent, AquaSeal - Gallon, SlidePrep.

Approved
2AH 4/23/24
Finance Director



APPROVED FOR PAYMENT

BY:
DATE:
Your order will ship via UPS upon receipt of your payment. You may pay by credit card by clicking "REVIEW and PAY" and entering your credit card information. The tracking # shown on the invoice.

BALANCE DUE \$24,626.00

1h

P/O:
We Also Sell AQUATIC LANDING PADS!
Page 1 of 2

INTRODUCED BY:

RESOLUTION NO. 2024-12

A RESOLUTION TO ACCEPT THE COLLECTIVE BARGAINING AGREEMENT IN THE MATTER OF THE CITY OF BEACHWOOD, OHIO AND LABORERS' LOCAL 860 (BUILDING DEPARTMENT); AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the parties met and have now reached an agreement that was ratified and approved by members of the Laborers' Local 860 (Building Department) and is now being submitted to this Council for its consideration and acceptance on behalf of the City of Beachwood;

WHEREAS, the administration and the legislative body have determined the collective bargaining agreement to be acceptable, as a whole, in consideration of the interests of the City of Beachwood and the interest and welfare of the public; further, acceptance of the agreement is acceptance only as to specified wages, hours, terms and other conditions of employment for bargaining unit employees and shall not be construed to establish fixed staffing levels, nor require specific departmental funding requirements.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio, that:

Section 1: The Council of the City of Beachwood, Ohio hereby accepts the collective bargaining agreement, and authorizes the Mayor to enter into and execute a new Collective Bargaining Agreement with Laborers' Local 860 (Building Department), which is attached hereto and incorporated herein as Exhibit "A".

Section 2: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 3: This Resolution is declared to be an urgent measure immediately necessary for the public peace, health or safety or the efficient operation of the City; and for the further reason that action is necessary within fourteen (14) days of the agreement being reached consistent with the provisions of ORC Section 4117.10(B); wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

RESOLUTION NO. 2024-12

WHEREFORE, this Resolution shall be in full force and effect from and after the earliest date permitted by law.

Attest: I hereby certify that this legislation was duly adopted on the ___ day of _____, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the ___ day of _____, 2024.

Clerk

Approval: I have approved this legislation this ___ day of _____, 2024 and filed it with the Clerk.

Mayor

AGREEMENT

BETWEEN THE

CITY OF BEACHWOOD, OHIO

AND

LABORERS' LOCAL 860 (BUILDING DEPARTMENT)

EFFECTIVE UPON EXECUTION THROUGH
OCTOBER 31, 2026

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PREAMBLE/PURPOSE

Section 1. This Agreement, entered into by the City of Beachwood hereinafter referred to as the " Employer" or "City," and the Laborers' Local 860, hereinafter referred to as the "Union."

Section 2. It is the intent of the parties hereto to set forth the understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 1 RECOGNITION

Section 1. Laborer's Local 860 is recognized as the sole and exclusive representative for the bargaining unit of all full-time Building Inspectors and Housing Inspectors working for the City of Beachwood as certified by the State Employment Relations Board forth in, 2017-REP-080089, on December 14, 2017.

Section 2. Excluded from the Bargaining Unit are all other City employees, including managers, supervisors, temporary and confidential employees as defined by Ohio Revised Code section 4117.01.

ARTICLE 2 MANAGEMENT RIGHTS

Section 1. Management Rights. The Employer's exclusive rights shall include, but shall not be limited to, the following except as expressly limited by the terms and conditions set forth in this Agreement:

- A. the right to manage the operations; control the premises;
- B. direct the working forces; maintain efficiency of operations;
- C. the sole right to hire, discipline, and discharge for just cause;
- D. lay off and promote; to promulgate and enforce reasonable employment rules and regulations;
- E. to reorganize, discontinue, or enlarge any department or division;
- F. to transfer employees (including the assignment and allocation of work to regular, summer and part time employees) within departments or to other departments;
- G. to introduce new and/or improved equipment, methods, and/or facilities;
- H. to determine work methods;
- I. to determine the size and duties of the work force;

- J. the number of shifts required, and work schedules;
- K. to establish, modify, consolidate, or abolish jobs (or classifications); and
- L. to determine staffing patterns, including, but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required, and areas worked, lunch periods and leave of absence, subject only to the restrictions governing the exercise of these rights as are expressly provided herein, but are subject to the restrictions and regulations governing the exercise of those rights as provided in this contract.

ARTICLE 3 NON-DISCRIMINATION

Section 1. The Employer and the Union agree not to interfere with the desire of any person to become or remain a member of Laborer's Local 860.

Section 2. All references to employees in this Agreement designate both sexes, and wherever a male gender pronoun is used, it shall be construed to include male and female employees.

ARTICLE 4 LABOR MANAGEMENT COMMITTEE

Section 1. The parties agree to establish a joint Labor-Management Committee of two (2) members of the bargaining unit representing the Union, and up to three (3) persons representing the City. The parties shall meet at mutually agreeable times within forty-eight (48) hours of the request. However, upon the request of one party, the meeting shall be rescheduled to a time not longer than seven (7) calendar days. Additional extensions may be agreed upon by the parties to permit the attendance of necessary individuals. The Committee shall meet on an annual basis or as otherwise agreed by the parties. The parties agree to meet at a mutually agreeable date, time and location. Committee members shall suffer no loss of pay for time spent at Labor-Management Meetings during their regularly scheduled work hours. Regularly scheduled work hours shall be at the employee's scheduled work hours on the date of the meeting.

Section 2. Subjects for discussion may include, but are not limited to the following:

- A. Matters related to the agreement;
- B. Safety and health concerns, including accident review, methods to prevent accidents improving safety rules, practices, policies, and equipment; and
- C. Methods for improving productivity.

Section 3. Labor management meetings are not intended to be negotiation sessions to alter or amend the Agreement, unless upon mutual agreement of the parties.

**ARTICLE 5
UNION REPRESENTATION**

Section 1. Employees who are selected by the Union to act as Union representatives for the purpose of processing grievances under the Grievance Procedure shall be known as “Stewards.” Each Steward shall have an alternate who shall act as Steward only when the regular Steward is absent from work. The Union shall inform the City of the names of all Union representatives.

Section 2. The City shall recognize one (1) Chief Steward and one (1) Assistant Steward for the Building Department. The Chief Steward shall represent employees and shall be the designated Union representative on all matters pursuant to this Contract. The Assistant Steward shall be recognized when the Chief Steward is absent or otherwise not available.

Section 3. Stewards shall be permitted to investigate and process grievances, represent employees in predisciplinary conferences and investigatory interviews, and handle other related Union business during normal work hours. Stewards shall be permitted a reasonable amount of time without loss of pay to investigate and process grievances and conduct other related Union business. Stewards shall be permitted to attend investigatory interviews and predisciplinary conferences without loss of pay. Stewards shall notify supervisors prior to leaving their work areas and shall conduct Union business in such a manner to minimally impact work production. Stewards are expected to perform their job duties and to meet the performance expectations of their jobs. In no event shall time spent representing employees, writing grievances, or investigating grievances be considered as overtime or paid time outside the employee's regular working hours. The Employer agrees that any interview or predisciplinary conferences shall be scheduled during regular work hours.

Section 4. Non-employee representatives of the Union shall be admitted to the Employer's facility for the purpose of processing grievances, attending meetings, or for monitoring the administration of this Agreement at reasonable times during working hours. The Employer shall facilitate any necessary contact between the representative and an on-duty bargaining unit member, provided that arrangement of the contact is not unduly disruptive of the employee's job responsibilities.

**ARTICLE 6
NO STRIKE, NO LOCKOUT**

Section 1. During the term or extended term of the Agreement or during the tendency of a mutually agreed upon settlement procedure, the Union, its officers, representatives, stewards, members and all other employees subject to the terms of this Agreement shall not instigate or engage in a strike, work stoppage, concerted refusal of overtime, work slowdown or any other interference with or interruption of the operations of the City. Should such actions occur the Union shall take affirmative action or steps to stop the illegal strike activity.

Section 2. In consideration of the Union's commitment as set forth in Section I of this Article, the Municipality agrees that it shall not lock out employees during the term or extended term of the Agreement.

Section 3. This Agreement does not deny the right of the Union or its representatives to render lawful assistance to other labor organizations so long as the assistance does not interfere with the employee's job responsibilities.

**ARTICLE 7
GRIEVANCE AND ARBITRATION PROCEDURE**

Section 1. A grievance is a dispute or difference between the Union and the City, concerning the interpretation and/or application of any provision of this Agreement and any disciplinary actions. The Union may file a group grievance in those situations affecting a group of employees in the same manner and each employee affected shall be identified in the grievance. Any such group grievance may be filed directly at Step 2, but a copy of the grievance shall be provided to the Service Director.

Section 2. Steps. When any such grievance arises, the following procedure shall be followed:

Step 1. If the employee believes he/she has a grievance, grievant and the Chief Steward must first discuss the grievance orally with the Building Commissioner within ten (10) calendar days after the event or after he/she should have knowledge of the event. Nothing herein shall prevent the employee from verbally meeting with his/her supervisor to informally resolve any difference.

Step 2. If the grievance is not resolved at Step 1, the grievant shall within ten (10) days of the initial meeting with the Building Commissioner file a written grievance, setting forth the complete details of the grievance, i.e., the facts upon which it is based, the approximate time of the occurrence, the relief or remedy requested, which shall be dated and signed by the employee and the Chief Steward. The Mayor, or his designee, shall within twenty (20) calendar days conduct a hearing with the employee, the Chief Steward and representative of the Union, and thereafter shall give a written answer within twenty (20) calendar days of said hearing.

Step 3. If the grievance is not satisfactorily settled at Step 2, the Union may submit the grievance to Arbitration by notifying the Mayor in writing of its intent to do so within thirty (30) days after the Step 2 answer was issued.

A. If the City and the Union cannot agree upon an impartial arbitrator the Union shall submit a joint request to the Federal Mediation and Conciliation Service (FMCS) for a list of nine (9) Ohio-domiciled, National Academy Certified arbitrators within sub-regional designation, within twenty (20) days of the date of the letter of intent to arbitrate, with a copy of such request delivered to the Employer. In the event the letter of intent or the referral to arbitration is not submitted within the time limits prescribed, the grievance shall be considered resolved based upon the Step 2 reply.

- B. Once the panel of arbitrators is submitted to the parties, each party shall have twenty-one (21) calendar days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the FMCS. In the event that a party fails to return a ranked list to FMCS within the specified time period, the other party shall have his top preference appointed.
- C. The arbitrator's decision and award shall be in writing and will state the rationale for the decision. The arbitrator selected shall have no authority to add to, subtract from, or modify in any way the provisions of this Agreement.
- D. The fees and the expenses of the arbitrator and the Federal Mediation and Conciliation Service shall be borne equally by the parties. The fees of a court reporter shall be paid by the party asking for one; however, such fee shall be split equally if both parties desire a reporter or request a copy of the transcript.

Section 4. The Chief Steward must be present for all meetings between the employee and the Building Commissioner.

Section 5. This procedure shall not apply in such a manner as to increase or decrease compensation or benefits in any form inconsistent with the contract and shall not apply to compel either party to adopt a new contract or change its terms after the expiration date of this contract.

Section 6. To be considered valid, a grievance must be made and filed as set forth in this Agreement. A grievance which is not timely filed under this provision shall be considered void. Where a grievance is originally filed in a timely manner and the City fails to answer it within the prescribed time period at any particular step, then the grievance shall automatically proceed to the next step of the grievance procedure.

Once a grievance is originally timely filed, the parties may by mutual agreement extend the time in which to answer it or to appeal it to the next step. The parties may also, by mutual agreement, agree to skip any step of the grievance procedure in order to promote the expeditious resolution of any grievance.

Section 7. The grievance procedure set forth in this Article shall be the sole and exclusive method for resolving matters which constitute grievances under this Agreement. Any decisions, results, or settlements reached under the terms of this grievance procedure, whether reached by an arbitrator's decision or at any pre-arbitration step of the procedure, shall be final, conclusive, and binding on the City, the Union and the members of the Union, appealable only as provided in Chapter 2711 of the Ohio Revised Code.

Section 8. Pre-arbitration Meetings. Either party may request in writing a pre-arbitration meeting and a meeting shall be conducted within thirty (30) days of the demand for arbitration. Such meeting shall be for the purpose of discussing the merits of the grievance, to exchange lists of witnesses (with a description of testimony expected) to exchange copies of any documents expected to be used in the arbitration hearing, and to agree upon a statement of the issue. A meeting shall be scheduled for a date no later than fourteen (14) calendar days after receipt of request for a pre-arbitration meeting, unless the parties agree otherwise.

ARTICLE 8 DISCIPLINARY ACTION

Section 1. A non-probationary employee who could be demoted, suspended or discharged as a result of disciplinary action must be given written notice of potential disciplinary action within fourteen (14) work days after the City has knowledge of the conduct for which the employee might be disciplined. Such notice may be given either directly to the employee or to the Union Steward. At the time of such action, the employee shall have the right to Union representation.

Section 2. Predisciplinary Conference. In the event that an employee is to be given disciplinary action for behavior or conduct which warrants a suspension, removal, or other discipline resulting in loss of pay, a predisciplinary conference between the employee and the Employer shall be arranged. The employee shall be provided written notice of the charges against him no later than seventy-two (72) hours prior to the predisciplinary conference. The employee may have a Union representative or a Union official present at the predisciplinary conference. The employee shall be responsible for notifying the Union representative or Union official. Where a Union official is representing an employee in a predisciplinary conference, the steward may also attend without loss of pay. When the nature of the offense is such that immediate disciplinary action is required, the Employer may, at its discretion, place an employee on administrative leave with pay until a determination regarding discipline is made. The employee may waive, in writing, the predisciplinary conference.

Section 3. Imposition of Discipline. The Employer shall give notice to the employee of the imposition of any disciplinary action in writing. Such written notice shall become a part of the employee's personnel file with one (1) copy to the employee and one (1) copy to the Local Union. Any suspension shall be for a specific number of days on which the employee would be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as work days for the purpose of suspension. Any employee who has been suspended or discharged will be given the opportunity to meet privately with the Steward before being required to leave the premises, except where disruptive behavior or other exigent circumstances may necessitate immediate removal.

Section 4. Duration of Discipline.

- A. Reprimands shall cease to have force and effect for purposes of progressive discipline after two (2) years from the date of issuance.
- B. A suspension of one (1) or more working days ceases to have force and effect for purposes of progressive discipline after two (2) years from the date of the issuance.
- C. A notation shall be added to the employee's personnel file when any discipline has been withdrawn, when it ceases to have force and effect, or when any grievance with respect to the discipline is sustained by the Employer or an arbitrator.

Section 5. The Building Commissioner shall have the authority to administer all discipline, which shall be appealable as set forth in Steps 2 and 3 above for grievances. Disciplinary action shall generally be applied in a progressive manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct.

Section 6. Appeal of Disciplinary Action. An employee subject to suspension, demotion or termination shall have the right of appeal the disciplinary action directly to Step 2 of the grievance procedure and said grievances may be arbitrated. All discipline that does not result in loss of pay or position may be appealed up to Step 2 of the grievance procedure.

**ARTICLE 9
WAGES AND OTHER COMPENSATION**

Section 1. Effective upon execution, employees covered by this Agreement shall be paid in accordance with their classification based upon the following hourly rate schedule and effective dates, and in accordance with the agreement of the parties with regard to the placement of individual employees on the wage scale.

Building Inspector		11/1/2023	11/1/2024	11/1/2025
		4%	3.75%	3.5%
0-12 Months		\$30.60	\$31.74	\$32.86
13-24 Months		\$32.77	\$34.00	\$35.19
25-36 Months		\$35.06	\$36.37	\$37.65
37-48 Months		\$37.50	\$38.91	\$40.27
49-60 Months		\$40.14	\$41.65	\$43.11
After 7 Years		\$40.89	\$42.43	\$43.91
After 10 Years		\$41.01	\$42.54	\$44.03
After 13 Years		\$41.09	\$42.63	\$44.12
After 16 Years		\$41.18	\$42.73	\$44.22
After 19 Years		\$41.28	\$42.83	\$44.32
After 22 Years		\$41.37	\$43.92	\$44.42
After 25 Years		\$41.46	\$43.02	\$44.53

Housing Inspector		11/1/2023	11/1/2024	11/1/2025
		4%	3.75%	3.5%
0-12 Months		\$25.20	\$26.14	\$27.06
13-24 Months		\$26.96	\$27.97	\$28.95
25-36 Months		\$28.86	\$29.94	\$30.99
37-48 Months		\$30.87	\$32.02	\$33.15
49-60 Months		\$33.02	\$34.26	\$35.46
After 7 Years		\$33.77	\$35.04	\$36.26

After 10 Years		\$33.86	\$35.13	\$36.36
After 13 Years		\$33.98	\$35.25	\$36.48

After 16 Years		\$34.06	\$35.34	\$36.57
After 19 Years		\$34.14	\$35.42	\$36.66
After 22 Years		\$34.25	\$35.53	\$36.78
After 25 Years		\$34.34	\$35.63	\$36.88

Section 3. New employees shall be assigned to the starting rate and shall advance to the next succeeding pay step during the pay period which includes their anniversary date of hire as a full-time employee of the department. New hires may be placed in a higher step for competitive reasons based on years of experience or qualifications. Employees within the first five (5) years of the wage schedule advance to the next step on anniversary date. After an employee is at the after seven (7) year rate, step increases shall occur every three (3) years in accordance with service credit. The parties acknowledge that longevity has been incorporated into the above wage scales.

Section 4. Employees who are promoted shall be placed in a step which guarantees a minimum of a five percent (5%) increase.

Section 5. Lump Sum Payment for Retroactive. All retroactive wages shall be paid as a single lump sum payment to be paid no later than two (2) pay periods after execution of the Agreement. The 2023 wages shall be retroactive to the first pay period after November 1, 2023.

Section 6. Certification Pay. Upon the receipt and maintenance of more than two (2) of the following certifications, payment in the sum of one thousand dollars (\$1,000.00) shall be made to each bargaining unit member. Effective in 2021, Building Inspectors receiving and maintaining any of the following certifications shall receive a one thousand dollar (\$1,000.00) annual payment for each certification, up to a maximum of five (5) certifications (maximum benefit of \$5,000.00 annually). Said payments shall be made no later than May 1 of each calendar year:

Commercial

Residential

Class III
 Electrical
 Plumbing
 Medical Gas
 Class I

Residential Plans Examiner
 Residential Building Inspector
 Residential Building Official

Housing Inspector Residential Plans Examiner
 Residential Building Inspector

**ARTICLE 10
 HOURS OF WORK AND OVERTIME**

Section 1. This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or workweek for the purpose of promoting efficiency or improving services, from establishing the work schedules of employees, or establishing part-time positions. If the Employer exercises its right to restructure the normal workday, workweek, or changes or adds a shift, the Employer shall provide employees the opportunity to volunteer to work the new workday, workweek or shift on the basis of seniority. If

an insufficient number of employees volunteer, then the Employer may force employees to work a new workday, workweek or shift on the basis of inverse seniority. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 2. The work period shall begin at 12:01 a.m. on Sunday and continue for seven (7) consecutive calendar days (one hundred sixty eight [168] consecutive hours) ending at 12:00 midnight the Saturday thereafter. Each employee's work schedule shall be determined by the Employer and the Employer shall take into consideration reasonable requests by employees to alter the employee's daily work schedule. The Employer shall not unreasonably deny such requests. The normal work schedule for full-time bargaining unit employees shall consist of forty (40) hours of work performed during the seven (7) day work period, with two (2) consecutive days off.

Section 3. The normal workweek for employees shall be either five (5) consecutive eight (8) hours days or four (4) ten (10) hour days. Employees shall be given fourteen (14) days notice prior to any change to the normal workweek or workday. The normal work schedule shall include a one-half (1/2) hour unpaid lunch period. Lunch periods shall be scheduled by the Employer. Whenever possible, lunch periods shall be scheduled close to the middle of the work day and the one-half (1/2) hour lunch period shall be uninterrupted.

Employees shall be entitled to two (2) paid fifteen (15) minute breaks, one in the morning and one in the afternoon, to be taken by the employees in such a manner as to minimize interruption to the work day. Employees may combine their two (2) breaks with their lunch period, provided they do not otherwise utilize their breaks at any other time during the workday.

Section 4. When an employee is required to work in excess of forty (40) hours during the seven (7) day work period, he shall be paid overtime pay for such time actually worked over forty (40) hours at the rate of one and one-half (1-1/2) times his regular hourly rate of pay. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. For purposes of determining an employee's eligibility for overtime, all hours actually worked by the employee and all paid leave time (i.e., sick, injury, bereavement, vacation personal day, and holiday) will be included.

Section 5. Overtime hours shall not be permitted except in case of emergency or as approved by the Employer. When necessary, overtime shall properly be documented and approved by the Building Commissioner.

Section 6. Mandatory Overtime. Whenever the Building Commissioner, or his designee, determines overtime is necessary to meet the operational needs of the department, any or all employees may be required to work overtime. Mandatory Overtime may take the form of call in or hold over overtime. Holdover overtime shall generally be worked by the employee who is completing the task that incurs the overtime. Call in overtime shall be offered first to full-time employees who are qualified to perform the work by classification and in the order of seniority.

If a sufficient amount of employees do not volunteer for an overtime assignment, the Employer may offer it to qualified employees outside the classification on the basis of seniority. If a sufficient amount of employees do not volunteer to perform an overtime assignment, the Employer may

force employees to perform the overtime assignment in order of inverse seniority. In offering overtime, the Building Commissioner shall make reasonable attempts to equalize overtime, but may also consider the skill levels of the persons assigned to any overtime work.

Section 7. Call In Pay. Whenever approved by the Employer, employees called in to work for any time; period shall be paid for not less than two (2) hours of work, or actual time spent, whichever is greater, at the applicable rate of pay.

Section 8. City Hall Hours. Should the Mayor close City hall early, employees shall not be required to work during the hours of the closure, but shall receive their regular pay for the day.

ARTICLE 11 DUES DEDUCTION/FAIR SHARE FEES

Section 1. The Employer agrees to deduct Union dues and fees from any member of the bargaining unit who provides written authorization for a payroll dues and fees deduction and pay such funds over to the Union as soon as reasonably possible with a list of employees and such pertinent information as the Union may request. The amounts deducted will be remitted to the controller of the Union

Section 2. All bargaining unit employees who do not become or elect not to become members of the Union may voluntarily consent to pay to the Union through payroll deduction, a fair share fee as a contribution toward the administration of this Agreement. An employee is not required to pay fair share fees unless he or she voluntarily consents to do so.

Section 3. The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits or other liability that may arise by reason of any action of the City in complying with provisions of this Article.

ARTICLE 12 PROBATION PERIOD

Section 1. The probation period for new employees other than those referred to in Section 2 shall be one (1) year from the date of hire. During this period, an employee may be terminated by the Building Commissioner at any time during his probationary period and shall have no appeal over such removal.

Section 2. An existing employee who is selected for any bargaining unit position shall not serve a probationary period if the employee has served in the position previously. Any existing employee who is selected for any bargaining unit position who has not served in the position previously shall be considered to have qualified when he completes a probationary period of sixty (60) workdays in the new position. If an existing employee is appointed to a new position and fails to satisfactorily complete the probation period. such employee shall return to the employees' previous job.

**ARTICLE 13
VACATIONS**

Section 1. Accrual and Usage.

- A. Full-time employees are entitled to vacation leave after one (1) year of continuous full-time service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of continuous full-time service with the Employer and is calculated on an accrual basis as follows:

<u>Years of Continuous Service</u>	<u>Vacation</u>	<u>Accrual</u>
After the completion of 1 year	80 hours	3.08 hours per pay
After the completion of 6 years	120 hours	4.62 hours per pay
After the completion of 10 years	160 hours	6.16 hours per pay
After the completion of 17 years	200 hours	7.7 hours per pay

Employees utilizing vacation time may use vacation time in fifteen (15) minute increments, but any vacation time used at the beginning of the work day must be used at a minimum of one (1) hour.

At the year end, any adjustment required due to rounding will be performed to insure that the total hours accrued in the year equal the appropriate annual allotment.

- B. An employee in active pay status¹ may either cash out unused vacation hours at the end of the year, or may carry forward an amount of unused vacation time not to exceed one and one-half (1.5) times his annual allotment. Requests to cash out must be made by the second pay in December and will be paid during the first pay in January of the following year at the rate of pay in effect at the end of the previous year.

Section 2. Scheduling. All vacation time shall be scheduled in accordance with the workload requirements of the Employer and the Employer reserves the right to deny vacation requests if workload requirements so mandate. Requests for vacation leave must be submitted on the appropriate leave form to the Building Commissioner in a reasonable timeframe prior to the days(s) requested off. In the event of an emergency, the City has the authority to suspend, postpone or cancel vacation to meet operational needs.

Section 3. An employee who experiences personal illness or must care for a member of the immediate family who is ill while an employee is on vacation may submit a request to change the vacation time to sick leave. Said request must be submitted with appropriate proof of the illness.

¹ Active pay status occurs when an employee has worked one (1) or more days in a pay period or has requested use of approved leave hours supported by sufficient balances for one (1) or more days in the pay period. An inactive pay status may result from absences arising from claims allowed for workers' compensation, approved administrative leave, or leaves without pay.

Section 4. If a recognized holiday falls within an employee’s vacation leave, the employee shall not be charged with a vacation day for the observed day off for the holiday.

Section 5. If an employee terminates employment prior to taking his vacation, he shall be paid the pro-rated portion of any fully earned by unused vacation leave which he has accrued under Section 1 of this Article. In case of death of an employee, the unused vacation leave shall be paid to his estate or in accordance with Revised Code 2113.04.

Section 6. Effective January 1, 2021, employees shall be given credit, for purposes of calculating vacation time only, for up to three (3) years of prior public service in the State of Ohio, including prior time with the City of Beachwood, or sixty-five percent (65%) of such full-time experience, whichever is greater. Employees claiming such prior public service credit shall notify the City within ninety (90) days of the date of hire or of the date of execution of the 2020-2023 Agreement. Prior to receiving any credit for prior service time, such time must be verified by previous employers. Such verification must be in writing from an individual with fiduciary responsibility in the verifying agency, subdivision or municipality. In the absence of verification from the previous employer, the City may accept a copy of an individual's annual statement from PERS.

**ARTICLE 14
HOLIDAYS**

Section 1. The following days shall be observed as paid holidays by full-time employees of the Building Department in accordance with the schedule established by the Employer. Each employee shall receive eight (8) hours of paid time off on the date designated as the holiday by the Employer. A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday.

- | | |
|-----------------------------|------------------------|
| New Year's Day (January 1) | Labor Day |
| Martin Luther King, Jr. Day | Thanksgiving Day |
| President's Day | Day after Thanksgiving |
| Memorial Day | Christmas Day |
| Juneteenth | |
| Independence Day | |

Effective upon ratification of this Agreement, current employees shall receive an additional eight (8) hours of personal time that must be used by the end of fiscal year 2024. This is a one-time increase and only applies to current employees at the time of ratification. If an employee does not utilize the additionally provided eight (8) hours proscribed by this paragraph by the end of fiscal year 2024, these hours will be deducted from the employee’s balance at that time.

Effective January 1, 2025, current employees shall receive an additional eight (8) hours of personal time that must be used by the end of fiscal year 2025. This is a one-time increase and only applies to current employees as of January 1, 2025. If an employee does not utilize the additionally provided eight (8) hours proscribed by this paragraph by the end of fiscal year 2025, these hours will be deducted from the employee’s balance at that time.

Section 2. Full-time employees who are required to work on the actual holiday shall be paid at the rate of one and one-half (1-1/2) times the employee's straight time hourly earnings in addition to regular holiday pay.

Section 3. Eligible employees must be in an active pay status on the last scheduled day immediately preceding the holiday and the first scheduled day immediately following the holiday in order to be eligible for holiday pay.

ARTICLE 15 PERSONAL DAYS

Section 1. Employees shall be granted twenty-four (24) hours of Personal Leave time each year. Such leave shall be posted to the employee payroll records in the first pay period of the year but shall be prorated in the first and last years of employment. Employees hired at a point subsequent to the posting of the first pay period of the year shall receive credit for a prorated amount of personal leave for the payroll year as follows:

Hired between January 1 and April 30	24 hours
Hired between May 1 and August 31	16 hours
Hired between September 1 and December 31	8 hours

Effective January 1, 2022, employees shall receive an additional eight (8) hours of personal time after six (6) years of continuous employment, and an additional eight (8) hours of personal time after twenty-five (25) years of continuous employment.

Section 2. Personal days may be used for any purpose, including a verified family or personal emergency. The use of personal days is subject to the approval of the Building Commissioner.

Section 3. Personal days must be used in minimum increments of one (1) hour and may be used in fifteen (15) minute increments thereafter.

Section 4. Any unused personal leave remaining to an employee's credit at the end of the payroll year shall be converted to cash and paid with the first paycheck the following year. Any earned but unused personal leave at the time of termination shall be converted to cash and paid with the final paycheck.

ARTICLE 16 MEDICAL BENEFITS

Section 1. Members of the Bargaining Unit shall be entitled to medical coverage, including vision, dental, hearing, and prescription drug coverage, as set forth in the attached Exhibit A. Employees may select from a Health Savings Account Option or a Health Reimbursement Account Option. All bargaining unit members will be required to contribute four percent (4%) of the premium cost toward their health care. The City will maintain an IRS §125 Plan (premium only plan) to make employees' contributions pre-tax.

Section 2. Under the Health Savings Account Option, the City will contribute annually to the member's Health Savings Account in the amounts of two thousand one hundred dollars (\$2,100.00) for individual coverage and four thousand two hundred dollars (\$4,200.00) for family coverage to help offset the deductibles as determined by the Internal Revenue Service (IRS) for Health Savings accounts (HSA) which are qualified high deductible healthcare plans (HDHP). The City may increase deductible rates where such increases are identified by the Internal Revenue Service ("IRS") or by other federal agency directives pertaining to Health Savings Account embedded-deductible plans.

Once the money is deposited in this account the money belongs to the employee. Should an employee go from family coverage to individual coverage during the year the City cannot reclaim money already provided to the member. If an employee is hired or increases coverage during the year the City will deposit funds or additional funds at the following percentages, one hundred percent (100%) if in the first quarter, seventy-five percent (75%) in the second quarter, fifty percent (50%) in the third quarter, and twenty-five percent (25%) in the fourth quarter. If an employee reduces coverage during the year or leaves the employment of the City during the year, a portion of the City's or employee's contribution may become taxable and subject to possible penalties based on IRS limitations. In addition to the amount funded by the City, the employee has the option of depositing additional funds up to the limits established by the IRS. The Health Savings Account shall at all times be subject to the prevailing tax and pension laws. Employees must open a Health Savings Account prior to the City being able to deposit funds. Park National Bank has an arrangement with the City to provide this account without an account fee (checks and other items may have a cost) and the City will assist employees with opening an account with Park National Bank. However, employees are not required to use Park National Bank and are free to use any bank they desire, however they must provide that banking information to the City.

Section 3. The Health Reimbursement Account is only recommended if the member does not qualify for a Health Savings Account under IRS rules; the City's consultant will work with members with special circumstances that may disqualify them from having a Health Savings Account. Under the Health Reimbursement Account the deductibles are \$2,500.00 per individual and \$5,000.00 per family. However, the City will reimburse the member up to \$1,800.00 per individual and \$3,600.00 per family for cost incurred.

Section 4. Wellness Program/Opt Out. Wellness Program/Opt Out. The City 's Wellness Program shall consist of the following three (3) programs:

- A. **Yearly Routine/Preventive Checkups.** Beginning August 1, 2018, each employee and covered spouse (if applicable) will have submitted to a wellness exam during the prior year. The form documenting completion from the doctor's office will go directly to the insurance broker for verification; no information will be forwarded to the City. If an employee and covered spouse (if applicable) do not submit to a wellness exam by the August 1, 2018, deadline, the employee contribution for health care will increase one hundred dollars (\$100.00) per person per month. This increase will be removed the month following verification that the person submitted to a wellness check. The City will hold a wellness clinic at least one (1) time per year in order to assist employees in receiving their most vital health statistics.

- B. **Nicotine Use/Cessation.** Beginning August 1, 2018, each employee and covered spouse (if applicable) will be subject to a one hundred dollar (\$100.00) per person per month increase to the employee contribution for health insurance if the employee and/or spouse use nicotine products. All employees and spouses (if applicable) will be required to complete an affidavit confirming they are not nicotine users. For nicotine users, the City will support nicotine cessation alternatives.
- C. **Insurance Opt Outs for Alternate Coverage.** An employee may elect to opt out of coverage under the City's Healthcare benefits plans. The City shall pay six hundred dollars (\$600.00) per month to any married employee who waives City healthcare benefits completely. The City shall pay three hundred dollars (\$300.00) per month to a married employee whose spouse waives City healthcare benefits completely. The City shall pay three hundred dollars (\$300.00) per month to any single employee who waives City healthcare benefits completely. Proof of alternative coverage must be submitted to the City in order to qualify for the payments.

Section 5. The City shall provide group term life insurance for each employee on the same terms and conditions as provided to non-bargaining employees pursuant to the Salary Ordinance. The City shall withhold any applicable income tax for any benefit considered to be a taxable benefit.

ARTICLE 17 SALARY REDUCTION

Section 1. Pension. Pension benefits are established under the laws of the State of Ohio. The City will maintain a "Salary Reduction" plan to permit a reduction in wages so that the City will pay the employees' contribution to P.E.R.S. The plan shall not create any additional costs to the City other than administrative costs.

Section 2. Pension Contribution Protection. In the event that the State increases the employee share of pension contributions and at the same time reduces the City's contribution, the City will make a onetime increase of the employee's wages by the same percentage as the change made by the State, effective as of the date of the change in State law. However, no adjustment will be made to offset an increase in the employee's contribution not offset by a corresponding reduction in the City contribution.

ARTICLE 18 LEAVE OF ABSENCE

Each employee shall have one (1) unpaid leave of absence not to exceed six (6) months for any injury(ies) or illness(es). Such request for a (1) leave of absence and (2) to return to work shall be reasonably supported by medical evidence signed by a doctor.

ARTICLE 19 SICK LEAVE

Section 1. Full-time employees shall accumulate sick leave at the rate of 4.6 hours for every eighty (80) hours worked per year, while in active pay status up to a maximum of one thousand eight hundred (1,800) hours.

Section 2. Employees may request to use sick leave for an absence due to their own illness, medical condition, injury or medical appointment or that of a member of their immediate family. For the purpose of sick leave usage, immediate family is defined as the employee's spouse, parent, child, grandchild, sibling, grandparents, mother-in-law, or father-in-law, or any other relative designated under the provisions of the Family Medical Leave Act.

Section 3. Sick Leave Payout. Any employee who has in excess of one thousand eight hundred (1,800) hours at the end of each payroll year shall be entitled to convert thirty-three and one-third percent (33-1/3%) of the excess hours into a lump sum cash payment. Any excess will be converted into a lump sum cash payment with the first pay of the subsequent year. Conversion of thirty-three and one-third percent (33-1/3%) sick leave to a lump sum cash payment shall terminate any right to any future payment for all sick leave so converted. Upon death or retirement, or if an employee becomes totally disabled, he/she (or his/her estate) shall be entitled to convert fifty-five (55%) of the accumulated but unused sick leave into a lump sum cash payment. Retirement shall be defined to mean eligibility for and receiving retirement benefits from the Public Employees Retirement System of Ohio.

Section 4. Doctor's Report. A doctor's report signed by a physician or dentist shall be presented to the Service Director by an employee missing more than three (3) consecutive days from work for accident or illness, setting forth the conditions which prevented the employee from working, prior to resuming work. Provided, however, if an employee abuses sick leave, i.e., is absent in a manner to establish a pattern or takes sick leave in excess of eighty (80) hours within a one (1) year period, he/she shall be required to bring in a doctor's note on any subsequent absence for a period of twelve (12) months.

Any sick leave used supported by a doctor's note will not be counted towards the eighty (80) hours threshold or used to establish a pattern. The period of twelve (12) months will run from the date the employee is officially notified by the Service Director and/or his designee until the same day the following year. Sick time shall be taken in increments of not less than fifteen (15) minutes. Employees must use sick time at a minimum of one (1) hour, but may use additional sick time in fifteen (15) minute increments.

Any employee who calls off work in the morning with a doctor's appointment scheduled for the same day must bring a doctor's note when returning to work verifying the visit.

Section 5. Any employee hired after the execution of this Agreement shall not be entitled to any previously accumulated sick leave balance for any work performed by any other public employer unless specifically authorized by the Mayor. Any such authorized transfer shall not exceed one thousand five hundred (1,500) hours.

**ARTICLE 20
INJURY LEAVE**

Section 1. When an employee is injured in the line of duty, the employee shall be eligible for paid injury leave not to exceed a total of sixty (60) work days, provided the employee submits to an evaluation for participation in the City's transitional work program and signs a waiver assigning to the City any Workers' Compensation payments (temporary total benefits) the employee would ordinarily receive as the employee's weekly compensation as determined by law for those number of weeks the employee receives benefits under this Article. Injury leave shall not be deducted from sick leave but must be used within nine (9) months of the injury.

Section 2. Any injury suffered in the line of duty must be reported to the Building Commissioner no later than the conclusion of employee's shift on which the injury was suffered.

Section 3. If an employee suffers a work-related injury, and as the result of such injury is not able to perform his/her normal job functions, the City may assign such employee to perform transitional work, upon receipt by the City of a written request by such employee that details the nature of the injury, the current course of treatment, and prognosis for recovery.

- A. "Transitional work" is work that: (i) an injured employee can perform without the risk of injury; (ii) is necessary; and (iii) allows the employee to continue working within the employee's department while he/she makes the transition back to his/her regular work duties and/or normal work schedule.
- B. Transitional work is only offered due to a work-related injury at the discretion of the Employer and shall be reviewed on a case-by-case basis by the Employer. The maximum aggregate duration of transitional work assignments during any given year shall be three (3) months. The Employer may extend said three (3) month transitional period on a case-by-case basis.
- C. Once an employee has been assigned to perform transitional work, such employee shall not be permitted to return to the performance of his/her regular duties and/or normal work schedule until such employee provides the City with a written note or report from a qualified physician indicating that the employee is able to perform his/her normal. work duties and/or normal work schedule.

**ARTICLE 21
BEREAVEMENT LEAVE**

Each full-time employee shall be entitled to paid bereavement leave for a period not to exceed three (3) consecutive days from work due to the death of a spouse, child, stepchild, grandchild, parent, parent-in-law, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, grandparent-in-law, grandparent, or aunts and uncles. Appropriate documentation shall be provided to support the request for paid leave. An employee may take up to an additional two (2) days off without pay for a verified out-of-state funeral. Upon approval of the Building Commissioner, an employee may utilize one (1) day of sick leave in order to attend the funeral of other relatives of the employee not specifically listed herein.

ARTICLE 22
LEAVES PROVIDED BY LAW OR REGULATION

Section 1. Military Leave. All bargaining unit members so entitled shall be granted military leave and afforded return to work rights and benefits in accordance with applicable state and federal law.

Section 2. Family and Medical Leave. Bargaining unit members shall be entitled to Family and Medical Leave in accordance with the law and applicable regulations.

ARTICLE 23
PERSONNEL FILES

Section 1. The City maintains individual personnel files and an employee may be permitted to review his/her file not more than twice a year during working hours with at least a three (3) day written request, or in direct response to a pending grievance. This shall not limit the Union's or employee's rights under the Ohio Public Records law.

Section 2. Should an employee upon review of the personnel file discover material of a negative or derogatory nature, the employee may provide a written and signed comment in rebuttal, mitigation, or explanation of said material, which comment shall remain in the employee's file so long as the negative material remains.

ARTICLE 24
SENIORITY

Section 1. Seniority shall be an employee's uninterrupted length of continuous service with the City commencing with the employee's successful completion of the probationary period.

Section 2. Continuous service and seniority shall be broken when an employee:

- A. resigns;
- B. is discharged;
- C. is laid off for a period of twenty four (24) months;
- D. fails to report to work within seven (7) working days of receipt of notice of recall from layoff, said notice to be provided by certified mail addressed to the employee's last known address as shown on the City's records, unless the employee is unable to work due to a medically proven disability as verified by the City's physician; in that event the employee shall remain eligible for recall for six (6) additional months.

Section 3. The City shall provide the Union with a current seniority list within thirty (30) calendar days after the signing of the Agreement and annually thereafter. The seniority list shall be made up by classification and shall contain, in order of date of hire, the name, department, date of hire, and designation as to full-time or part-time status for each employee. The City shall provide

the Union's Business Agent and Chief Steward with a written list of additions to or deletions from the seniority list, if any, on a quarterly basis.

ARTICLE 25 LAYOFFS/RECALLS

Section 1. Whenever it is necessary for the City to reduce its forces in the Building Department, due to lack of work or lack of funds, employees in the Building Department will be laid off in the following order:

- A. students;
- B. regular full-time employees who have not completed their probationary period;
- C. part-time and seasonal or temporary employees;
- D. regular full-time employees within the classification affected who have completed their probationary period.

Section 2. Regular full-time employees shall be laid off on the basis of their seniority within their classification. When the seniority of two (2) or more employees is equal, employees shall be laid off by the drawing of lots. In the event an employee cannot hold in his present classification, he shall have the right to “bump” an employee with lesser seniority in another classification provided the employee is qualified for the position and has the immediate ability to perform the work.

Section 3. In the event an employee is laid off, he shall receive payment on a prorated basis for any earned but unused vacation and personal holidays not later than the second regular pay day after the layoff.

Section 4. Recall. Employees shall be recalled in the inverse order of layoff from their classification. An employee on layoff will be given ten (10) working days' notice of recall from the date the employee receives notice of the recall. Recall notices shall be sent by certified mail, return receipt requested, to the employee's last known address as shown on the City's records. In the event a job opening occurs in a lower-rated classification, the most senior employee on layoff will be recalled and given the option of accepting the job or not, provided he has the immediate ability and qualifications to perform the work in question. If the employee accepts the job opening, he will have the right to claim his original classification in the event it becomes available within one (1) year.

ARTICLE 26 VACANCIES

Section 1. For the purpose of these provisions, a "vacancy" is defined as a job opening created by an increase in the number of regular jobs available in a particular job classification, a newly created classification, or an opening occurring in an existing classification as a result of promotion, transfer, resignation, discharge, or other termination of employment where the City determines that job is to be filled.

Section 2. Whenever a vacancy occurs within the bargaining unit, unless the agreement permits the Building Commissioner to appoint without posting, notice of such vacancy shall be posted on the employee bulletin board for a period of not less than five (5) consecutive working days, not including the date of posting. During the posting period, anyone within the Department or bargaining unit wishing to apply for the promotional opportunity shall do so by submitting written application to the Building Commissioner. Posting shall contain the requirements as set forth in the job description/classification and the rate of pay.

Section 3. All applications filed in a timely manner will be evaluated by the Building Commissioner within ten (10) working days. The job vacancy shall be filled pursuant to the terms below. Employees who have bid on the vacancy shall be selected according to qualifications, past performance, experience, and seniority of which none of these four (4) measurements will be given more or less weight in the promotional process. In the event that two (2) or more employees are evaluated as equally capable of filling the vacancy, seniority shall prevail.

By the end of the tenth (10th) working day, a notice will be posted showing the name of the applicant selected or indicating no one was selected. If no application is received or none of the applicants meet the minimum qualifications for the job, in the reasonable judgment of the Building Commissioner, the City may fill the job by hiring a new employee.

Section 4. Should an employee fail to qualify in the reasonable judgment of the Building Commissioner during his probationary period for a position acquired through job posting, or during this probationary period voluntarily requests to be relieved of this job, he shall be returned to his former position.

Section 5. If an employee applies for and receives the appointment to a lower paying classification than the employee is in, the employee shall be paid at the applicable hourly rate based on the employee's total years of service with the City, provided the employee has relevant job experience.

ARTICLE 27 WORK RULES

Section 1. The Union recognizes that the City has the right to establish general rules for the operation of the Building Department. Prior to any new rule being implemented, the Building Commissioner shall provide a copy to the Union.

Section 2. No work rules, regulations, policies, or directives may violate any of the written terms of the Agreement. Should the Union believe a work rule, regulation, policy, or procedure violates this Agreement, it may file a grievance.

ARTICLE 28 JURY DUTY

Each member of the bargaining unit who is called for Jury Duty shall be permitted fourteen (14) days service per calendar year with regular pay and benefits. Leaves beyond fourteen (14) days may be accommodated through unused vacation or through an unpaid leave of absence.

**ARTICLE 29
DRUG FREE WORKPLACE AND TESTING**

The parties support the concept of a drug free workplace. With that in mind, the employees agree to abide by the City's Drug Free Workplace Policy.

**ARTICLE 30
UNION LEAVE**

The Chief Steward of the Union may have a leave of absence not to exceed ten (10) days a calendar year to attend Union functions. During such period, no wages or other benefits shall be paid or accrue other than Medical Benefits and Longevity.

**ARTICLE 31
BULLETIN BOARD**

The City shall provide the Union with one (1) enclosed and locked bulletin board in the Service Department at a mutually agreed location. Further, the City shall provide the Union with a mail box in the City Hall.

**ARTICLE 32
CONTINUING EDUCATION**

If continuing education or additional training is required by the City, the City shall pay all costs of such training and shall provide paid time for such training. If an employee desires to obtain additional training which is not required by the City, such training shall be reimbursed based upon the City's educational reimbursement policy as applied to non-bargaining unit employees.

**ARTICLE 33
SEVERABILITY**

In the event that any provision of this Agreement is found to be contrary to law, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect, and the parties shall meet at mutually agreeable times in an attempt to discuss a lawful provision on the same subject matter, if practicable.

**ARTICLE 34
PREEMPTION OF LAW**

Section 1. In accordance with the provisions of Ohio Revised Code section 4117.10 (A), this agreement governs the wages, hours, and terms and conditions of employment for the members of the bargaining unit to the extent provided herein. It is therefore the intent of the parties that the terms and conditions of this agreement specifically preempt and/or prevail over the provisions of any City Ordinances, state law, or civil service rules where such matter has been specifically or generally addressed by this agreement.

Section 2. Notwithstanding the above, where a City ordinance is intended to cover all City employees and the subject matter of the ordinance has not been addressed herein, the ordinance shall apply to the members of this bargaining unit.

**ARTICLE 35
UNIFORMS**

This City shall provide Building Inspectors and Housing Inspectors a one thousand (\$1,000.00) annual uniform allowance for shoes, boots and clothing to be paid on or before March 1st annually. In the first year of this agreement, the uniform allowance shall be paid no later than two pay periods after ratification of the entire collective bargaining agreement by both parties. This uniform allowance amount for each year is not considered “salary” and shall not be included for purposes of retirement benefit calculations or salary increases.

**ARTICLE 36
INTERIM BUILDING INSPECTOR**

Per his discretion, the Director will place Housing Inspectors acquiring Interim Building Inspector status into the Building Inspector wage scale at the step representing the lowest increase representing a minimum of a five percent (5%) increase in pay. Where employees maintain that status and successfully become certified as Building Inspectors, they will advance through the wage scale on their annual anniversary of being placed in the Building Inspector wage scale per the Director's discretion. Such employees shall continue to be entitled to general wage increases granted through this Agreement.

**ARTICLE 37
DURATION**

Section 1. This Agreement represents a complete and final understanding on all bargaining issues between the City and the Union and shall supersede previous Agreements. It shall be effective and remain in full force and effect from the date of ratification until October 31, 2026.

Section 2. If either party desires to modify, amend, or terminate this agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to, nor later than sixty (60) calendar days prior to, the expiration date of this agreement. Such notice shall be by electronic mail pursuant to the rules of the State Employment Relations Board.

**ARTICLE 38
ME TOO CLAUSE**

The City of Beachwood (“City”) and the Beachwood Building Department, Laborers’ International Union of North America, Local 860 (“Union”) hereby agree that if at any time during the term of the parties’ current Collective Bargaining Agreement (effective November 1, 2023 through October 31, 2026) another City of Beachwood bargaining unit(s) received an increase in compensation or an increase in health care benefits that exceeds those included in the 2023-2026 Agreement between the City and the Union, the Union’s bargaining unit members shall receive such additional benefit coincident with it being given to such other City of Beachwood bargaining

unit(s). Employees shall additionally receive any additional holidays that the City recognizes and provides to the City's non-Union employees.

This Article shall be enforceable through the CBA's grievance and arbitration procedure.

Executed this _____ day of _____ 20__, at Beachwood, Ohio.

FOR THE CITY OF BEACHWOOD

FOR LABORERS' LOCAL 860

Mayor Justin Berns



APPROVED AS TO FORM:

21293153 _1 144096.0005

MEMORANDUM OF UNDERSTANDING
HOLIDAY RATE OF PAY

The parties agree that should the agreement reached between the City of Beachwood and Laborers' Local 860 representing the Service Workers bargaining unit provide for a higher method of calculating the rate of compensation for work performed on holidays, said method of calculating the rate of compensation for work performed on holidays shall be applied to this bargaining unit.

CERTIFICATE OF THE DIRECTOR OF FINANCE

To the Mayor/Director of Public Safety:

I hereby certify that the amount required to meet the City's obligations under this contract has been lawfully appropriated and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance.

Larry Heiser
Director of Finance

Date: _____

INTRODUCED BY:

RESOLUTION NO. 2024-13

A RESOLUTION TO ACCEPT THE COLLECTIVE BARGAINING AGREEMENT IN THE MATTER OF THE CITY OF BEACHWOOD, OHIO AND LABORERS' LOCAL 860 (PUBLIC WORKS DEPARTMENT); AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the parties met and have now reached an agreement that was ratified and approved by members of the Laborers' Local 860 (Public Works Department) and is now being submitted to this Council for its consideration and acceptance on behalf of the City of Beachwood;

WHEREAS, the administration and the legislative body have determined the collective bargaining agreement to be acceptable, as a whole, in consideration of the interests of the City of Beachwood and the interest and welfare of the public; further, acceptance of the agreement is acceptance only as to specified wages, hours, terms and other conditions of employment for bargaining unit employees and shall not be construed to establish fixed staffing levels, nor require specific departmental funding requirements.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio, that:

Section 1: The Council of the City of Beachwood, Ohio hereby accepts the collective bargaining agreement, and authorizes the Mayor to enter into and execute a new Collective Bargaining Agreement with Laborers' Local 860 (Public Works Department), which is attached hereto and incorporated herein as Exhibit "A".

Section 2: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 3: This Resolution is declared to be an urgent measure immediately necessary for the public peace, health or safety or the efficient operation of the City; and for the further reason that action is necessary within fourteen (14) days of the agreement being reached consistent with the provisions of ORC Section 4117.10(B); wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

RESOLUTION NO. 2024-13

WHEREFORE, this Resolution shall be in full force and effect from and after the earliest date permitted by law.

Attest: I hereby certify that this legislation was duly adopted on the ___ day of _____, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the ___ day of _____, 2024.

Clerk

Approval: I have approved this legislation this ___ day of _____, 2024 and filed it with the Clerk.

Mayor

AGREEMENT

BETWEEN THE
CITY OF BEACHWOOD, OHIO

AND THE

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA
LOCAL 860
(PUBLIC WORKS)

EFFECTIVE NOVEMBER 1, 2023 THROUGH
OCTOBER 31, 2026

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PREAMBLE/PURPOSE

Section 1. This Agreement is entered into by the City of Beachwood hereinafter referred to as the “Employer” or “City,” and the Laborers’ International Union of North America, Laborers’ Local 860, hereinafter referred to as the ‘ Union.

Section 2. It is the intent of the parties hereto to set forth the understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 1 RECOGNITION

Section 1. Laborers’ International Union of North America, Laborers’ Local 860, is recognized as the sole and exclusive representative for the bargaining unit of all full- time service and maintenance employees working for the City of Beachwood as certified by the State Employment Relations Board in 2017-REP-10-0121, on November 16, 2017. The parties agree to add the job title of “Sewer Laborer” to the bargaining unit and change the title of “HVAC” to “HVAC Laborer” contingent upon SERB’s certification of these modifications.

Section 2. Excluded from the Bargaining Unit are all part-time, temporary and clerical employees, Service Director, Assistant Service Director and Superintendents.

ARTICLE 2 MANAGEMENT RIGHTS

Except as specified otherwise in this agreement, the management and direction of the working force in all its phases are vested and shall remain vested exclusively in the City, and this shall include but shall not be limited to:

- A. the right to manage the operations; control the premises;
- B. direct the working forces; maintain efficiency of operations;
- C. the sole right to hire, discipline, and discharge for just cause;
- D. lay off and promote; to promulgate and enforce reasonable employment rules and regulations;
- E. to reorganize, discontinue, or enlarge any department or division;
- F. to transfer employees (including the assignment and allocation of work to regular, summer and part time employees) within departments or to other departments;
- G. to introduce new and/ or improved equipment, methods, and/ or facilities;
- H. to determine work methods;
- I. to determine the size and duties of the work force;

- J. the number of shifts required, and work schedules;
- K. to establish, modify, consolidate . or abolish jobs (or classifications); and
- L. to determine staffing patterns, including, but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required, and areas worked, lunch periods and leave of absence, subject only to the restrictions governing the exercise of these rights as are expressly provided herein, but are subject to the restrictions and regulations governing the exercise of those rights as provided in this contract.

**ARTICLE 3
NON-DISCRIMINATION**

Section 1. The Employer and the Union agree not to interfere with the desire of any person to become or remain a member of the Union.

Section 2. All references to employees in this Agreement designate both sexes, and wherever a male gender pronoun is used , it shall be construed to include male and female employees.

**ARTICLE 4
UNION REPRESENTATION**

Section 1. Employees who are selected by the Union to act as Union representatives for the purpose of processing grievances under the Grievance Procedure shall be known as “Stewards.” Each Steward shall have an alternate who shall act as Steward only when the regular Steward is absent from work. The Union shall inform the City of the names of all Union representatives.

Section 2. The City shall recognize one (1) Chief Steward and one (1) Assistant Steward for the Service Department. The Chief Steward shall represent employees on all shifts and shall be the designated Union representative on all matters pursuant to this Contract. The Assistant Steward shall be recognized when the Chief Steward is absent or otherwise not available.

Section 3. Stewards shall be permitted to investigate, process grievances, represent employees in predisciplinary conferences and investigatory interviews, and handle other related union business during normal work hours. Stewards shall be permitted a reasonable amount of time without loss of pay to investigate and process grievances and conduct other related union business. Stewards shall be permitted to attend investigatory interviews and predisciplinary conferences without loss of pay. Stewards shall notify supervisors prior to leaving their work areas and shall conduct union business in such a manner to minimally impact work production. Stewards are expected to perform their job duties and to meet the performance expectations of their jobs. In no event shall time spent representing employees, writing grievances, or investigating grievances be considered as overtime or paid time outside the employee's regular working hours. The Employer agrees that any interview or predisciplinary conferences shall be scheduled during regular work hours.

Section 4. Non-employee representatives of the Union shall be admitted to the Employer's facility for the purpose of processing grievances, attending meetings, or for monitoring the administration of this Agreement at reasonable times during working hours. The Employer shall facilitate any necessary contact between the representative and an on-duty bargaining unit member, provided that arrangement of the contact is not unduly disruptive of the employee's job responsibilities.

**ARTICLE 5
GRIEVANCE AND ARBITRATION PROCEDURE**

Section 1. A grievance is a dispute or difference between the Union and the City, concerning the interpretation and/ or application of any provision of this Agreement and any disciplinary actions. The Union may file a group grievance in those situations affecting a group of employees in the same manner and each employee affected shall be identified in the grievance. Any such group grievance may be filed directly at Step 2, but a copy of the grievance shall be provided to the Service Director.

Section 2. Steps. When any such grievance arises, the following procedure shall be followed:

Step 1. If the employee believes he/ she has a grievance, grievant and the Chief Steward must first discuss the grievance orally with the Service Director within ten (10) calendar days after the event or after he/ she should have knowledge of the event. Nothing herein shall prevent the employee from verbally meeting with his/her supervisor to informally resolve any difference.

Step 2. If the grievance is not resolved at Step 1, the grievant shall within ten (10) days of the initial meeting with the Service Director file a written grievance, setting forth the complete details of the grievance, i.e the facts upon which it is based, the approximate time of the occurrence, the relief or remedy requested, which shall be dated and signed by the employee and the Chief Steward. The Mayor, or his designee, shall within twenty (20) calendar days conduct a hearing with the employee, the Chief Steward and representative of the Union, and thereafter shall give a written answer within twenty (20) calendar days of said hearing.

Step 3. If the grievance is not satisfactorily settled at Step 2. the Union may submit the grievance to Arbitration by notifying the Mayor in writing of its intent to do so within thirty (30) days after the Step 2 answer was issued.

A. If the City and the Union cannot agree upon an impartial arbitrator, the Union shall submit a joint request to the Federal Mediation and Conciliation Service (FMCS) for a list of nine (9) Ohio-domiciled, National Academy Certified arbitrators within sub-regional designation, within twenty (20) days of the date of the letter of intent to arbitrate, with a copy of such request delivered to the Employer. In the event the letter of intent or the referral to arbitration is not submitted within the time limits prescribed, the grievance shall be considered resolved based upon the Step 2 reply.

Once the panel of arbitrators is submitted to the parties, each party shall have twenty-one (21) calendar days from the mailing date in which to strike any name to which it objects,

number the remaining names to indicate the order of preference, and return the list to the FMCS. In the event that a party fails to return a ranked list to FMCS within the specified time period, the other party shall have his top preference appointed.

- B. The arbitrator's decision and award shall be in writing and will state the rationale for the decision. The arbitrator selected shall have no authority to add to, subtract from, or modify in any way the provisions of this Agreement.
- C. The fees and the expenses of the arbitrator and the Federal Mediation and Conciliation Service shall be borne equally by the parties. The fees of a court reporter shall be paid by the party asking for one; however, such fee shall be split equally if both parties desire a reporter or request a copy of the transcript.

Section 4. The Chief Steward must be present for all meetings between the employee and the Service Director.

Section 5. This procedure shall not apply in such a manner as to increase or decrease compensation or benefits in any form inconsistent with the contract and shall not apply to compel either party to adopt a new contract or change its terms after the expiration date of this contract.

Section 6. To be considered valid, a grievance must be made and filed as set forth in this Agreement. A grievance which is not timely filed under this provision shall be considered void. Where a grievance is originally filed in a timely manner and the City fails to answer it within the prescribed time period at any particular step, then the grievance shall automatically proceed to the next step of the grievance procedure.

Once a grievance is originally timely filed, the parties may by mutual agreement extend the time in which to answer it or to appeal it to the next step. The parties may also, by mutual agreement, agree to skip any step of the grievance procedure in order to promote the expeditious resolution of any grievance.

Section 7. The grievance procedure set forth in this Article shall be the sole and exclusive method for resolving matters which constitute grievances under this Agreement. Any decisions, results, or settlements reached under the terms of this grievance procedure, whether reached by an arbitrator's decision or at any pre-arbitration step of the procedure, shall be final, conclusive, and binding on the City, the Union and the members of the Union, appealable only as provided in Chapter 2711 of the Ohio Revised Code.

Section 8. Pre-arbitration Meetings. Either party may request in writing a pre-arbitration meeting and a meeting shall be conducted within thirty (30) days of the demand for arbitration. Such meeting shall be for the purpose of discussing the merits of the grievance, to exchange lists of witnesses (with a description of testimony expected), to exchange copies of any documents expected to be used in the arbitration hearing, and to agree upon a statement of the issue. A meeting shall be scheduled for a date no later than fourteen (14) calendar days after receipt of request for a pre-arbitration meeting, unless the parties agree otherwise.

**ARTICLE 6
DISCIPLINARY ACTION**

Section 1. A non-probationary employee who could be demoted, suspended or discharged as a result of disciplinary action must be given written notice of potential disciplinary action within fourteen (14) work days after the City has knowledge of the conduct for which the employee might be disciplined.

Section 2. Disciplinary action taken by the City shall only be for just cause.

Section 3. Predisciplinary Conference. In the event that an employee is to be given disciplinary action for behavior or conduct which warrants a suspension, removal, or other discipline resulting in loss of pay, a predisciplinary conference between the employee and the Employer shall be arranged. The employee shall be provided written notice of the charges against him no later than seventy-two (72) hours prior to the predisciplinary conference. The employee may have a union representative or a union official present at the predisciplinary conference. The employee shall be responsible for notifying the union representative or union official. Where a union official is representing an employee in a predisciplinary conference, the steward may also attend without loss of pay. When the nature of the offense is such that immediate disciplinary action is required, the Employer may, at its discretion, place an employee on administrative leave with pay until a determination regarding discipline is made. The employee may waive, in writing, the predisciplinary conference.

Section 4. Imposition of Discipline. The Employer shall give notice to the employee of the imposition of any disciplinary action in writing. Such written notice shall become a part of the employee's personnel file with one (1) copy to the employee and one (1) copy to the Local Union. Any suspension shall be for a specific number of days on which the employee would be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as work days for the purpose of suspension. Any employee who has been suspended or discharged will be given the opportunity to meet privately with the Steward before being required to leave the premises, except where disruptive behavior or other exigent circumstances may necessitate immediate removal.

Section 5.

- A. Reprimands shall cease to have force and effect for purposes of progressive discipline after two (2) years from the date of issuance.
- B. A suspension of one (1) or more working days ceases to have force and effect for purposes of progressive discipline after two (2) years from the date of the issuance.
- C. A notation shall be added to the employee's personnel file when any discipline has been withdrawn, when it ceases to have force and effect, or when any grievance with respect to the discipline is sustained by the Employer or an arbitrator.

Section 6. Appeal of Disciplinary Action. An employee subject to suspension, demotion, or termination shall have the right of appeal in accordance with Step 2 of the Grievance Procedure.

**ARTICLE 7
WAGES**

Section 1. Wages. Effective November 1, 2013, wages for employees hired prior to May 22, 2002, shall be assessed as follows:

Effective	11/1/2023	11/1/2024	11/1/2025
Mechanics	\$44.62	\$46.29	\$47.91
Crew Leader	\$37.21	\$38.61	\$39.96
Sign Shop Laborer	\$36.34	\$37.70	\$39.02
Laborer	\$34.61	\$35.97	\$37.21
Janitor	\$30.99	\$32.15	\$33.28
Arborist/Laborer	\$37.09	\$38.48	\$39.82

Section 2. Employees hired after May 22, 2002, shall be paid in accordance with the schedules set forth below. Wage advancement takes place on the employee's anniversary date.

Mechanics Effective	11/1/2023	11/1/2024	11/1/2025
Initial Hire	\$39.30	\$40.78	\$42.20
After 1 Year	\$41.69	\$43.26	\$44.77
After 7 Years	\$42.36	\$43.95	\$45.49
After 10 Years	\$42.43	\$44.02	\$45.56
After 13 Years	\$42.52	\$44.11	\$45.65
After 16 Years	\$42.58	\$44.17	\$45.72
After 19 Years	\$42.66	\$44.26	\$45.81
After 22 Years	\$42.74	\$44.35	\$45.90
After 25 Years	\$42.85	\$44.45	\$46.01

Crew Leader Effective	11/1/2023	11/1/2024	11/1/2025
Initial Hire	\$32.39	\$33.60	\$33.78
After 1 Year	\$34.77	\$36.07	\$37.33
After 7 Years	\$35.43	\$36.76	\$38.05
After 10 Years	\$35.51	\$36.84	\$38.13
After 13 Years	\$35.59	\$36.92	\$38.22
After 16 Years	\$35.66	\$37.00	\$38.29
After 19 Years	\$35.74	\$37.09	\$38.38
After 22 Years	\$35.83	\$37.17	\$38.47
After 25 Years	\$35.92	\$37.27	\$38.57

Sign Shop Laborer & Sewer Laborer Effective	11/1/2023	11/1/2024	11/1/2025
Initial Hire	\$31.58	\$32.77	\$33.92
After 1 Year	\$33.97	\$35.24	\$36.47
After 7 Years	\$34.61	\$35.91	\$37.17
After 10 Years	\$34.68	\$35.98	\$37.24
After 13 Years	\$34.77	\$36.07	\$37.33
After 16 Years	\$34.85	\$36.16	\$37.42
After 19 Years	\$34.94	\$36.25	\$37.52
After 22 Years	\$35.02	\$36.33	\$37.60
After 25 Years	\$35.10	\$36.42	\$37.69

Laborer Effective	11/1/2023	11/1/2024	11/1/2025
Initial Hire	\$30.01	\$31.14	\$32.23
After 1 Year	\$32.40	\$33.61	\$34.78
After 7 Years	\$33.05	\$34.29	\$35.49
After 10 Years	\$33.12	\$34.37	\$35.57
After 13 Years	\$33.21	\$34.45	\$35.66
After 16 Years	\$33.28	\$34.53	\$35.74
After 19 Years	\$33.37	\$34.63	\$35.84
After 22 Years	\$33.45	\$34.70	\$35.92
After 25 Years	\$33.54	\$34.80	\$36.02

Janitors Effective	11/1/2023	11/1/2024	11/1/2025
Initial Hire	\$26.27	\$27.26	\$28.21
After 1 Year	\$28.65	\$29.73	\$30.77
After 7 Years	\$29.31	\$30.41	\$31.47
After 10 Years	\$29.38	\$30.48	\$31.55
After 13 Years	\$29.46	\$30.56	\$31.64
After 16 Years	\$29.54	\$30.64	\$31.72
After 19 Years	\$29.63	\$30.74	\$31.82
After 22 Years	\$29.70	\$30.82	\$31.89
After 25 Years	\$29.80	\$30.91	\$32.00

HVAC Laborers Effective	11/1/2023	11/1/2024	11/1/2025
Initial Hire	\$32.39	\$33.60	\$34.78
After 1 Year	\$34.76	\$36.06	\$37.32
After 7 Years	\$35.42	\$36.75	\$38.04
After 10 Years	\$35.51	\$36.84	\$38.13
After 13 Years	\$35.58	\$36.91	\$38.20
After 16 Years	\$35.66	\$37.00	\$38.29
After 19 Years	\$35.74	\$37.09	\$38.38
After 22 Years	\$35.83	\$37.17	\$38.47
After 25 Years	\$35.91	\$37.26	\$38.56

Arborist/Laborer Effective	11/1/2023	11/1/2024	11/1/2025
Initial Hire	\$32.26	\$33.47	\$34.64
After 1 Year	\$34.64	\$35.94	\$37.20
After 7 Years	\$35.30	\$36.62	\$37.90
After 10 Years	\$35.37	\$36.70	\$37.98
After 13 Years	\$35.47	\$36.80	\$38.09
After 16 Years	\$35.54	\$36.87	\$38.16
After 19 Years	\$35.62	\$36.96	\$38.25
After 22 Years	\$35.69	\$37.03	\$38.33
After 25 Years	\$35.78	\$37.12	\$38.42

Note: The above annual general wage increases are:

Retroactive to November 1, 2023 4.00%
Effective November 1, 2024 3.75%
Effective November 1, 2025 3.50%

Each bargaining unit employee shall receive a thirty-four cent (\$0.34) per hour payment as CDL/Janitor pay.

Section 3. New Employees. During probation for newly hired employees, regular pay less two dollars (\$2.00) per hour.

Section 4. Longevity. As of January 1, 2015, the former longevity has been computed into an hourly amount and added to the base pay, and separately paid longevity has been eliminated.

Section 5: Certification Pay. Upon the receipt and maintenance of four (4) or more of the following certifications, payment in the sum of one thousand dollars (\$1,000) shall be made to each bargaining unit member. Certifications shall be obtained in disciplines specific to each bargaining unit member's job duties and those that count towards a bargaining unit member's four (4) for purposes of this section are subject to approval by the Public Works Director. Employees will be reimbursed after proof of completion of a course of study or exam with regard to the cost of licenses, certificates and renewals which are required to perform, or are expected to enhance the performance of, his/her job duties.

Approved Certifications

ASE	CSP Snowplow	Professional CPR
Forklift	OSHA 10,30	ANSI
Silica Awareness	Excavation Safety	NICET
Welding	OSHA Aerial and Scissor Lift	Skid steer/Loader Operations
Hazardous Communications	ATSAA	ISA Arborist
Confined Space Assessment	Commercial Pesticide App. Lic.	APWA Certified Public Fleet
APWA Certified Stormwater	APWA Cert. Public Infrastructure	Emergency Vehicle Tech.
EPA/Soil and Water Stormwater	APWA Certified Public Works Professional	

Any other certifications, in addition to those listed above, deemed necessary or appropriate by the Public Works Director.

**ARTICLE 8
HOURS OF WORK AND OVERTIME**

Section 1. Workweek. A regular workweek is forty (40) hours and begins with the Sunday evening shift that ends on Monday morning of each week. A workday is eight (8) hours. Employees shall have the following schedule: First shift (day shift) -- 7:30 a.m. to 3:30 p.m. (unless an emergency is declared by the Service Director or his designee requiring additional or different staffs). The City may determine that a winter schedule is needed.

Section 2. Workday. The regularly scheduled work day shall be from 7:30 a.m. until 3:30 p.m., Monday through Friday as follows:

1. Employees shall not have regularly scheduled morning or afternoon breaks. If an employee needs to use a toilet facility, the employee shall use the nearest available public facility. Use of the restroom facility does not include obtaining coffee, beverages, snacks, newspapers, etc. It is not to include socializing with other employees in or out of the Service Department.
2. Employees shall be entitled to a paid forty-five (45) minute lunch period. Employees shall not enter the service yard for lunch prior to 12:00 noon and must be out of the service yard by 12:45 p.m.
3. Employees shall not enter into the service yard at the end of the day prior to 3:25 p.m.

Section 3. Overtime. Overtime is payable at time and one-half time regular pay when an employee actually works for more than forty (40) hours in any week or more than eight (8) hours per day. All excused absences (Sick Leave, Injury Leave, Bereavement Leave, Vacation Leave, Personal Day Leave, and Holiday Leave) shall be counted as hours worked for overtime purposes.

All leave must be taken in increments of at least one hour. Specifically, use of leave time in amounts other than increments of one (1) hour shall not be included in hours worked for the purpose of computing overtime pay and shall be paid at the regular rate.

Section 4. Call-In. Employees shall receive a minimum of one (1) hour pay for travel time at time and one-half for show up within one (1) hour of call-in. In addition, employees shall receive a minimum of three (3) hours of pay at time and one-half after show up. To be eligible for any of the above-noted benefits of this section, an employee must arrive on-time and show up within the one-hour timeframe designated by the call-in assignment.

Section 5. Winter Schedule.

In accordance with Section above, the Service Director may establish a winter schedule as follows:

Starting the 1st Sunday in November or later, and ending the winter schedule on April 15, or earlier, as designated by the Service Director, employees may be subject to a Winter schedule as follows:

Day shift -- 7:30 a.m. - 3:30 p.m.
Night shift -- 8:00 p.m. - 4:00 a.m.

Effective the 1st Saturday in November or later, through the 2nd Sunday in April or earlier, as designated by the Service Director :

Weekend shift (Saturday and Sunday) -- 8:00 a.m. - 4:00 p.m.
(Unless an emergency is declared by the Service Director or his designee requiring additional or different staffs.)

If the Service Director determines that a winter schedule is needed, the entire list of positions needed for the winter schedule shall be posted each year, subject to the Service Director's right to require some seniority on each shift in addition to crew leaders. The winter schedule shifts shall be filled by one crew leader each and then the most senior qualified volunteers. If there are an insufficient number of volunteers, the Service Director may select the least senior employees to staff the winter and weekend shifts. The Service Director shall have the authority to establish start and end dates for the winter scheduled as set forth above, and the minimum number of employees needed for each shift. The Service Director shall give at least seven (7) calendar days' notice of the start and end dates for the winter schedule and the weekend shift, and of any change in such start and/ or end dates.

Employees are required to work no less than 80% of their snowplow call-outs. Failure to reach this requirement shall subject the employee to discipline. For purposes of evaluating an employee's work rate, any percentage shall be calculated as of March 15th of each year. The City shall not discipline employees under this Section unless there are a minimum of ten (10) call-outs in the snow season. The City shall utilize progressive discipline under this Section.

The City may require a doctor's note for the third sick call and any subsequent sick calls that coincide with a "snow event."

An extra premium of one dollar and twenty-five cents (\$1.25) per hour shall be applied to the employee's hourly rate for working a night shift or weekend shift, as defined above, during the winter schedule as designated by the Service Director.

ARTICLE 9 COMMERCIAL DRIVERS' LICENSE

Section 1. License Requirement and Reimbursement. All Mechanics, Laborers and Crew Leaders shall have, renew, and maintain a valid Ohio Commercial Drivers' License. In the event that the City employs a person without such license, that person shall obtain such license within six (6) months. The City shall reimburse a member who has never had such license and/or who renews his/her license, for the reasonable cost of obtaining the license (not to exceed \$3,500.00) if (1) such employee remains employed by the City for two (2) years after being issued the license and (2) the license is at that time in good standing.

Section 2. Revocation or Suspension of License.

- A. In the event that an employee's Commercial Drivers' License ("CDL") is suspended by the State of Ohio or a court of law, or if the employee fails to renew the license before expiration, the employee shall notify the Director at once and shall not operate any vehicle for which the member is not licensed. The Director shall assign the employee to non-driving work at the probationary rate of pay of two dollars (\$2.00) less an hour than the employee's classification. Employees will not be eligible for any pay increases during the suspension; however, they will qualify for longevity. If the employee is permitted driving privileges from the court or the State for non-CDL vehicles, the employee will be eligible, at the Director's sole discretion (and subject to insurability), to drive non-CDL vehicles for City purposes. The employee shall not be entitled to overtime rotation or equalization. If non-driving work is not available, the employee will be placed on lay off as a last resort.

- B. The employee shall notify the Director of the date the employee is eligible to reinstate the CDL license and shall provide documentation of the same from the Ohio Bureau of Motor Vehicles . If the employee fails to obtain a valid CDL within one (1) week of such eligibility, the employee will be determined to have failed to meet the essential functions of the employee's classification and will be subject to layoff. If non-driving work remains available, the employee will continue to be assigned to that work or on layoff until work becomes available. if the employee obtains a valid CDL before his former position has been filled, the employee will be restored to the position and rate of pay held before the loss of the CDL. If the employee remains on layoff for twenty-four (24) consecutive months, the employee will be deemed separated from the service of the City pursuant to Article 30, Section 2A.

- C. In the event that an employee's driving record and/or accident rate, whether as an employee of the City or otherwise, is such that the insurance company insuring the City refuses to insure that employee as a driver of a City vehicle, the Director shall

notify the employee at once, and shall attempt to re-validate the insurance coverage for a period of fourteen (14) days. If the insurance coverage cannot be obtained, then the Director shall take the same procedure as if the employee lost his/her license under paragraph B, above.

**ARTICLE 10
DUES DEDUCTION/FAIR SHARE FEES**

Section 1. The Employer agrees to deduct Union dues and fees from any member of the bargaining unit who provides written authorization for a payroll dues and fees deduction and pay such funds over to the Union as soon as reasonably possible with a list of employees and such pertinent information as the Union may request. The amounts deducted will be remitted to the controller of the Union.

Section 2. All bargaining unit employees who do not become or elect not to become members of the Union may voluntarily consent to pay to the Union through payroll deduction, a fair share fee as a contribution toward the administration of this Agreement. An employee is not required to pay fair share fees unless he or she voluntarily consents to do so.

Section 3. The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits or other liability that may arise by reason of any action of the City in complying with provisions of this Article.

**ARTICLE 11
PROBATIONARY PERIOD**

Section 1. The probation period for new employees other than those referred in Section 2 shall be one (1) year from the date of hire. During this period, an employee may be terminated without cause if the Service Director determines that the employee is unable to perform the required work.

Section 2. If an existing employee is appointed to a new position, and is terminated during the probation period, such employee shall return to the employee's previous job, unless the termination was for just cause as a discipline matter. An existing employee who is selected for any bargaining unit position shall be considered to have qualified when he/she completes a probationary period of one (1) year.

**ARTICLE 12
VACATION**

Section 1.

- A. Annually, each employee in active pay status shall receive paid vacation on an accrual basis based on the following schedule on a pro rata basis equally throughout the year:

<u>Years of Continuous Service</u>	<u>Annual Vacation Allotment</u>	<u>Accrual by Pay Period</u>
One (1) year	80 hours	3.08 hours per pay
Six (6) years	120 hours	4.62 hours per pay

Ten (10) years	160 hours	6.16 hours per pay
Seventeen (17) years	200 hours	7.7 hours per pay

Employees utilizing vacation time may use vacation time in fifteen (15) minute increments, but any vacation time used at the beginning of the work day must be used at a minimum of one (1) hour .

At the year end, any adjustment required due to rounding will be performed to insure that the total hours accrued in the year equal the appropriate annual allotment.

- B. Employees in active pay status may either cash out unused vacation hours at the end of the year only or may carry forward an amount of unused vacation time not to exceed one and one-half (1.5) times their annual allotment.
- C. Effective January 1, 2021, employees shall be given credit, for purposes of calculating vacation time only, for up to three (3) years of prior public service in the State of Ohio, including prior time with the City of Beachwood, or sixty-five percent (65%) of such full time experience, whichever is greater. Employees claiming such prior public service credit shall notify the City within ninety (90) days of the date of hire or of the date of execution of the 2020-2023 Agreement. Prior to receiving any credit for prior service time, such time must be verified by previous employers. Such verification must be in writing from an individual with fiduciary responsibility in the verifying agency, subdivision or municipality. In the absence of verification from the previous employer, the City may accept a copy of an individual's annual statement from PERS.

Section 2. Scheduling. Vacation shall be scheduled by the Service Director, but employees can select vacation time based upon seniority and shall request vacation time no later than 7: 15 a.m. prior to the commencement of the shift(s) for which the employee is requesting vacation. Provided, however, an employee must use vacation leave in a minimum increment of one (1) hour if the request for vacation time is made on the same date as the requested vacation time off, subject to the approval of the Service Director. The City shall post monthly a list of available accrued vacation time for all Service Department employees.

Section 3. Restricted Periods. Employees shall be scheduled for vacation leave as follows:

Six (6) employees shall be allowed to be on vacation at one time during the months of April, May, and September.

Seven (7) employees shall be allowed to be on vacation at one time during the months of June, July, and August.

Five (5) employees during October, five (5) employees during March, four (4) employees during November, three (3) employees during December, January, and February.

For the purpose of this section only, "employees" shall mean all individuals other than those classified as Mechanics, HVAC, or Janitors.

Additionally, while the aforementioned numbers represent the "guaranteed" number of individuals allowed off on vacation, the Employer may elect to exceed those figures if the circumstances warrant. However, the Employer's denial of vacation to an individual that would exceed the number listed is not subject to the grievance procedure.

Mechanics and HVAC shall be granted vacation at the employer's discretion. However, the Employer shall not unreasonably deny any request from these individuals.

Section 4. An employee who experiences personal illness or must care for a member of his immediate family who is ill while an employee is on vacation may submit a request to change the vacation time to sick leave. Said request must be submitted with appropriate proof of the illness.

Section 5. If a recognized holiday falls within an employee's vacation leave, the employee shall not be charged with a vacation day for the observed day off for the holiday.

ARTICLE 13 HOLIDAYS

Section 1. Each full time employee shall be entitled to eight (8) hours of paid holiday leave on each of the following days observed as paid holidays by the City :

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Juneteenth	Christmas Day
Memorial Day	
Independence Day	

Unless otherwise designated by the City, should any of the recognized holidays fall on a Sunday, the following Monday shall be observed as the holiday. Should any of the recognized holidays fall on a Saturday, the preceding Friday shall be observed as the holiday.

To earn holiday pay, an employee must have worked his full scheduled work day before and his full scheduled work day after the holiday, unless an absence is excused for illness, personal leave, bereavement leave or vacation.

Effective January 1, 2022, employees shall receive an additional eight (8) hours of personal time after six (6) years of continuous employment, and an additional eight (8) hours of personal time after twenty-five (25) years of continuous employment.

Effective upon ratification of this Agreement, current employees shall receive an additional eight (8) hours of personal time that must be used by the end of fiscal year 2024. This is a one-time increase and only applies to current employees at the time of ratification. If an employee does not utilize the additionally provided eight (8) hours proscribed by this paragraph by the end of fiscal year 2024, these hours will be deducted from the employee's balance at that time.

Effective January 1, 2025, current employees shall receive an additional eight (8) hours of personal time that must be used by the end of fiscal year 2025. This is a one-time increase and only applies

to current employees as of January 1, 2025. If an employee does not utilize the additionally provided eight (8) hours proscribed by this paragraph by the end of fiscal year 2025, these hours will be deducted from the employee's balance at that time.

Section 2. Employees who are required to work on a holiday shall be paid one and one-half (1.5) times regular pay for actual hours worked on the holiday in addition to holiday pay.

**ARTICLE 14
PERSONAL DAYS**

Section 1. Eligibility for "personal days" becomes effective after ninety (90) days of employment. Employees shall be granted twenty-four (24) hours of Personal Leave time each year. Such leave shall be posted to the employee payroll records in the first pay period of the year but shall be prorated in the first and last years of employment. Employees hired at a point subsequent to the posting of the first pay period of the year shall receive credit for a prorated amount of personal leave for the payroll year as follows:

Hired between January and April 30	24 hours
Hired between May 1 and August 31	16 hours
Hired between September 1 and December 31	8 hours

Section 2. Personal leave may be used for any purpose, including a verified family or personal emergency. The Service Director may not unreasonably deny employee requests for Personal Leave but may consider the limitations of the restricted period set forth in Article 15 , Vacation, Section 3 when making that determination.

Section 3. Personal leave must be used in minimum increments of one (1) hour and may be used in fifteen (15) minute increments thereafter.

Section 4. Any unused personal leave remaining to an employee's credit at the end of the payroll year shall be converted to cash and paid with the first paycheck the following year. Any earned but unused personal leave at the time of termination shall be converted to cash and paid with the final paycheck.

Section 5. In the event of an emergency, the City has the authority to suspend, postpone, or cancel personal days off to meet operational needs.

**ARTICLE 15
MEDICAL BENEFITS**

Section 1. Members of the Bargaining Unit shall be entitled to medical coverage, including vision , dental, hearing, and prescription drug coverage, as set forth in the attached Exhibit A. Employees may select from a Health Savings Account Option or a Health Reimbursement Account Option. All Bargaining Unit members will be required to contribute fifteen percent (15%) of the premium cost toward their health care. Effective January 1, 2022, all bargaining unit members will be required to contribute four percent (4%) of the premium cost toward their health care, and the Healthcare Allowance required by the 2017-2020 collective bargaining agreement will be discontinued. The City will maintain an IRS §125 Plan (premium only plan) to make employees

contributions pre-tax. Prior to January 1, 2022, the City's current coverage and benefits will remain unchanged.

Section 2. Effective January 1, 2022, under the Health Savings Account Option the City will contribute annually to the members Health Savings Account in the amounts of two thousand one hundred dollars (\$2,100.00) for Individual Coverage and four thousand two hundred dollars (\$4,200.00) for Family Coverage to help offset the deductibles of two thousand eight hundred dollars (\$2,800.00) per individual and five thousand six hundred dollars (\$5,600.00) per family. The City may increase deductible rates where such increases are identified by the Internal Revenue Service (“IRS”) or by other federal agency directives pertaining to HSA embedded-deductible plans. For 2021 only, the City shall pay any bargaining unit member on single coverage the amount of any deductibles assessed exceeding two thousand six hundred dollars (\$2,600.00) up to a maximum payment of two hundred dollars (\$200.00); and shall pay any bargaining unit member on family coverage the amount of any deductibles assessed exceeding five thousand two hundred dollars (\$5,200.00) up to a maximum payment of four hundred dollars (\$400.00).

Once money is deposited into the employee's Health Savings Account the money belongs to the employee. Should an employee go from family coverage to individual coverage during the year, the City cannot reclaim money already provided to the member. If an employee is hired or increases coverage during the year, the City will deposit funds or additional funds at the following percentages, one hundred percent (100%) if in the first quarter, seventy-five percent (75%) in the second quarter, fifty percent (50%) in the third quarter, and twenty-five percent (25%) in the fourth quarter. If an employee reduces coverage during the year or leaves the employment of the City during the year, a portion of the City's or employee's contribution may become taxable and subject to possible penalties based on IRS limitations. In addition to the amount funded by the City, the employee has the option of depositing additional funds up to the limits established by the IRS. The Health Savings Account shall at all times be subject to the prevailing tax and pension laws. Employees must open a Health Savings Account prior to the City being able to deposit funds. Park National Bank has an arrangement with the City to provide this account without an account fee (checks and other items may have a cost) and the City will assist employees with opening an account with Park National Bank. However, employees are not required to use Park National Bank and are free to use any bank they desire, however they must provide that banking information to the City.

Section 3. A Health Reimbursement Account shall be made available to any member of the bargaining unit that does not qualify for a Health Savings Account under IRS rules. The City's consultant will work with members with special circumstances that may disqualify them from having a Health Savings Account. Under the Health Reimbursement Account the deductibles are \$2,500.00 per individual and \$5,000.00 per family. However, the City will reimburse the member up to \$1,800.00 per individual and \$3,600.00 per family for cost incurred .

Section 6. Wellness Program. The City's Wellness Program shall consist of the following three (3) programs:

- A. Yearly Routine/Preventive Checkups. Beginning August 1, 2018, each employee and covered spouse (if applicable) will have submitted to a wellness exam during the prior year. The form documenting completion from the Doctor's office will go

directly to the insurance broker for verification; no information will be forwarded to the City. If an employee and covered spouse (if applicable) do not submit to a wellness exam by the August 1, 2018, deadline, the employee contribution for health care will increase one hundred dollars (\$100) per person per month. This increase will be removed the month following verification that the person submitted to a wellness check. The City will hold a wellness clinic at least one (1) time per year in order to assist employees in receiving their most vital health statistics. Beginning August 1, 2019, employees will be required to have the following tests performed: Cholesterol levels, Glucose levels, and Blood Pressure.

- B. Nicotine Use/Cessation. Beginning August 1, 2018, each employee and covered spouse (if applicable) will be subject to a one hundred dollar (\$100) per person per month increase to the employee contribution for health insurance if the employee and/or spouse use nicotine products. All employees and spouses (if applicable) will be required to complete an affidavit confirming they are not nicotine users. (Appendix B.) For nicotine users, the City will support nicotine cessation alternatives.
- C. Insurance Opt Outs for Alternate Coverage. An employee may elect to opt out of coverage under the City's Healthcare benefits plans. The City shall pay six hundred dollars (\$600) per month to any married employee who waives City healthcare benefits completely. The City shall pay three hundred dollars (\$300) per month to a married employee whose spouse waives City healthcare benefits completely. The City shall pay three hundred dollars (\$300) per month to any single employee who waives City healthcare benefits completely. Proof of alternative coverage must be submitted to the City in order to qualify for the payments.

Section 7. The City shall provide group term life insurance for each employee on the same terms and conditions as provided to non-bargaining employees pursuant to the Salary Ordinance. The City shall withhold any applicable income tax for any benefit considered to be a taxable benefit.

ARTICLE 16 P.E.R.S. SALARY REDUCTION

Section 1. Pension. Pension benefits are established under the laws of the State of Ohio. The City will maintain a "Salary Reduction" plan to permit a reduction in wages so that the City will pay the employees' contribution to P.E.R.S. The plan shall not create any additional costs to the City other than administrative costs.

Section 2. Pension Contribution Protection. In the event that the State increases the employee share of pension contributions and at the same time reduces the City's contribution, the City will make a one-time increase of the employee's wages by the same percentage as the change made by the State, effective as of the date of the change in State law. However, no adjustment will be made to offset an increase in the employee's contribution not offset by a corresponding reduction in the City contribution.

**ARTICLE 17
UNIFORMS AND EQUIPMENT**

Employees in the Service Department shall receive and be held responsible to wear eleven (11) uniform sets (pants and long or short sleeve shirts, 3 sweat shirts, and 5 tee-shirts) per year. Also, a winter coat, winter coveralls as part of the uniform provided by the City, summer hat and gloves shall be provided as directed by the Service Director and approved by the Mayor, to be supplied by the City at its costs. Winter uniforms shall be provided in the first week of November, and summer uniforms shall be provided in the first week of April. Such uniforms shall remain the property of the City and are not to be used when not on duty. The uniform appropriate to the season shall be worn and visible at all times, unless a non-uniform item is approved in advance by the Service Director.

Each employee is required to purchase shoes/boots to wear on the job of a type to meet City specifications and will be paid the one thousand five hundred dollars (\$1,500.00) per year as reimbursement for said expenses. Payment of said uniform/equipment allowance shall be converted to an hourly rate and paid on a bi-weekly pay period basis (e.g., the equivalent of 80 hours per pay). Said payment shall be considered reimbursement and shall not be considered compensable wages to be included in the overtime rate of pay. If the employee is requesting replacement of gloves, hats, or vests, the employee must either return the old item prior to issuance of the replacement item, or submit appropriate paperwork demonstrating why the old item cannot be returned. Employees of a subcontractor who are performing regular cleaning functions inside the City Hall complex shall be required to wear uniforms similar to those worn by Union employees who regularly work inside the City Hall complex.

**ARTICLE 18
LEAVE OF ABSENCE**

Each employee shall have one (1) unpaid leave of absence not to exceed six (6) months for any injury(ies) or illness(es) . Such request for a (1) leave of absence and (2) to return to work shall be reasonably supported by medical evidence signed by a doctor.

**ARTICLE 19
SICK LEAVE**

Section 1. Full-time employees shall accumulate sick leave at the rate of 4.6 hours for every eighty (80) hours worked per year, while in active pay status up to a maximum of one thousand eight hundred (1,800) hours.

Section 2. Sick Leave Payout. Any employee who has in excess of one thousand eight hundred (1,800) hours at the end of each payroll year shall be entitled to convert thirty-three and one-third percent (33-1/3%) of the excess hours into a lump sum cash payment. Any excess will be converted into a lump sum cash payment with the first pay of the subsequent year. Conversion of thirty-three and one-third percent (33-1/3%) sick leave to a lump sum cash payment shall terminate any right to any future payment for all sick leave so converted. Upon death or retirement, or if an employee becomes totally disabled, he/she (or his/her estate) shall be entitled to convert fifty-five percent (55%) of the accumulated but unused sick leave into a

lump sum cash payment. Retirement shall be defined to mean eligibility for and receiving retirement benefits from the Public Employees Retirement System of Ohio.

Notwithstanding the above, upon death or total disability, as determined by the Social Security Administration or applicable pension system, incurred during the course of employment, the employee or his/her estate, shall be entitled to convert one hundred (100%) of the accumulated but unused sick leave into a lump sum cash payment provided the employee has at least one thousand (1,000) accumulated, unused sick leave hours.

Section 3. Doctor's Report. A doctor's report signed by a physician or dentist shall be presented to the Service Director by an employee missing more than three (3) consecutive days from work for accident or illness, setting forth the conditions which prevented the employee from working, prior to resuming work. Provided, however, if an employee abuses sick leave, i.e., is absent in a manner to establish a pattern, takes sick leave in excess of eighty (80) hours on a single day or hourly basis, he/she shall be subject to being required to bring in a doctor's note on any subsequent absence for a period of twelve (12) months. Eighty (80) hours on a single day or hourly basis will mean sick leave hours will be counted against the employee, for the purpose of sick leave abuse, only when a full day or less is taken off.

Examples:

Employee leaves three (3) hours early 3 hours counted against employee

Call off sick one (1) day 8 hours counted against employee

Any sick leave used supported by a doctor's note will not be counted towards the eighty (80) hours entitlement or used to establish a pattern. The period of twelve (12) months will run from the date the employee is official notified by the Service Director and/or his designee until the same day the following year. Employees must use sick time at a minimum of one (1) hour, but may use additional sick time in fifteen (15) minute increments. Sick time shall be taken in increments of not less than fifteen (15) minutes.

In the event an employee wishes to use sick time for a doctor's appointment scheduled between the hours of 12:00 PM and 6:00 PM, sick time may be used in fifteen (15) minute increments without the requirement that a minimum of one hour be used. If an employee wishes to utilize sick time in this fashion, a time-stamped doctor's note must be obtained and provided to the Public Works Director.

Any employee who calls off work in the morning with a doctor's appointment scheduled for the same day must bring a doctor's note when returning to work verifying the visit. Proof of a telemedicine session shall also serve as a doctor's note or report under this section.

Section 4. Sick Time Incentive. To promote attendance and discourage sick time abuse, the City has created the following sick-time incentive for full-time bargaining unit members who have successfully completed their respective probationary period. Beginning November 1, 2023, bonus payments will be paid to eligible employees in accordance with the table below:

November 1 to April 30		May 1 to October 31	
0-8 hours	8.25-16 hours	0-8 hours	8.25-16 hours

\$500	\$250	\$500	\$250
-------	-------	-------	-------

For example, if an eligible employee uses eight (8) or fewer hours of sick time between November 1 and April 30, they will receive a bonus of five-hundred dollars (\$500). If an eligible employee uses between eight and one-quarter (8.25) hours and sixteen (16) hours of sick time between November 1 and April 30, they will receive a bonus of two-hundred and fifty dollars (\$250). The period in which sick time use is calculated would then reset on May 1. Should an employee use sixteen and one-quarter (16.25) hours or more in either six-month period defined in the table above, they will not be eligible for any bonus payment. The maximum amount an eligible employee may earn under this section for any calendar year is one thousand dollars (\$1,000), earning both five-hundred-dollar (\$500) bonus payments for the respective six-month periods above.

Bonus payments in accordance with this section shall be issued during the pay periods immediately following April 30 and October 31 of each year. Bonus payments under this section are not considered “salary” and shall not be included for the purposes of retirement benefit calculations or salary increases.

For purposes of this section, sick time used in the event of an employee’s COVID-19 diagnosis does not count towards the employee’s total calculation of hours.

In addition, in the event an employee is called in for snow plowing prior to 12:00 AM, works the remainder of that shift, then utilizes sick time for their next regularly scheduled shift later that day, those sick time hours will not count towards the employee’s calculation of hours under this section.

Section 5. Sick Leave and Secondary Employment/Outside Work. Any employee determined to have performed any outside work (personal or otherwise) while simultaneously utilizing sick leave will be subject to discipline up to and including termination.

Section 6. Sick Leave Pattern of Abuse. Any employee exhibiting a pattern of abuse of sick leave shall be placed on an Attendance Plan. An employee placed in the Attendance Plan shall be required to bring a doctor’s note upon returning to work after utilizing sick leave. Pattern shall be defined to mean the use of sick leave on three (3) or more Fridays where the vacation schedule is full and the employee does not supply a doctor’s note within a rolling 180-day period. Incidents of use of sick leave on Friday where the vacation schedule is full shall be removed from the employee’s total after 180 days. An employee with less than 3 incidents of use of sick leave on a Friday where the vacation schedule is full shall be removed from the Attendance Plan.

**ARTICLE 20
INJURY LEAVE**

Each full-time employee who has a valid workers' compensation related injury shall be entitled to a total of sixty (60) work days of injury leave with pay and other benefits resulting from an incident causing an injury(ies) in the course of or arising out of the employee's employment with the City.

1. “Injury leave” shall not be deducted from sick leave but must be used within nine (9) months of the injury.

2. An injury in the course of or arising out of the employee's employment with the City must be reported in writing to the Service Director or Assistant Service Director on the day the injury occurs.
3. The City may require authorization to return to work by a physician approved by the City prior to the employees return to work.
4. The City and the Union shall agree upon a transitional work program to encourage employees injured in the course of their employment with the City to return to work as quickly as possible, subject to appropriate limitations.

**ARTICLE 21
BEREAVEMENT LEAVE**

Each full-time employee shall be entitled to up to three (3) days of bereavement leave due to the death of a spouse, child, stepchild, grandchild, parent, parent-in-law, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, grandparent-in-law, grandparent, or aunts and uncles. Appropriate documentation shall be provided to support the request for paid leave. Additionally, an employee may take up to two (2) non-paid days off for a verified out of state funeral. Upon approval of the Service Director, an employee may utilize one (1) day of sick leave in order to attend the funeral of other relatives of the employee not specifically listed herein.

**ARTICLE 22
MILITARY LEAVE**

Section 1. All bargaining unit members shall be entitled to military leave in accordance with State and Federal law .

**ARTICLE 23
COMMUNICATIONS**

All communications between the Union and the City must be initiated through the Service Director, unless a City policy specifies otherwise (i.e., the harassment policy).

**ARTICLE 24
CELLPHONES**

Limited use of personal cell phones while on City time is permitted, provided that cell phones may not be used while the employee is driving a City vehicle or operating City equipment, and use of the cell phone shall be limited so as not to cause a work stoppage.

**ARTICLE 25
UNFAIR LABOR PRACTICE**

Governed under the laws and regulations of the State of Ohio.

**ARTICLE 26
PERSONNEL FILES AND POLICY**

Section 1. The City maintains individual personnel files and an employee may be permitted to review his/her file not more than twice a year with at least a three (3) day written request, or in direct response to a pending grievance.

Section 2. Should an employee upon review of the personnel file discover material of a negative or derogatory nature, the employee may provide a written and signed comment in rebuttal, mitigation, or explanation of said material, which comment shall remain in the employee's file so long as the negative material remains.

**ARTICLE 27
LEGALITY**

It is the intent of the City and the Union that this Agreement comply, in every respect, with applicable legal statutes, existing Charter requirements, governmental regulations which have the effect of law, and judicial decisions. If it is determined by proper authority that any provision of this Agreement is in conflict with law, that provision shall be null and void. In the event that a court of competent jurisdiction determines that S.B. 133 is not mandated against a Charter municipality, in whole or part, then this Agreement is amended to conform to law, but either party within ninety (90) days may request the other party to meet and consider alternate provisions, if any, to accomplish the spirit and intent of this Agreement. The City agrees that a Charter amendment enacted during the term of this contract shall not have the effect of amending or voiding any provision herein.

**ARTICLE 28
SENIORITY**

Section 1. Seniority shall be an employee's uninterrupted length of continuous service with the City commencing with the employee's successful completion of the probationary period. Any employee serving his/her probation as of October 1, 2014, will not begin accumulating seniority until the successful completion thereof.

Section 2. Continuous service and seniority shall be broken when an employee:

- A. resigns;
- B. is discharged;
- C. is laid off for a period of twenty four (24) months;
- D. fails to report to work within seven (7) working days of receipt of notice of recall from layoff, said notice to be provided by certified mail addressed to the employee's last known address as shown on the City's records, unless the employee is unable to work due to a medically proven disability as verified by the City's physician; in that event the employee shall remain eligible for recall for six (6) additional months.

Section 3. The City shall provide the Union with a current seniority list within thirty (30) calendar days after the signing of the Agreement and annually thereafter. The seniority list shall be made up by classification and shall contain, in order of date of hire, the name, department, date of hire, and designation as to full-time or part-time status for each employee. The City shall provide the Union's Business Agent and Chief Steward with a written list of additions to or deletions from the seniority list, if any, on a quarterly basis.

ARTICLE 29 LAYOFFS

Section 1. Whenever it is necessary for the City to reduce its forces due to lack of work or lack of funds, the employees will be laid off in the following order:

- a. students;
- b. regular full-time employees who have not completed their probationary period;
- c. part-time and seasonal or temporary employees;
- d. regular full-time employees within the classification affected who have completed their probationary period.

Section 2. Regular full-time employees shall be laid off on the basis of their seniority within their classification. When the seniority of two (2) or more employees is equal, employees shall be laid off by the drawing of lots. In the event an employee cannot hold in his present classification, he shall have the right to “bump” an employee with lesser seniority provided the employee has the immediate ability to perform the work.

Section 3. In the event an employee is laid off, he shall receive payment on a prorated basis for any earned but unused vacation and personal holidays not later than the second regular pay day after the layoff.

ARTICLE 30 RECALL FROM LAYOFF

Employees shall be recalled in the inverse order of layoff from their classification. An employee on layoff will be given ten (10) working days' notice of recall from the date the employee receives notice of the recall. Recall notices shall be sent by certified mail, return receipt requested, to the employee's last known address as shown on the City's records. In the event a job opening occurs in a lower-rated classification, the most senior employee on layoff will be recalled and given the option of accepting the job or not, provided he has the immediate ability and qualifications to perform the work in question. If the employee accepts the job opening, he will have the right to claim his original classification in the event it becomes available within one (1) year.

ARTICLE 31 PROMOTIONS

Section 1. For the purpose of these provisions a “vacancy” is defined as a job opening created by an increase in the number of regular jobs available in a particular job description and/or

classification, a newly created job or, an opening occurring in an existing job as a result of promotion, transfer, resignation, discharge or other termination of employment where the City determines that job is to be filled.

Section 2. Whenever a vacancy occurs within the bargaining unit, unless the agreement permits the Service Director to appoint without posting, notice of such vacancy shall be posted on the employee bulletin board for a period of not less than five (5) consecutive working days, not including the date of posting. During the posting period, anyone within the Department or bargaining unit wishing to apply for the vacant position shall do so by submitting written application to the Service Director. Posting shall contain the requirements as set forth in the job description/classification, shift, and the rate of pay.

Section 3. All applications filed in a timely manner will be evaluated by the Service Director, Assistant Service Director and the Superintendent most closely associated to the classification of promotion within ten (10) working days. The vacancy shall be filled pursuant to the terms below. Employees who have bid on vacancy shall be selected according to qualifications, past performance, experience, and seniority of which none of these four measurements will be given more or less weight in the promotional process. In the event that two (2) or more employees are evaluated as equally capable of filling the vacancy, seniority shall prevail.

By the end of the tenth working day, a notice will be posted showing the name of the applicant selected or indicating no one was selected. If no application is received or none of the applicants meet the minimum qualifications for the job, in the reasonable judgment of the Service Director, the City may fill the job by hiring a new employee.

Section 4. Should an employee fail to qualify in the reasonable judgment of the Service Director during his probationary period for a position acquired through job posting, or during this probationary period voluntarily requests to be relieved of this job, he shall be returned to his former position. The Union shall have the right to grieve the City's decision to promote, qualify, or disqualify an employee within this article.

ARTICLE 32 TEMPORARY TRANSFERS

A temporary transfer shall not exceed forty-five (45) consecutive calendar days.

ARTICLE 33 OVERTIME ASSIGNMENT AND EQUALIZATION

Section 1. The City shall be the sole judge of the necessity for overtime and overtime work shall not be refused unless an employee is unable to work due to illness or injury. All regular overtime (snowplowing is not regular overtime and shall be offered on an as needed basis) shall be offered first to full-time members from a list of employees who are qualified to perform the work in the order of seniority and by classification, then to part time employees from a list in the order of seniority and by classification and last to persons who are not members of the Union. In offering overtime, the Service Director shall make reasonable attempts to equalize overtime, but may also consider the skill levels of the persons assigned to any overtime work.

Section 2. The City agrees to first offer overtime opportunities to full-time employees before offering the overtime opportunity to part-time employees. The City agrees to first offer additional hours to part-time employees before offering the assignment to non-bargaining unit employees.

**ARTICLE 34
WORK RULES**

Section 1. The Service Director may establish reasonable work rules for the operation of the Department. Prior to any new rule being promulgated, the Service Director shall send a copy to the Union. The application of a work rule may be grieved.

**ARTICLE 35
JURY DUTY**

Each member of the bargaining unit who is called for Jury Duty shall be permitted fourteen (14) days service per calendar year with regular pay and benefits. Leaves beyond fourteen (14) days may be accommodated through unused vacation or through an unpaid leave of absence. The member shall request to serve at times other than December 20 to March 1. The pay for jury duty shall be refunded to the City.

**ARTICLE 36
UNION LEAVE**

The Chief Steward of the Union may have a leave of absence not to exceed ten (10) days a calendar year to attend Union functions. During such period, no wages or other benefits shall be paid or accrue other than Medical Benefits and Longevity.

**ARTICLE 37
DESIGNEES**

Whenever in this contract an official of the City is mentioned, such official's designees may act on the official's behalf. Unless otherwise provided, the word "member" or "employee" means a member of the bargaining group represented by the "Union."

**ARTICLE 38
BULLETIN BOARD**

The City shall provide the Union with one (1) enclosed and locked bulletin board in the Service Department at a mutually agreed location. Further, the City shall provide the Union with a mail box in the City Hall.

**ARTICLE 39
SUBCONTRACTING**

During the period of this contract, the City agrees not to lay off any employee employed by the City on the date this Contract is signed, as a result of any subcontracting of work ordinarily performed by the Union. The City agrees to hold outside contractors working inside City Hall to the same dress code standard required of the Union Janitors.

**ARTICLE 40
CONTINUING EDUCATION**

If continuing education or additional training is required by the City, the City shall pay all costs of such training and shall provide paid time for such training. If an employee desires to obtain additional training which is not required by the City, such training shall be reimbursed based upon the City's educational reimbursement policy contained in Section 2.8 of the Administrative Salary Ordinance.

**ARTICLE 41
DURATION**

Section 1. This Agreement represents a complete and final understanding on all bargaining issues between the City and the Union and shall supersede previous Agreements. It shall be effective and remain in full force and effect from the date of ratification until October 31, 2026.

Section 2. If either party desires to modify, amend or terminate this agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to, nor later than sixty (60) calendar days prior to the expiration date, of this agreement. Such notice shall be by electronic mail pursuant to the rules of the State Employment Relations Board.

**ARTICLE 42
ME TOO CLAUSE**

The City of Beachwood ("City") and the Beachwood Public Works Department, Laborers' International Union of North America, Local 860 ("Union") hereby agree that if at any time during the term of the parties' current Collective Bargaining Agreement (effective November 1, 2023 through October 31, 2026) another City of Beachwood bargaining unit(s) received an increase in compensation or an increase in health care benefits that exceeds those included in the 2023-2026 Agreement between the City and the Union, the Union's bargaining unit members shall receive such additional benefit coincident with it being given to such other City of Beachwood bargaining unit(s).

This Article shall be enforceable through the CBA's grievance and arbitration procedure.

Employees shall additionally receive any additional holidays that the City recognizes and provides to the City's non-Union employees.

SIGNATURE PAGE

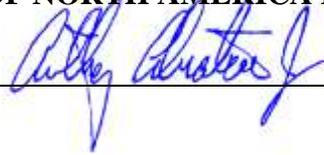
WHEREFORE, this agreement shall be in full force and effect during its term and accordance with the provisions herein set forth.

Signed this _____ day of _____ 2024, at Beachwood, Ohio. This Agreement shall be binding upon the ty, its offices and their successors in office, but subject to the legislative approval of the City Council.

CITY OF BEACHWOOD, OHIO

**LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA LOCAL 860**

Mayor Justin Berns



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**EXHIBIT A
CITY OF BEACHWOOD
JOB DESCRIPTIONS**

Add "Sewer Laborer"

Change "HVAC" to "HVAC Laborer"

**BEACHWOOD PUBLIC WORKS DEPARTMENT
INTER-OFFICE MEMORANDUM**

TO: Mayor Justin Berns

FR: Chris Arrietta, Public Works Director

DT: May 7, 2024

RE: Council Agenda Item: Road Salt

Mayor,

The Brecksville Consortium has negotiated a one-year renewal with Cargill for the supply of road salt for the 2024-2025 season at a price of \$54.30 per ton. Cargill has successfully supplied the City of Beachwood with road salt in the past and we are recommending moving forward with this renewal. Please let me know if you have any questions in regards to this agenda item. With your permission, I would like to place this item on the next council agenda.

INTRODUCED BY:

RESOLUTION NO. 2024-14

A RESOLUTION ACCEPTING A CERTAIN BID FROM CARGILL, INC. – SALT, ROAD SAFETY, THROUGH THE JOINT MUNICIPAL IMPROVEMENT CONSORTIUM AS SUPPLIER OF UNTREATED ROCK SALT FOR SNOW AND ICE REMOVAL FOR THE 2024-2025 WINTER SEASON; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Council passed Ordinance No. 2001-128, an Ordinance authorizing the Mayor to enter into a Joint Agreement on behalf of the City of Beachwood, Ohio with various surrounding Municipalities to join a Joint Municipal Improvement Consortium pursuant to Section 715.02 of the Ohio Revised Code on August 20, 2001; and

WHEREAS, one of the items available for purchase through the Joint Municipal Improvement Consortium is rock salt (sodium chloride) for use during the winter months for snow and ice removal; and

WHEREAS, the consortium, through advertisement by the City of Brecksville, has received a bid from Cargill, Inc., for crushed rock salt (sodium chloride) for snow and ice removal for the 2024-2025 Winter season beginning November 1, 2024 through October 31, 2025; and

WHEREAS, the consortium pricing for the Winter season of 2024-2025 is as follows:

Untreated Salt
\$54.30 per ton

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio that:

Section 1: Based upon the recommendation of the Public Works Director, the bid of Cargill, Inc., is found to be the lowest and best bid received on behalf of the Joint Municipal Improvement Consortium for crushed rock salt (sodium chloride) for snow and ice removal for the 2024-2025 Winter season. The City of Beachwood adopts and accepts said bid as its own in accordance with the specifications of the consortium and the Mayor is authorized to enter into a contract on behalf of the City of Beachwood with the said company in accordance with the written confirmation which is attached hereto and incorporated herein as Exhibit “A”.

Section 2: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 3: This Resolution is declared to be an urgent measure immediately necessary for the public peace, health or safety or the efficient operation of the City, and for the further reason of the need to promptly prepare stores of necessary seasonal materials required to maintain the streets and sidewalks safe for persons and property; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

RESOLUTION NO. 2024-14

WHEREFORE, this Resolution shall be in full force and effect from and after the earliest date permitted by law.

Attest: I hereby certify this legislation was duly adopted on the 20th day of May, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 21st day of May, 2024.

Clerk

Approval: I have approved this legislation this 21st day of May, 2024 and filed it with the Clerk.

Mayor



24950 Country Club Blvd, Suite 450
North Olmsted, OH 44070

May 1, 2024

Rebeca Riser
City of Brecksville
9069 Brecksville Rd
Brecksville, OH 44141

Dear Becki Riser,

This letter is in response to your request for a renewal proposal and our interest in renewing with the Brecksville Consortium for the 2024/2025 winter season.

We value the relationship Cargill has had with the Brecksville Consortium. We are planning our capabilities to meet demand that winter requires to keep people safe and commerce moving. Cargill is truly invested in the Consortium's members winter safety. Cargill Road Safety wants to make sure we continue to meet the Consortiums needs by providing deicing products that help save lives, enhance commerce, and reduce environmental impact.

Cargill proposes the following terms for the 2024/2025 winter season:

- Continuation of the terms from the 2022/2023 bid.
- A 4% price increase on each product, with the proposed prices stated below.
- Cargill will waive the minimum obligation for the 2023/2024 contract season.

Below, you'll find our proposed prices for the 2024/2025 contract season:

Untreated Road Salt Delivered and Dumped	\$54.30 Per ton.
Untreated Road Salt Delivered and Piled	\$61.58 Per ton.
ClearLane® Delivered and Dumped	\$71.05 Per ton.
ClearLane® Delivered and Piled	\$78.33 Per ton.

We look forward to the approval of our proposal. Please let me know your intentions by Friday, May 3rd. If you have any questions, please let me know. Thank you in advance for your consideration of this request.

Sincerely,

Amanda Knaus

Amanda Knaus
District Manager
Cargill Inc.- Salt, Road Safety
Amanda_Knaus@cargill.com
Direct: 440-590-6518

AUTHORIZED SIGNATURE agreeing to the above notation:

NAME and TITLE: _____

SIGNATURE: _____ **DATE:** _____

The information in this Certification should be treated as strictly confidential as it reflects Cargill's proprietary information and business trade secrets.

INTEROFFICE MEMO

TO: Justin Berns
FROM: Steven M. Holtzman, Chief
DATE: April 30, 2024
SUBJECT: Approval to Place 2012 EOne ladder truck for sale

Mayor Berns,

With new aerial 1021 being placed in service we are ready to begin the process to sell our 2012 eone ladder truck. We would like to list the truck with the fire truck with “Company Two” a fire apparatus brokerage company. They estimate the value of the truck to be \$450,000 to \$550,000. If the truck sells at or above \$350,000 the brokerage company will take 5% of the sale as their fee. See attached agreement paperwork. We would like to have this placed on the May agenda for council’s approval. Please feel free to contact me with any questions that you may have.

Respectfully submitted,



Approved: 5/9/2024



INTRODUCED BY:

RESOLUTION NO. 2024-15

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A LISTING AGREEMENT WITH FIRE APPARATUS BROKERAGE COMPANY “COMPANY TWO” AND DECLARING CERTAIN PROPERTY USED BY THE CITY’S FIRE DEPARTMENT AS SURPLUS PROPERTY NO LONGER NEEDED FOR A PUBLIC USE; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Mayor has determined that a 2012 EOne ladder truck as outlined in the attached memo is no longer needed for use in the City’s Fire Department, or for any other public use in the City; and

WHEREAS, the Fire Chief has requested to enter into an agreement with Fire Apparatus Brokerage Company, Company Two, for the non-exclusive right to list that surplus property for sale; and

WHEREAS, the Mayor is authorized to sell surplus property pursuant to Codified Ordinance Section 131.03(a)(2)(C)(1).

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio, that:

Section 1: In accordance with Codified Ordinance Section 131.03(a), the Mayor has determined that the property as outlined in the memorandum to the Mayor, dated April 30, 2024, which is attached hereto and incorporated herein as Exhibit “A”, is surplus property no longer needed for a public use and, therefore, Council hereby authorizes the Mayor to enter into an agreement with Fire Apparatus Brokerage Company, Company Two, for the non-exclusive right to list that surplus property for sale.

Section 2: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 3: This Resolution is hereby declared an urgent measure necessary for the immediate preservation of the public peace, health or safety or the efficient operation of the City, and for the further reason that the sale and disposal of certain property as outlined may be facilitated as soon as possible; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

RESOLUTION NO. 2024-15

WHEREFORE, this Resolution shall take effect and be in force from and after the earliest date permitted by law.

Attest: I hereby certify this legislation was duly adopted on the 20th day of May, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 21st day of May, 2024.

Clerk

Approval: I have approved this legislation this 21st day of May, 2024, and filed it with the Clerk.

Mayor



Company Two Fire Apparatus
283 Foster Street, Varnville SC 29944 · 866-289-6188

Listing and Marketing Commission Agreement

The undersigned Seller and Company Two Fire Apparatus, ("Company Two Fire") being duly authorized, hereby enter into the following contractual agreement (the "Agreement") effective as of _____, 20____:

Apparatus: _____ (the "Apparatus")

Apparatus owned or exclusively offered for sale by: _____ ("Seller") If Apparatus not owned by Seller, then owner of the Apparatus: _____ ("Owner")

List Price: The price at which the Apparatus will be listed shall be _____, or such other price agreed upon by Seller and Company Two Fire (the "List Price")

Seller grants Company Two Fire the non-exclusive right to offer the Apparatus for sale for the List Price. Company Two Fire shall have the right, but not the obligation, to market and advertise the Apparatus in any media of Company Two Fire's choosing, including the internet, and co-brokering with Redline Fire Apparatus LLC. Seller represents and warrants that the information provided to Company Two Fire by Seller, Owner and their agents and representatives regarding the Apparatus is true and correct and Seller holds Company Two Fire harmless and indemnifies Company Two Fire from any liability resulting from inaccuracies in such information. Seller agrees to pay Company Two Fire the commission set forth below (the "Commission") if Seller or Owner sells the Apparatus or any other fire apparatus to a buyer referred by Company Two Fire (a "Referral"), or anyone acting on behalf of a Referral, whether or not the Apparatus is sold at the List Price. The Commission shall be calculated as follows:

- The greater of 10% of the sales price or \$500 if the subject Apparatus is sold for less than \$200,001; and
- 7% of the sales price if the subject Apparatus is sold for a price from \$200,001 to \$350,000; and
- 5% of the sales price if the subject Apparatus is sold for a price above \$350,000.

Payment of the Commission will be made to Company Two Fire within 10 days after the sale of the subject Apparatus. Seller shall pay interest in the amount of 1.5% per month on Commission not paid within such 10 day period. Seller further agrees that any additional costs incurred by Company Two Fire as part of collection efforts for past due Commission will be reimbursed to Company Two Fire by Seller. The Commission rights of Company Two Fire and the Commission obligations of Seller set forth in this Agreement shall survive expiration or termination of this Agreement.

Seller agrees to notify Company Two Fire and/or Redline Fire at the time of sale of the Apparatus as to the sales price and the name and address of the buyer, regardless of whether such buyer is a Referral which was referred by Company Two Fire and/or Redline Fire. Seller agrees that if Seller fails to provide such information then Seller will pay a Commission to Company Two Fire as if the buyer of the Apparatus was a Referral referred by Company Two Fire and the Apparatus was sold at the List Price.

Either party may terminate this Agreement at any time by notifying the other party in writing. If any sale of the Apparatus takes place to a Referral previously referred by Company Two Fire within one year subsequent to termination of this Agreement, Seller shall pay the same Commission to Company Two Fire as would have been paid if this Agreement had not been terminated.

Seller agrees that Company Two Fire may list, market and sell other fire apparatus to prospective buyers who are interested in the Apparatus, including but not limited to fire apparatus owned by Company Two Fire.

This Agreement shall create an independent contractor relationship between Company Two Fire and Seller. Company Two Fire shall at no time be considered an employee of Seller. Seller represents that Seller has full authority to enter into this Agreement. This Agreement constitutes the entire agreement between the parties. This Agreement and the terms and conditions herein may not be amended, modified or waived except by the written agreement of the parties hereto. The failure of the parties to adhere to strictly to the terms and conditions of this Agreement shall not constitute a waiver of the right of the parties later to insist on such strict adherence. This Agreement may be executed in any number of separate counterparts and all such executed counterparts shall constitute one agreement, which shall be binding on the parties notwithstanding that all parties are not signatories to the same counterpart or counterparts. Each party may transmit its signature by facsimile or e-mail (.pdf or similar) to the other party or parties, and any faxed or e-mail signature and/or faxed or e-mail counterpart of this Agreement shall have the same force and effect as an original. This Agreement shall be governed by, construed, and enforced in accordance with the laws of South Carolina. The undersigns by execution and delivery of this Agreement do hereby submit to the exclusive jurisdiction and venue of the state and federal courts located in Hampton County, South Carolina.

Agreed to by:

Seller:

Company Two Fire:

[insert seller name above]

COMPANY TWO FIRE APPARATUS

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____