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LABOR AGREEMENT
BY AND BETWEEN
THE CITY OF NORWOOD, OHIO
AND
LOCAL UNION #445,
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

Effective Through
December 31, 2015

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This Agreement is made between the City of Norwood, Ohio hereinafter referred to as “City” and Local Union #445, International Association of Fire Fighters, hereinafter referred to as “IAFF.”

WITNESSETH:

Definitions:

The term “Fire” shall mean all sworn employees of the Norwood, Ohio Fire Department, except for its Chief.

ARTICLE 1
RECOGNITION

For the Agreement period: January 1, 2013 through December 31, 2015, and for a continuing period thereafter, unless the Fire signatories tender written notice of their intent to repudiate this clause, the City agrees to recognize Local Union #445, International Association of Fire Fighters, as the exclusive bargaining agent, with exclusive bargaining rights for all sworn employees of the Norwood, Ohio Fire Department, except for its Chief.

EXCLUSIVE BARGAINING RIGHTS shall be interpreted to mean that the City shall not negotiate, meet, or confer with any person, group of persons, association, or union other than the recognized bargaining unit of the Norwood, Ohio Local Union #445, International Association of Fire Fighters, for the purpose of effecting or attempting to effect a change in the terms of this Agreement as it applies to any provision of this Agreement, and shall not permit any City employee or agent to adopt or continue any policy, procedure or program which is in conflict with any provision of this Agreement.

ARTICLE 2
ISSUES, COMPLAINTS AND GRIEVANCE PROCEDURE

The City recognized that conditions exist peculiar to the administration of the Fire Department which necessitate continuing discussions between the members of IAFF and the City Administration. To facilitate this discussion, the City agrees to periodic meetings with the duly appointed or elected members of the IAFF or their representatives, to hear issues and complaints relating to matters which adversely affect Fire employees and are not covered by the terms of this Agreement or under the jurisdiction of the Civil Service Commission. Issues and complaints may be presented to the Chief of the Fire Department, the Safety-Service Director or the Mayor. If the issue or complaint is presented out of the chain of command, it shall be reduced to writing and a copy given to the position which was passed over. A party to whom the issue or

complaint is presented must discuss the matter. Issues and complaints may be presented at any of the stated levels of administration. Discussion or presentation at any one particular level will not be a bar to presenting the issue or complaint at any other level.

The Safety-Service Director and/or the Mayor reserve(s) the right to meet with the respective Chief to compile any issues or information on a negotiated item without the IAFF.

Grievance Procedure

Definitions A grievance is defined as an allegation that the terms of this written Agreement have been violated or misrepresented or when there is a difference of opinion as to the application or interpretation of same. Resolution of grievances shall be pursued in accordance with the following steps:

Step 1: A member who has a grievance may discuss the grievance with his immediate supervisor if an oral discussion may be conducive to resolving the matter. An oral discussion will, however, not relieve the member from the obligation of filing a written grievance within the time periods set forth herein. Fire personnel grievances shall be reduced to writing and signed by the President of Local #445. All grievances shall set forth the details of the grievance (i.e., the facts upon which it is based, the approximate time of the occurrence, the relief or remedy requested), and shall be submitted to the Chief of the department involved within twenty (20) consecutive calendar days after reasonable knowledge of the occurrence. The calendar day following the date of knowledge of the occurrence shall be considered the first day of the twenty (20) day period. The Chief shall meet with the Grievant and Union representative prior to rendering an answer. The Chief shall give his answer in writing to the grievant within ten (10) consecutive working days after he receives the grievance.

Step 2: If the grievance is not resolved at Step 1 to the satisfaction of the grievant, it may be presented to the Safety-Service Director within ten (10) consecutive working days after receipt of the Chief's written decision. If the Chief has failed to timely respond at Step 1, the grievance may be submitted to the Director within ten (10) consecutive working days after the date on which the Step 1 written response was due. The Director shall meet with the Grievant and Union representative prior to rendering an answer. The Director shall give his answer in writing to the grievant within ten (10) consecutive working days after he receives the grievance.

Step 3: If the grievance is not satisfactorily settled at Step 2, the Union may, within ten (10) working days of receiving the Step 2 answer, submit the matter to mediation. Both the Federal Mediation and Conciliation Service (FMCS) and the State Employment Relations Board (SERB) shall be contacted for a list of mediators. If the parties cannot agree to the mediator, FMCS will be contacted to appoint a mediator. In the event that FMCS cannot provide a mediator within thirty (30) calendar days then SERB will be

contacted to appoint a mediator. If neither organization can appoint a mediator within thirty (30) calendar days, the earliest available mediator will be appointed. Upon mutual consent the parties can skip Step 3 and proceed directly to Step 4. At the present time the mediation service provided by SERB does not cost either party. Should this change, the City may elect to move to Step 4 or pay the entire cost of mediation.

Step 4: Arbitration: If the grievant is not satisfied with the Director's decision or proposed adjustment at Step 2, or in the event the Director fails to make a timely response, an arbitrator acceptable to both parties shall be appointed in accordance with the procedures set forth herein. Within thirty (30) consecutive calendar days following written notification of the Director's decision or proposed adjustment, or within thirty (30) consecutive calendar days following the date on which the Director's decision at Step 2 is required, the Federal Mediation and Conciliation Service (FMCS) will be contacted for a list of arbitrators. Each party shall have the right to reject the list once and request a new list from the FMCS. The City and the Union shall alternate case-to-case who shall be the first to strike one (1) name from the list. After the first strike, each side shall alternately strike one (1) name from the list until only one (1) name remains, who shall become the arbitrator. The entire cost of the arbitrator shall be paid by the losing party. The expenses of expert witnesses shall be paid by the party producing same.

Representation: The grievant shall have the right to be represented by legal counsel and/or a member of the Union of his choosing at any time after the completion of Step 1 of this procedure.

Employee Protection: All employees shall be free from any and all restraint, interference, coercion or reprisal on the part of their supervisors in filing any grievance or appeals, or in seeking information relating to the grievance. The above principles apply equally after final resolution of the grievance.

Emergency Conditions: Where there is an emergency condition, upon mutual agreement between the parties, any step or steps in this procedure may be combined to accelerate the resolution of the grievance. The time limits set forth herein may be extended provided such extension is agreed to in writing by both sides.

Additional Provisions: In a conversation between a management representative and employee that may result in something being put in an employees' personnel file and may be construed as a form of discipline, the employee is entitled to union representation if so elected. An employee may utilize the negotiated grievance procedure to adjudicate any disciplinary action not subject to Rule 17, Hearing and Procedures, of the Civil Service Commission's Rules and Regulations.

ARTICLE 3
EXCLUSIVITY

It is understood that the terms of this Agreement are negotiated exclusively on behalf of the members of the Fire Department of the City, and that the City shall not agree to automatically provide any benefit negotiated with the bargaining units for those employees to any other bargaining agency or unit representing any other group of City employees.

ARTICLE 4
SUBSTANCE ABUSE PROGRAM

Attached as Appendix H is the agreed upon Substance Abuse Policy for the City of Norwood and Bargaining Unit.

ARTICLE 5
CITY SECURITY

The IAFF agrees that during the term of this Agreement it will not originate any strike, slowdown or work stoppage against the City. The City will not lock out any employee or otherwise intentionally interrupt or prevent continuity of services in the Fire Department insofar as services are required in the normal and usual operation of the City, nor will it use any equipment or personnel except that of the City, or contract out any services provided by members of the IAFF except on a temporary emergency basis, after it has first made reasonable efforts to temporarily obtain replacement personnel and/or equipment from other Fire departments within Hamilton County.

ARTICLE 6
WAGES AND BENEFITS

Wages: Wage rates under this Agreement are as established for the appropriate classifications as ordained by the Council of the City of Norwood, Ohio. A schedule of those rates is marked as Appendix B, attached hereto and made a party hereof.

All Fire employees shall be paid bi-weekly. All new employees in the Fire Department shall start at the "on-appointment" step of the appropriate pay scale in Appendixes A or B.

Wage increases shall be as follows:

Effective January 1, 2013-----0% Increase

Effective January 1, 2014----Cost of Living Adjustment *

Effective January 1, 2015-----Cost of Living Adjustment *

*Commencing January 1, 2014 and each year thereafter, the first half BLS consumer price index (CPI-U) of the previous year shall be used as a new base to compute a new table for paying cost of living. At such time, all current Fire Department salaries shall be adjusted by a percentage equal to the percentage increase of the cost of living CPI-U as computed by the Bureau of Labor Statistics index, Cincinnati area, for the previous fiscal year.

ARTICLE 7
COMPENSATION IN LIEU OF COURT TIME

If any Fire Department employee is required to attend a City related court matter and this attendance produces overtime, the employee shall be compensated in accordance with the overtime provisions of this Agreement.

ARTICLE 8
VACATION LEAVE

A. Each full-time Fire Department employee, including full-time hourly rate employees, after service of one (1) year with the City, shall have earned and will be due upon the completion of the first year of employment, and annually thereafter, vacation leave equaling two (2) tours of duty (1 tour = 24 hours) with

full pay. One (1) year of service shall be computed on the basis of twenty-six (26) bi-weekly pay periods.

A full-time Fire employee with eight (8) or more years of service with the City shall be deemed to have earned and is entitled annually to vacation leave equaling four (4) tours of duty with full pay.

A full-time Fire employee with fifteen (15) or more years of service with the City shall be deemed to have earned and is entitled annually to vacation leave equaling seven (7) tours of duty with full pay.

A full-time Fire employee with twenty (20) or more years of service with the City shall be deemed to have earned and is entitled annually to vacation leave equaling nine (9) tours of duty with pay.

- B. Upon application filed with the City Auditor and approved by the Department Head not less than two (2) weeks prior to the commencement of a vacation period, any Fire employee may receive vacation pay equal to the amount of vacation he is legally entitled to that year, in advance.
- C. It is understood and agreed that Fire employees, at their option, may accumulate and bank up to fifty (50) tours to be comprised of vacation leave and/or holiday benefits after they have become a member of the bargaining unit. Unbanked vacation time must be used from one (1) year to the next, but at no time is the employee entitled to use more vacation time in one (1) year than he is entitled to by reason of what his or her seniority status calls for. All such payments shall be at the employee's current rate of pay (See Appendix F).
- D. Upon separation for any reason from service with the City, Fire employees shall be entitled to compensation at their current rate of pay for all accrued, unused or carried over earned vacation leave (including but not limited to banked time described in paragraph C above) remaining to their credit at the time of their separation.
- E. Vacation benefits shall be computed for each Fire employee in accordance with the earned vacation computation procedure set forth in the schedule marked Appendix C, attached hereto and made a part hereof.
- F. All Fire employees shall pick vacation, holidays and Kelly Days within their assigned unit only on the basis of departmental seniority. For the purpose of this section, rank or promoted position shall not be utilized in determining vacation selection, and no transfer, reassignment or other device shall be utilized to circumvent the provisions hereof. Employees shall be permitted to pick and or take vacation prior to their anniversary date, but shall reflect a negative vacation

balance with the City Auditor until said anniversary date is reached. This procedure shall be interpreted and enforced so as to not deny vacation rights to the covered employees, as requested by the Auditor's office. Alleged violations of the provisions of this section shall be subject to the grievance procedure starting at Step 1.

1. To conform with the Standing Orders and Protocol pertaining to Hamilton County Paramedics and in an attempt to maintain a paramedic service for the City of Norwood, there must be two (2) paramedics on-duty each day.
2. One (1) officer must be on-duty at all times, officer being a Lieutenant, a Captain or Assistant Chief.
3. Norwood Fire Department — Vacation, HRD, Holiday, Compensatory Scheduling:

Vacation, Holiday & Hourly Reduction Day Scheduling Procedures: Seniority for additional tours to be determined by recognizing the number of years of service completed during the year for which the vacation is picked.

Hourly Reduction Days – pick first: Hourly Reduction Days (Kelly Days) are to be picked first, by seniority in the Department.

The Fire Administration will determine the slots available to pick HRDs throughout the entire year as long as there is the same number for each day. A member will pick a day in the week that represents his Kelly Day and will be off that day every twenty-one (21) day cycle in order to maintain a forty-eight (48) hour workweek. Any time over the twenty-one (21) day cycle, the employee shall be paid one (1) hour per day at one and one-half (1½) times the employee's hourly rate.

HRDs will be selected once each year and will not be changed unless a transfer or retirement occurs. All days of the week may be used to select HR days.

Vacation/Holiday – pick second: Vacation days and three (3) holidays are to be picked second by the method of seniority in the department.

Once a vacation period is picked, it is not to be traded off, or any portion of it switched unless approved by the Chief. Trades will not create overtime or negatively affect MMP.

Vacations that a member wishes to save for retirement need not be picked, but notification must be given to the Chief's office on Form P-147.

There will be at least four (4) slots everyday throughout the year for picking HRD, vacation and holidays.

Remaining Holidays – pick third: Five (5) remaining holiday tours are to be picked third by seniority in the department.

Pick all holidays at one time, from remaining HRD/vacation slots.

Holidays that a member wishes to save for retirement need not be picked, but notification must be given to the Chief's office on Form P-147.

Compensatory Time: Using compensatory time can be selected at any time after ALL days have been selected. Compensatory time off shall be granted unless the use of such compensatory time unduly disrupts the operations of the Fire Department.

Once personnel have been contacted to pick days, only one (1) tour of duty can elapse or the time may be selected for them. This is to keep the progression of time selected moving. All delays shall be kept to the need or minimum.

Each unit officer is responsible for seeing to updating and maintaining the daily reminder book (red book) in the Captain's office (when we receive them).

Moving of Kelly Days: If transferred to another unit or the day is open due to retirements, dismissals, terminations, etc., the day will be filled by seniority if such event occurs on or before April 30th of the calendar year.

Time Trades: Time trades will be allowed as long as the person trading can fulfill the needed job and the above restrictions are met. If a time trade is made and the person filling in goes off track, then the person filling in will be responsible for the day. Trades must be made at least twenty-four (24) hours in advance with the approval of any officer on-duty the day the trade affects.

4. Any other restrictions other than any changes needed to meet Hamilton County protocol, Fair Labor Standards Act and state law relating to the use of vacation, holidays, hourly reduction days or compensatory time not set forth herein must be negotiated during the term of this Agreement.

ARTICLE 9

HOLIDAY BENEFITS

- A. The following holidays shall be celebrated with full pay by all Fire employees:

First Day of January
Third Monday in February (President's Day)
Good Friday
Last Monday in May (Memorial Day)
Fourth of July
First Monday in September (Labor Day)
Eleventh of November (Veteran's Day)
Fourth Thursday in November (Thanksgiving)
Friday after Thanksgiving
Twenty-fourth of December (Christmas Eve)
Twenty-fifth of December (Christmas)
Thirty-first of December (New Year's Eve)

- B. If a holiday in Subsection (A) above falls on a Sunday, the following Monday shall be considered and celebrated as the holiday. If a holiday in Subsection (A) above falls on a Saturday, the preceding Friday shall be considered and celebrated as the holiday. Christmas Eve Day (December 24th) and New Year's Eve Day (December 31st) shall be observed on the last working day prior to Christmas Day or New Year's Day.
- C. Fire employees assigned to twenty-four (24) hours duty shall be compensated for the above holidays on the basis of eight (8) tours of duty per annum.
- D. Fire Inspectors and Training Officer who work on a holiday shall be compensated at their regular rate of pay, but shall be permitted to select another day off with full pay in lieu of that holiday.

- E. Fire employees shall be permitted to accumulate earned holiday time but upon separation shall not be paid for any earned holiday time in excess of the total time that could have been earned as outlined in Appendix F. At no time is the employee entitled to use more holiday time in one (1) year than he is entitled to by reason of what his or her seniority status calls for. In the event of an emergency, the Fire Chief and the Safety-Service Director may approve a modification of this policy. All such payments shall be at the employee's current rate of pay at the time of separation.
- F. On January 1 of each year, the City shall purchase unused holidays and vacation days. The Auditor shall calculate the number of forgone holidays from the current year. Said days shall be purchased by the City at the employee's rate of pay in the year in which the holidays were earned and not used. On or before April 15th of each year, the employee shall be compensated for the purchased days.
- G. September 11th shall be observed by Fire employees as a holiday, but with no additional pay.

ARTICLE 10
SICK LEAVE BENEFITS

- A. Each Fire employee shall be entitled, for each completed pay period, to sick leave benefits as outlined in Appendix C. Employees may use sick leave upon approval of the responsible administrative officer of the employing unit for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees and to illness or injury in the employee's immediate family.
- B. The previously accumulated sick leave of an employee who has been separated from the public service for any reason shall be placed to his credit upon his reemployment in the public service. Pursuant to the provision of ORC §124.38, employees who transfer from one agency to another shall be credited with the unused balance of their accumulated sick leave up to the maximum of the sick leave accumulation permitted in the public agency to which the employee transfers.
- C. Evidence Required for Sick Leave Usage: When an employee uses sick leave for any reason he shall, upon return to work, complete an application for sick leave form to justify the use of sick leave. An employee who seeks medical attention or seeks medical attention for a family member shall provide a physicians statement in order for the sick leave to be approved.

- D. Physician's Statement: Eight (8) and ten (10) hour employees who have three (3) or more days of sick leave in a calendar year shall furnish a physician's statement for each subsequent day. Twenty-four (24) hour employees who have two (2) or more tours in a calendar year shall furnish a physician's statement for each subsequent tour. Personal days/tour do not count as occurrences.
- E. Physical Examination: The City may require an employee to take an examination conducted by a licensed physician, psychologist, dentist or chiropractor to determine the employee's physical or mental capability to perform the duties of his position. The cost of such examination shall be paid by the City.
- F. Abuse of Sick Leave: Employees failing to comply with sick leave rules and regulations shall not be paid. Employees abusing sick leave privileges may be charged with neglect of duty which may be cause for a disciplinary hearing. The City may initiate an investigation when an employee is suspected of abusing sick leave privileges. It is the intention of the City to formulate an absence control policy. Prior to implementation a policy committee of up to three (3) members of the Union and three (3) members of management shall meet as necessary to formulate the policy. If they are unable to agree on a final policy, the services of a SERB mediator will be employed.
- G. Personal Tour: All Fire employees shall be permitted to take one (1) "personal tour" off from work per calendar year. [2 days for 8 or 10 hour personnel]. This "personal tour" shall not require any excuse by the employee. Fire employees are required to give twenty-four (24) hours notice prior to taking this personal tour. The time used for this tour shall come from the employee's sick bank.
- H. The City reserves the right to assign employees to light duty who are partially disabled. Nothing herein is intended to conflict with or reduce the employee's right to workers' compensation benefits. Any Fire employee who shall sustain injury to his person while in the course of duty which injury disables him shall submit evidence of such injury and disability to the Safety-Service Director. Upon proof of such injury and disability, the Safety-Service Director shall certify to the Auditor of the City of Norwood that such Fire employee has been so injured and/or disabled. Upon such certification to the Auditor, such employee shall receive his regular compensation and no sick leave benefits shall be charged to him for a period not to exceed the first (1st) anniversary date of such injury, provided, however, that any and all workers' compensation salary benefits received by Fire employees shall be payable to the treasury of the City of Norwood pursuant to state law. Employees shall sign an agreement as shown in Appendix E.

ARTICLE 11
MEDICAL INSURANCE BENEFITS

- A. Coverage: The City shall pay all fees for members of its Community Mutual Basic and Supplemental Major Medical/Health Maintenance Plan Group as outlined in Appendix D or equal coverage. In addition, the City shall provide Health Maintenance Plan benefits in accordance with its past practice and procedure relative to that benefit.
- B. Health and Welfare Plan: Effective January 1, 1994, the City of Norwood will credit the sum of fifty-eight dollars (\$58.00) per month in a Health and Welfare account maintained in the name of each Fire employee. It is agreed that the City will work with the Local about the possibility of paying directly to a dental plan, if requested by the employee. It is fully understood that the City's total cost shall not exceed fifty-eight dollars (\$58.00) per month, which would then entitle the employee to receive a credit of fifty-eight dollars (\$58.00) per month in the Health and Welfare account. In the event an employee or his/her dependent incurs an optical, dental or health expense, that receipt, invoice, or bill for such expense may be submitted to the Auditor's office at any time the employee wishes. The check will be issued by the Auditor to the Fire employee within thirty (30) days from submission as reimbursement for the Health and Welfare expenses, but such reimbursement shall not exceed the amount currently credited to the employee's Health and Welfare account. At the time of the Fire employee's separation from City service for any reason, the balance remaining in his Health and Welfare account will be paid to the Fire employee.
- C. Payment of Premiums:
1. The City shall pay one hundred percent (100%) of the premiums necessary to provide all coverage under the Community Mutual Basic and Supplement major Medical/Health Maintenance Plan Group for all full-time employees initially hired prior to January 1, 1989. As to only those full-time Fire employees newly hired on or after January 1, 1989, the City shall pay eighty percent (80%) of the premiums necessary to provide all medical insurance benefits granted to all other Fire employees, and the employee shall pay twenty percent (20%) of the required premiums. The term "full-time employees" shall mean employees of the City whose normal duties of employment require their attendance at work for a minimum of forty (40) hours per week, excluding overtime work. In addition, the City shall pay all premiums for the same coverage as set forth above, for all full-time employees upon completion of a cumulative total of twenty (20) years of honorable service, upon termination of their employment, or to any full-time employee whose employment shall be

terminated for reasons of disability in conformity with the laws, rules and regulations of the Ohio Police and Firemen's Disability and Pension Fund.

2. However, all employees of the Norwood Fire Fighters Local #445 hired after January 1, 1987 shall receive the Health Maintenance Plan (HMP) provided by the City without cost to the employee. In the event any such employee elects coverage under the Community Mutual Basic and Supplemental Major Medical Plan, or any other medical insurance plan that is more costly than the HMP plan, the employee shall be responsible for twenty percent (20%) of the medical coverage premium and the City shall be responsible for the remaining eighty (80%) percent of the medical coverage premium.
3. All employees for whom coverage is provided herein shall have the option of subscribing to either the plan set forth above or to a group practice plan. This may be done only once a year at the designated time. If the monthly cost of the prepaid group practice plan is more than that of the negotiated insurance program, the employee is responsible for paying any more toward a prepaid group practice plan than is paid toward the negotiated insurance plan.

- D. Extended Coverage: In the event an employee becomes sick or disabled, thereby resulting in the total use of all accumulated sick and vacation leave, the City shall pay any and all premiums for the negotiated insurance plan herein provided, for a period not to exceed three (3) months with the employees paying one hundred percent (100%) of the premiums for the next fifteen (15) months as provided for by COBRA law.

Benefits provided herein shall inure to the benefit of widows and surviving dependant children of retired or disabled Fire employees and to the widow and surviving dependent children of any employee who dies or is killed in the line of duty or in the course of employment.

The benefits provided above, as they relate exclusively to the employees under retirement, shall not accrue or be applicable to any employee who entered City service on or after January 1, 1975 unless the employee is entitled to coverage pursuant to the provision of the following:

The benefits provided herein to employees upon retirement shall not accrue or be applicable to any employee who enters employment with the City on or after January 1, 1975. Such employees shall be limited to such retirement health insurance programs as are or shall be provided by the Public Employees Retirement System and/or the Police and Firemen's Disability and Pension Fund of the state. In the event, however, that the health insurance programs provided to retired employees by the Public Employees Retirement System and/or the Police and Firemen's Disability and Pension Funds of the state are discontinued or reduced so as to be incomparable to the benefits provided by this section, the City will provide equivalent benefits to such retired employees and beneficiaries as are provided by this section. The City will avoid the premium cost of duplicate health care benefits for existing retired personnel who have entered employment with the City on or after January 1, 1975.

Such employees shall be limited to the retirement health insurance programs as are available or provided by the Ohio Police and Firemen's Disability and Pension Fund.

- E. Optional Coverage: All full-time employees have the option to accept the medical insurance provided in this article, or to decline such coverage and, if not otherwise covered under a City policy, receive a lump sum annual payment of two thousand five hundred dollars (\$2,500.00). All payments provided for in this paragraph shall be made on or before the fifteenth (15th) day of December of each calendar year. Any employee desiring to elect the \$2,500.00 option must do so, in writing, on or before December 15 of the preceding year.
- F. Testing for Blood Borne or Contagious Diseases: The City shall continue to cover the costs of any tests administered to any employee for detection of any blood borne or contagious diseases if the expense for said testing is not covered by Worker's Compensation. The Safety-Service Director has the final decision with respect to the payment of the cost of any such testing that is disallowed by Worker's Compensation.
- G. The IAFF agrees to cooperate with the City and all other bargaining units for the purpose of investigating methods to provide equivalent or better medical insurance benefits for all persons covered by this Agreement, including but not limited to the selection of replacement insurance providers, at reduced costs to the City.

ARTICLE 12
LONGEVITY PAY

All full-time Fire employees who shall have completed five (5) years of service shall be eligible and receive additional longevity compensation as follows:

- A. Upon completion of five (5) years of service as of January 1st of each calendar year, the employee shall receive an additional payment of compensation in the amount of four hundred dollars (\$400.00).
- B. Upon completion of each additional year of service beyond five (5) years as of January 1st of each calendar year, the employee shall receive an additional payment of compensation in the amount of twenty-five dollars (\$25.00) for each additional year of service.
- C. Upon completion of twelve (12) years of service as of January 1st of each calendar year, the employee shall receive thirty dollars (\$30.00) instead of twenty-five dollars (\$25.00) for each year of service beyond five (5) years.
- D. Upon completion of twenty (20) years of service as of January 1st of each calendar year, the employee shall receive fifty dollars (\$50) for each year of service beyond five (5) years.

All longevity payments shall be made by separate check on or about December 1st of each calendar year. If a member leaves the Norwood Fire Department for any reason before his/her full payment is due, it will be made to the member at a prorated amount depending on the date.

ARTICLE 13
CLOTHING ALLOWANCE AND MAINTENANCE FEES

Each Fire employee is authorized a non-cumulative allowance for clothing as follows:

- A. Upon initial appointment: City to supply all clothing and equipment mandated by the Fire Department Chief and Safety-Service Director.
- B. Upon completion of one (1) year of service and thereafter: Each employee shall be paid the sum of seven hundred fifty dollars (\$750.00) for purchase of uniforms or equipment. Payment shall be made by separate check on or before April 15 of each year.

- C. Work clothing damaged as a result of job activities are to be replaced or repaired at the City's cost. Requisition for damaged clothing must be submitted to the Auditor's office within ten (10) working days of the submission of said claim by the individual. The said claim must first be approved by the Fire Department Chief before being submitted to the Auditor's office for payment. Such payment will be in the form of a credit to that individual's clothing allowance.
- D. Required safety turnout gear shall be furnished and/or replaced by the City at its sole expense and shall not be paid for out of the Fire employee's annual clothing allowance.

Norwood Fire Department

Recruit Requirements: The following items listed below are articles of clothing which are required for each new Fire recruit entering the Norwood Fire Department as per the Fire Department's Clothing Specifications. These Specifications may be changed from time to time by the Fire Chief and the Safety-Service Director in the best interests of the Norwood Fire Department. All changes shall meet the current Norwood Fire Department Clothing Specifications.

Protective Clothing

- 1 Pair of bunker pants with suspenders
- 1 Pair of bunker boots
- 1 Turn out (bunker) fire coat
- 1 Fire helmet with shield
- 1 Protective hood
- 2 pair of firefighting gloves
- 1 SCBA face piece
- 1 Responder type flashlight

Dress Uniform

- 1 Breast badge
- 1 Hat badge
- 1 Name plate
- 1 Hat wreath
- 1 Dress uniform hat
- 1 Dress Blouse
- 1 Short sleeve white dress shirt
- 1 Long sleeve white dress shirt
- 1 Uniform tie
- 2 Uniform dress pants
- 1 pair of dress uniform shoes
- 1 Black double breasted overcoat

Work Uniform

- 4 Short sleeve work uniform shirts
- 2 Long sleeve work uniform shirts
- 4 Uniform blue t-shirts
- 2 Uniform long sleeve sweatshirts
- 3 Uniform work pants
- 1 Pair of work uniform shoes
- 2 Black uniform belts
- 6 pair of black uniform socks
- 1 Yellow responder jacket with liner

ARTICLE 14
PROBATIONARY PERIOD

The probationary period for all new employees hired in the bargaining unit shall be one (1) year from their certification as a Fire Fighter or from their date of hire, whichever comes last. Termination of an employee during this period may be done in accordance with state law. An employee who receives a promotion shall be in a probationary period for one hundred twenty (120) days from the date of promotion, during which time the City may revoke the promotion in accordance with state law.

ARTICLE 15
LIABILITY COVERAGE

- A. During the term of the Agreement, the City shall maintain and all Fire employees performing ambulance or paramedic services shall continue to be covered under an “Ambulance Attendant’s Errors and Omissions”: insurance policy, which may be provided by either a separate insurance policy or through inclusion in a City wide insurance policy, which provides such coverage in the sum of at least two million dollars (\$2,000,000.00) per occurrence, or in the aggregate.
- B. Any claim or suit brought against any Fire employee arising from or due to any action or inaction on the part of any such employee while in the scope of his employment shall be defended by the City Law Director until final termination of all proceedings resulting therefrom. The City shall save such employee harmless from personal liability or judgment resulting from any such claim or suit, absent willful or wanton negligence or intentional misconduct on the part of the employee.
- C. All Fire employees shall be covered by additional public employee liability insurance policies, if any, purchased by the City during the period of this conduct.

ARTICLE 16
MINIMUM MANPOWER

- A. Effective January 1, 2013, the minimum manning shall be Eleven (11) full-time Fire Fighters on the line at any given time. Effective January 1, 2014, the minimum manning shall be Twelve (12) full-time Fire Fighters on the line at any given time. Effective January 1, 2015, the minimum manning shall be Thirteen (13) full-time Fire Fighters on the line at any given time. Eight (8) hour personnel, excluding the Chief, will be considered as part of the required minimum manpower only if they are on-duty to fill in for short term absences of Fire Fighter or EMS personnel who are in court, school or on emergency leave. In

the event there are extended periods of time in excess of forty-five (45) days where the minimum manpower benefit must be paid (for reasons other than the City's failure to fill a vacancy), the City reserves the right to include eight (8) hour personnel. This forty-five (45) day period may be waived with mutual agreement of the Chief and the Union President. It is understood that any personnel assigned to the line will perform all duties normally performed by line personnel.

- B. Fire employees, when required to work minimum manpower hours, shall be compensated for such work at the following rate:

A per hour rate equal to one and one-half (time and one-half) times the individual's own hourly rate.

- C. Employees called to work for any other reason than the above will be compensated as set forth in the Overtime provision of this Agreement.

ARTICLE 17

TERMINAL LEAVE

- A. All Fire employees who shall have an accumulated balance of unused sick leave at the time of their separation shall receive a lump sum payment in the amount equal to two-thirds of such accumulated sick leave as terminal leave pay. Such payment shall be made only upon honorable termination of employment, or upon retirement in conformity with the statutes regulating the Ohio Police and Firemen's Disability and Pension Fund, or upon the death or permanent disability of a Fire employee. All payments shall be made at the rate of the employee's current pay at the time of his separation, or the average of the highest five (5) years of salary or compensation paid the employee during his service, whichever is greater.
- B. For all unused sick time prior to 1997 in excess of the employee's bank, the employee shall be paid in a lump sum at separation an amount equal to two-thirds ($\frac{2}{3}$) of such accumulated sick time on the terms and conditions set forth in Subsection A of this Article.
 - 1. For the 2009 contract year only, the City shall buy back on or before April 1st of each following employment year two-thirds ($\frac{2}{3}$) of the employee's unused sick leave accumulated during each preceding employment year. If any employee misses two (2) tours or less (24 hour personnel) or four (4) days or less (8 hour personnel) within the calendar year the employee will be paid out their unused sick leave at one hundred percent (100%). This

payment will be based on the individual employee's then current hourly rate of pay as computed in paragraph II of Appendix A.

2. The City shall buy back on or before September 1st of each employment year two-thirds ($\frac{2}{3}$) of the employee's total sick leave for that calendar year minus any used to date. If any employee misses two (2) tours or less (24 hour personnel) or four (4) or less for (8 hour personnel) in the twelve (12) months preceding September 1, the employee will be paid out their sick leave for that year at one hundred percent (100%). This payment will be based on the individual employee's then current hourly rate of pay as computed in Appendix B.

The employee's accumulated sick leave shall be held in escrow to a maximum of one hundred twenty (120) days (960 hours) including any time earned after January 1, 1994. To qualify for reimbursement of unused sick leave, the employee must have one hundred twenty (120) days (960 hours) in his individual escrow account. This will be for the employee's security and can be used for retirement lump sum reimbursement as outlined in paragraph A of this article. If the employee has in excess of one hundred twenty (120) days (960 hours) of accumulated sick leave as of December 31, 1985, then that particular amount of days is frozen and can only decrease if the employee uses more sick leave in one (1) year than he can accumulate in one (1) year. Therefore, the employee cannot be compensated for unused sick leave by using his total accumulated sick leave which is held in escrow. If an employee's escrow account falls below one hundred twenty (120) days (960 hours), the employee must build his account back to one hundred twenty (120) days (960 hours) before he may receive his annual compensation for unused sick leave. This article does not create any new banks. All accrued banks prior to January 1, 1997 shall be protected and paid in accordance with the applicable Collective Bargaining Agreement then in effect.

- C. For purposes of this Agreement, "days" shall be defined as (8) hour periods, and "tours" shall be defined as twenty-four (24) hour periods.

ARTICLE 18

OFF-DUTY SCHOOL ATTENDANCE

All Fire employees attending any school or class authorized by his/her Chief, during off-duty hours, shall be reimbursed for said training by payment in time back (compensatory time) for all off-duty hours actually spent in school or class attendance, plus approved

travel time. This compensatory time will be reimbursed on a time and one-half ratio. All schools to be posted for sign up. The City agrees to pay for all certifications, licenses and registrations that are required/related to the employee's current job.

Training Allowance: Beginning January 1, 2004 each Fire employee will be given a bank of twenty-four (24) hours each year to be used for training and paid as stated above. This bank of hours will be considered separate from the required training mandated by the Chief. In order to use this bank of hours an employee must submit a request to the Chief including the class description, class sponsor/presenter, time, date and location. The employee must have approval of the Chief in order to be paid for the time attending the training. The Chief shall not unreasonably withhold approval. Once a particular class has been approved by the Chief, it is considered approved as an acceptable training allowance for other members. Each Fire employee is still required to submit a request to the Chief and gain approval. Use of these training hours cannot create overtime or another unreasonable issue with staffing in the Fire House. All members shall be permitted to carry any unused training allowance over to the following year for a maximum of forty-eight (48) hours. Any unused training allowance time beyond the twenty-four (24) hours will be forfeited each year.

Employees shall be reimbursed the cost of the training class within thirty (30) days of proof of successful completion of the class and proof payment.

ARTICLE 19 **FUNERAL LEAVE**

Fire employees shall be afforded funeral leave upon the death of a member of the employee's immediate family. Funeral leave usage shall be limited to time actually required to attend the funeral, make necessary funeral arrangements and accomplish related matters. Maximum funeral leave shall be limited to three (3) working days for eight (8) hour employees and one (1) tour of duty for Fire employees on twenty-four (24) hours. For the purpose of this Article, a member of the immediate family shall be defined as the employee's mother, father, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, legal guardian or other person standing in place of the parent. Additional leave needed for immediate family will be charged to sick leave.

The compensable day or days must fall within the employee's regularly scheduled work week.

ARTICLE 20 **SAVINGS CLAUSE**

Members of the bargaining unit shall be afforded reasonable on-duty time to investigate, document and finalize all materials which are felt to be a part of the labor-management relationship defined herein, in order to be prepared for the regularly scheduled quarterly meetings. The City shall grant reasonable access to its records and personnel for the purpose of accomplishing the intent of this Agreement. Copies of all City documents and records which are necessary for such purposes shall be provided by the City at no charge. Requests for duty time and use of City equipment to prepare for labor-management meetings must be approved by the unit officer and the Fire Chief, which approval will not be unreasonably denied.

If any article or section of this Agreement shall later be declared invalid, unlawful or unenforceable by reason of any existing or subsequently enacted federal or state legislation, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event of invalidation of any article or section for such reasons, the City and the bargaining unit agree to meet within thirty (30) days of the date on which both the City and the bargaining unit are notified of the invalidation, for the purpose of renegotiating said Article or Section.

In the event the provisions of Chapter 4117, ORC, are repealed or substantially modified, the City's present collective bargaining ordinance shall control.

ARTICLE 21

TERM OF AGREEMENT

This Agreement shall be effective as of 12:01 a.m. on the first (1st) day of **January 2013** and shall remain in full force and effect until 12:00 midnight on the thirty-first (31st) day of **December 2015**. Either party desiring to terminate, modify or negotiate a successor collective bargaining agreement shall serve written notice upon the other party of the proposed termination, modification or desire to negotiate. The party must serve such notice not less than sixty (60) days prior to the expiration date of the existing Agreement. Said notice shall set forth the proposed modifications and the parties shall meet within a reasonable time to negotiate with respect to the proposed modifications. The parties shall continue in full force and effect all terms and conditions of the existing Agreement until the matter is either settled by the parties or decided by the appropriate arbitrator or other party appointed pursuant to RC Chapter 4117.

ARTICLE 22

RECERTIFICATION PAY

A certified paramedic will receive payment of one thousand dollars (\$1,000.00) when he successfully completes all the required criteria for a subsequent recertification, as set up

by the Ohio Board of Regents and University Hospital. Any employee who is actually working as a Fire Fighter/Paramedic at the time of recertification shall receive the sum of one thousand five hundred dollars (\$1,500.00). Any employee who is actually working as a Paramedic II at the time of recertification shall receive the sum of two thousand dollars (\$2,000.00). Employees who receive the payment will agree to remain in the paramedical levels for one (1) year from the date on which he/she received the money, unless promoted within the Fire Department.

All new hires after January 1, 2007, are required to obtain State of Ohio Certification as a Paramedic within four (4) years of the "date of hire" as a City of Norwood Fire Fighter. Immediate termination will result at the end of the four (4) years without this certification. Fire Fighter/Paramedics hired after January 1, 2007, must keep paramedic certification, unless promoted to another position.

ARTICLE 23 **OVERTIME**

In the event a Fire employee is called in to work additional hours over and above the employee's regular weekly schedule or that which is not covered under Article 16, Minimum Manpower, they will be compensated at the following:

If call in for one (1) hour or less, employee will receive one and a half (1½) the employee's hourly rate for one (1) hour.

If call in for over one (1) hour but less than 2⅔ hours, employee will receive four (4) hours straight time at his hourly rate.

If employee works over 2⅔ hours but less than four (4) hours, he/she will receive four (4) hours at time and one-half (1½) the employee's hourly rate.

If employee works over four (4) hours, he/she will be paid time and one-half for each hour worked, paid one half (½) hours.

There is a minimum of four (4) hours compensation for each time a Fire employee is called in.

A Fire employee called in on an emergency basis will be compensated as provided above. The Fire employee will remain on-duty only until all regularly assigned personnel are back on track, and all Fire vehicles and equipment have been placed back into service and he has been released by the unit commander. Fire employees will not be required to perform regular daily assigned chores and duties after the emergency is over.

If a Fire employee is asked to stay over on their shift or is required to work additional hours under Minimum Manpower (MMP), at the employee's option he shall be compensated at a rate of time and one-half (1½) their normal rate of pay or time and one-half (1½) compensatory time for each hour worked. The four (4) hour minimum does not apply to this section.

Time held over from between one (1) and sixty (60) minutes will be considered one (1) hour's pay at time and one-half (1½) rate. Time held over in excess of sixty (60) minutes shall be computed in half hour (½) segments (from one [1] to thirty [30] minutes entitle the employee to one-half [½] hour pay at time and one-half (1½) rate and from thirty-one [31] to sixty [60] minutes entitle the employee to one [1] hour's pay at time and one-half [1½] rates).

The employee has the option of accepting either the appropriate rate of pay or appropriate compensatory time as outlined above.

Assignment of overtime will be made on a rotating basis within all ranks. A person has the right to refuse overtime, except in an emergency. Only personnel covered by this Agreement who are state-certified Fire Fighter and EMTs shall be entitled to this overtime benefit.

ARTICLE 24 **COMPENSATORY TIME**

Employees have the option of receiving money or compensatory time at the appropriate conversion rate for all overtime worked. Employees may accrue a maximum of two hundred forty (240) hours of compensatory time. With the agreement of the Safety-

Service Director which shall not be unreasonably withheld, bargaining unit employees may elect to take compensatory time off in lieu of overtime pay at the appropriate conversion rate, at a mutually agreeable time that is convenient to the employee and management within one hundred eighty (180) days after such compensatory time is earned. If the compensatory time accrued has not been taken off within the one hundred eighty (180) days, such compensatory time shall be paid to the employee at his current rate of pay. All existing compensatory time banks in excess of two hundred forty (240) hours shall be protected and shall be paid out when the employee separates, at the employee's then current rate of pay, in accordance with any collective bargaining agreement in effect at the time of accumulating or in accordance with past practice if no collective bargaining agreement was then applicable.

ARTICLE 25
GROUP LIFE INSURANCE

On or before January 31 of each agreement year, the City shall pay to Local Union #445, IAFF, a sum equal to three hundred dollars (\$300.00) for each member of the bargaining unit, as reimbursement for group life insurance maintained on behalf of its members by Local #445. The Union shall certify to the City Auditor the payment of all insurance premiums in an amount equal to or greater than the City's payment. For new hires, the City's obligation shall be prorated based on the number of months in the year during which the new hire is a member of the Union.

ARTICLE 26
UNION LEAVE

The City shall grant to the President of Local #445 or his designee, four (4) tours or equivalent of leave each calendar year in order to conduct Union affairs. The Union President shall give reasonable advance notice to the City regarding use of Union leave.

ARTICLE 27
PRE/POST RETIREMENT PROGRAM

Retirement benefits may be paid out over a three (3) year period, prior to retirement or post, at the employee's option.

At any time, a Fire employee may elect to receive a three (3) year payout of his lump sum benefits which include accumulated vacation leave, holidays, Kelly days (HRDs), compensatory time, or any other benefit in this Agreement, excluding sick leave and dental-optical which will be paid out upon termination, providing the following conditions exist.

1. The employee must submit a letter from the Pension Board verifying he/she has twenty-two (22) years of pension credit.
2. The employee must submit a letter stating that he/she wants to begin his/her buyout. The letter must be submitted no later than thirty (30) days prior to its implementation.
3. The employee must have at least one (1) full year of accumulated benefits on the books saved. A final adjustment must be made by the City in the last and final year of payout. This adjustment would cover any pay increase or other circumstances that might have affected this payout in the first (1st) and second (2nd) payments.
4. Post retirement must be announced sixty (60) days prior to retirement, in writing, expressing employee desire to participate in post retirement payout.

5. The first year of the three (3) year buyout the employee is paid one-half (1/2) of their eligible saved banks at the current year's rate of pay. In the second year the employee is paid the other one-half (1/2) of their remaining eligible saved banks at the previous set rate of pay. In the third year the employee is paid the remainder of their eligible saved banks at the previous set rate of pay. An employee may continue to save eligible time during the first two (2) years of their buyout period as long as the total does not exceed the maximum allowable by this Agreement.

TOTAL LUMP SUM BENEFITS to include the following:

1. 75 tours (refer to Appendix F)
Comprised of:
 - a) Vacation Leave
 - b) Holidays
 - c) Previously Accumulated Kelly days (HRDs)

2. Additional Benefits
Comprised of:
 - a) Compensatory Time, accumulated
 - b) Sick Leave
 - c) Unused optical-dental
 - d) Any other benefit covered in this Agreement

NOTE: The employee may at his option receive a check or invest in deferred compensation or any other program the employee may choose, as the law allows.

ARTICLE 28

PENSION PICK-UP PLAN

Local #445 and the City agree on the Pension Pick-up Plan as outlined in Ordinance 29, 1986. This Ordinance is attached hereto as Appendix G, hereby made a part of the Agreement and shall only be changed through the collective bargaining process.

ARTICLE 29
PROMOTIONS, ACTING PAY AND TEMPORARY PAY

The City will comply with the terms of Ohio law in regard to promotions, acting pay and temporary pay.

Addendum

The City and the Union shall meet at a mutually agreed upon time to establish acting pay guidelines for the Norwood Fire Division. This issue must be resolved and in place before December 31, 2013.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this _____ day of _____, _____.

FOR THE CITY OF NORWOOD,
OHIO

FOR LOCAL #445, IAFF

Thomas F. Williams.
Mayor

Bobby Schlachter
President

Joseph C. Geers
Safety-Service Director

George Schneider
Vice President

Curtis Goodman
Fire Chief

**APPENDIX “A”
TABLE OF ORGANIZATION AND COMPLIMENT**

The compliment of the Norwood Fire Department shall not fall below the following:

Chief	1
Assistant Chief.....	1
Line Captain	3
Staff Captain.....	1
Lieutenant	6
Paramedic II.....	0
Fire Prevention Specialist.....	2
Engineer/ATO Engineer.....	9
Fire Fighter/Fire Fighter Paramedic	30
Total.....	53

The Paramedic II position will be discontinued by attrition. The current members in the Paramedic II position will not be affected by this change and will remain in this paid position until being promoted or leaving the position for other reason.



Addendum

For the purpose of helping the City to balance its budget, the Union agrees to allow the City to forego hiring 4 (four) entry level firefighters through December 31, 2014; at which time this addendum shall be eliminated.

APPENDIX B

2012 Fire Department

(2013-2015 will be adjusted according to contract)

POSITION	ANNUAL	1 & 1/2	STRAIGHT	120 HOURS	BI-WEEKLY
ASSTISTANT CHIEF	\$86,812.72	\$62.6053	\$41.7369	\$27.8246	\$3,338.95
CAPTAIN	\$81,951.91	\$59.0999	\$39.4000	\$26.2666	\$3,152.00
LIEUTENANT	\$77,666.00	\$56.0091	\$37.3394	\$24.8929	\$2,987.15
PARAMEDIC II	\$75,119.73	\$54.1729	\$36.1153	\$24.0768	\$2,889.22
PREVENTION SPECIALIST	\$75,119.73	\$54.1729	\$36.1153	\$24.0768	\$2,889.22
ENGINEER	\$72,343.45	\$52.1708	\$34.7805	\$23.1870	\$2,782.44
DRIVER/ATO	\$72,343.45	\$52.1708	\$34.7805	\$23.1870	\$2,782.44
FIRE 4 W/EMT-P	\$72,343.45	\$52.1708	\$34.7805	\$23.1870	\$2,782.44
FIRE 4	\$68,448.40	\$49.3618	\$32.9079	\$21.9386	\$2,632.63
FIRE 3 W/EMT-P	\$68,277.65	\$49.2387	\$32.8258	\$21.8839	\$2,626.06
FIRE 3	\$65,026.33	\$46.8940	\$31.2627	\$20.8418	\$2,501.01
FIRE 2 W/EMT-P	\$64,683.96	\$46.6471	\$31.0981	\$20.7320	\$2,487.84
FIRE 2	\$61,603.81	\$44.4258	\$29.6172	\$19.7448	\$2,369.38
FIRE 1 W/EMT-P	\$61,026.29	\$44.0093	\$29.3396	\$19.5597	\$2,347.17
FIRE 1	\$58,120.12	\$41.9135	\$27.9424	\$18.6282	\$2,235.39
FIRE CERTIFIED W/EMT-P	\$57,497.19	\$41.4643	\$27.6429	\$18.4286	\$2,211.43
FIRE CERTIFIED	\$54,759.24	\$39.4898	\$26.3266	\$17.5510	\$2,106.12
FIRE ON APPOINTMENT	\$47,913.81	\$34.5532	\$23.0355	\$15.3570	\$1,842.84

NOTE: 1 & 1/2 BASED ON 80 HOUR BI-WEEKLY

APPENDIX "C"
VACATION

TWENTY-FOUR (24) Hour Personnel:

1-7 years	2 tours (2 x 24= 48 hours)
8-14 years	4 tours (4 x 24= 96 hours)
15-19 years	7 tours (7 x 24= 168 hours)
20+ years	9 tours (9 x 24= 216 hours)

EIGHT (8) HOUR PERSONNEL:

1-7 years	2 weeks = 10 days
8-14 years	3 weeks = 15 days
15-19 years	4 weeks = 20 days
20+ years	5 weeks = 25 days

TEN (10) HOUR PERSONNEL (FOUR [4] DAYS WEEK):

1-7 years	—	2 weeks = 08 days
8-14 years	—	3 weeks = 12 days
15-19 years	—	4 weeks = 16 days
20+ years	—	5 weeks = 20 days

Vacation is to be earned upon completion of a full year or a multiple thereof (anniversary date). Upon Separation of employment, vacation shall be prorated.

SICK LEAVE – ACCUMULATION

Sick leave is accumulated on a forty-eight (48) hour week basis for twenty-four (24) hour employees and on a forty (40) hour week basis for eight (8) and ten (10) hour week employees.

TWENTY-FOUR (24) HOUR PERSONNEL: Accumulation shall be at a rate of twelve (12) hours per month for a total of one hundred forty-four (144) hours per year.

EIGHT (8) HOUR PERSONNEL: Accumulation shall be at a rate of 4.6 hours per each completed eighty (80) hours of service for a total not to exceed one hundred twenty (120) hours per year. Service for the purpose of sick leave accrual includes the following: regular hours worked, paid vacation, and holidays. It does not include time spent on sick leave, injury leave, unpaid leave, unpaid suspension, or layoff.

Sick leave shall be charged at eight (8) hours per eight hour day.

TEN (10) HOUR PERSONNEL: Accumulation shall be at a rate of 4.6 hours per each completed eighty (80) hours of service for a total not to exceed one hundred twenty (120) hours per year. Service for the purpose of sick leave accrual includes the following: regular hours worked, paid vacation, and holidays. It does not include time spent on sick leave, injury leave, unpaid leave, unpaid suspension, or layoff.

Sick leave shall be charged at ten (10) hours per ten (10) hour day.

SICK LEAVE – USE OF

TWENTY-FOUR (24) HOUR PERSONNEL: Sick leave shall be charged at twenty-four (24) hours per twenty-four (24) hour tour.

EIGHT (8) HOUR PERSONNEL: Sick leave shall be charged at eight (8) hours per eight (8) hour day.

TEN (10) HOUR PERSONNEL: Sick leave shall be charged at ten (10) hours per ten (10) hour day.

HOLIDAYS

All twenty-four (24) hour personnel shall accrue and receive holidays at a rate of eight (8) tours per year or one hundred ninety-two (192) hours.

APPENDIX “D”

ANTHEM			
Dependent Eligibility	Dependent children to age 19; age 24 if federal tax exemption		
Pre-Existing Conditions (Future Hires)	Any condition treated 6 months prior to the effective date will not be covered until 12 months covered under the plan.		None
PCP Referral?	No		No
Type of Plan	Blue Access PPO		Blue Priority HMO
Benefits	Network	Non-Network	Network
Deductible	None	\$300/Single; \$600/Family	None
Coinsurance	100%	70%	100%
Out-of-Pocket Annual Maximum (includes deductible)	\$550/Single; \$1,000/Family	\$1,000/Single; \$2,000/Family	\$1,000/Single; \$2,000/Family
Lifetime Maximum	\$5,000,000		Unlimited
Office Visit			
*PCP Sick Visit	\$10 copay	Deductible, then 70/30	\$10 copay
*Specialist Visit	\$10 copay	Deductible, then 70/30	\$10 copay
*Wellness	\$10 copay	Deductible, then 70/30	\$10 copay
*Allergies	\$10 copay	Deductible, then 70/30	\$10 copay
*Vision	\$10 copay	Deductible, then 70/30	\$10 copay
Inpatient Hospital	\$250 copay	Deductible, then 70/30	\$250 copay
Outpatient Hospital			
*Facility/Physician	Covered @ 100%	Deductible, then 70/30	Covered @ 100%
*Diagnostic Lab	Covered @ 100%	Deductible, then 70/30	Covered @ 100%
*Routine Lab	Covered @ 100%	Deductible, then 70/30	Covered @ 100%
*Emergency (waived if admitted)	\$75 copay		\$75 copay
*Urgent Care	\$25 copay		\$25 copay
Mental Health/Substance Abuse			
*Inpatient	\$250 copay; Limited to 30 days per calendar year	Deductible, then 70/30	\$250 copay; Limited to 30 days per calendar year
*Outpatient	\$15 copay; Limited to 50 visits per calendar year	Deductible, then 70/30	\$15 copay; Limited to 50 visits per calendar year
Prescription Drugs	\$8/generic formulary; \$15 /brand formulary; \$25/non-formulary	Covered @ 50%	\$8/generic formulary; \$15/brand formulary; \$25/non-formulary
Mail Order (90 day supply)	\$16/generic formulary; \$30/brand formulary; \$50/non-formulary	Not Covered	\$16/generic formulary; \$30/brand formulary; \$50/non-formulary

APPENDIX "E"
WORKERS' COMPENSATION AGREEMENT

It is mutually agreed by and between the City of Norwood and the Claimant, _____, who is alleging an injury on _____, while in the course of and arising out of his employment with the employer named herein, that since wages, or part thereof, for a reasonable period from the date following said alleged injury, the claimant authorizes the Industrial Commission of Ohio to mail his warrants for compensation in care of the City of Norwood.

The Claimant also agrees to endorse such warrants received from the Industrial Commission of Ohio, in favor of the City of Norwood, in order that the City of Norwood may be reimbursed to the extent of the advancements made to Claimant, or any position thereof as agreed upon.

It is also agreed and understood by the Claimant that any payment of regular wages, or part thereof, is made in order to assist him during the period his claim is being prepared, filed and considered by the Industrial Commission of Ohio.

CITY OF NORWOOD

CLAIMANT

WITNESS

WITNESS

APPENDIX "F"

The provisions of this Appendix supercede conflicting provisions set forth in articles 6, 8 and 28 of this Agreement.

Upon retirement, each employee shall be entitled to 22.5% of his/her final year's salary, regardless of his/her actual retirement date. Vacation may be used to meet the Fair Labor Standards Act work schedule requirements.

All Fire personnel may accumulate twelve hundred (1200) hours of vacation, holidays, and previously accumulated Kelly Days.

Time to be converted within sixty (60) days of retirement date.

APPENDIX "G"
PENSION PICK-UP PLAN

Attach Ordinance 29-1986.

POSITION	STRAIGHT TIME	TIME AND A HALF
Assistant Chief	\$27.77	\$41.66
Captain	\$26.22	\$39.33
Lieutenant	\$24.85	\$37.28
Paramedic II/Prev. Spec.	\$24.00	\$36.00
Paramedic I/ATO – Engineer	\$23.15	\$34.73
Fire Fighter II after 4 years	\$21.90	\$32.85
Fire Fighter after 3 years	\$20.80	\$31.20
Fire Fighter after 2 years	\$19.71	\$29.57
Fire Fighter after 1 year	\$18.59	\$27.89
Fire Fighter Certified	\$16.65	\$24.98
Fire Fighter on appointment	\$15.33	\$23.00

Straight time is based on 80 hours bi-weekly

Time and a half is based on 80 hours bi-weekly

APPENDIX H
CITY OF NORWOOD SUBSTANCE ABUSE POLICY
NORWOOD FIRE DEPARTMENT
1/1/07

PURPOSE STATEMENT

This substance abuse policy applies to all full-time City employees, regardless of title or classification, and to individuals seeking full-time employment with the City. CDL holders please refer to CDL Alcohol and Drug Policy.

Further, it is the policy of the City of Norwood to maintain a Drug-Free Work Place. Henceforth, employees are notified that the manufacture, distribution, dispensing, possession, use or being under the influence of any illegal drug or controlled substance not prescribed by a physician is strictly prohibited during working hours at any location.

Alcohol and drugs in employees' systems may impair their ability to perform their duties in a safe and efficient manner. The purpose of this administrative policy is:

1. To deter alcohol and drug abuse.
2. To provide a consistent and fair policy to deal with City employees who abuse alcohol and drugs.

SELF IDENTIFICATION OF DRUG/ALCOHOL PROBLEM

Employees with drug/alcohol problems are encouraged to seek help before the problem impacts upon their employment.

Employees who identify themselves as having a substance abuse problem AND agree to enroll in a rehabilitation program approved by the Public Employees Assistance Program (PEAP) will be given the opportunity to seek recovery treatment, unless:

1. The employee is personally notified of his or her selection for testing prior to identifying themselves.
2. The employee is reasonably suspected of being under the influence of alcohol/drugs and has been personally so advised prior to an attempt to self-identify.

Once an employee falls into one of the above categories, any attempts to self-identify and enroll in PEAP will not preclude disciplinary action.

PROHIBITIONS

1. City employees shall not report to work or remain on-duty while under the influence of or with a prohibited concentration of illegal drugs or alcohol. An employee is under the influence if a drug and/or alcohol screen results in a positive test.
2. Employees shall not possess, store, or use drugs or alcohol during work hours.
3. Employees shall not sell or provide drugs or alcohol to any person while on-duty.
4. Any employee who is arrested for a drug-related or alcohol-related statute violation shall notify his/her supervisor at the start of the employee's next working day. Employees may self identify prior to being notified of testing.
5. All employees are responsible for the consistent enforcement of this policy. Any supervisor who knowingly permits a violation of this policy shall be subject to disciplinary action. Any employee who observes a supervisor in violation of this policy should report their suspicions to the next higher level of supervision.
6. No City employee shall refuse to take any of the following **required tests**:

Post-Accident Testing
Reasonable-Suspicion Testing
Intermittent Testing
Return-to-Duty Testing
Follow-up Testing

7. Any employee who attempts to alter or adversely affect a drug/alcohol test shall be deemed to have refused to submit to the test.

REQUIRED TESTS

1. POST-ACCIDENT TESTING

As soon as practical following an accident involving a City employee, while in the course and scope of his/her duty and/or who was operating a City vehicle, the employee *shall* be tested for drugs and alcohol if the accident involved any of the following: a fatality, bodily injury to a person who receives medical attention or one (1) or more motor vehicles which are disabled and need to be transported from the scene.

A driver who is subject to post-accident testing shall remain readily available up to eight (8) hours for such testing or may be deemed to have refused to submit to

testing. Nothing in this section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary medical care. Personnel held readily available will be compensated per FLSA and personnel demonstratively financially inconvenienced will be reimbursed (i.e., missed reservations, etc.). The City will make every effort to expedite testing.

The results of blood or breath tests for alcohol detection or urine tests for drug detection which are conducted by federal, state, or local officials having independent authority for the test shall be considered to meet the requirements of this section, provided such tests conform to applicable federal, state, or local requirements, and meet or exceed all requirements set forth herein and the results are obtained by the City. Blood alcohol tests will be expressed as grams per 100 ml if whole blood.

5. Alcohol Tests

Any employee required to take a post-accident alcohol test shall not use alcohol for eight (8) hours following the accident or until the employee undergoes a post-accident test, whichever comes first.

If at all possible, an alcohol test shall be administered within two (2) hours following the accident. However, the employee may be tested up to eight (8) hours following the accident.

If an alcohol test is not administered within eight (8) hours following the accident, attempts to administer an alcohol test shall cease, and the supervisor shall prepare a written record stating the reasons the test was not administered.

6. Drug Tests

If a drug test is not administered to the City employee within thirty-two (32) hours following the accident, attempts to administer a drug test shall cease, and the supervisor shall prepare and maintain on file a written record stating the reasons the test was not administered.

2. **REASONABLE SUSPICION TESTING**

An employee shall submit to an alcohol/drug test when there is a reasonable suspicion that the employee is under the influence of alcohol/drugs.

Reasonable suspicion must be based on specific, contemporaneous, articulable observations by a supervisor in the Norwood Fire Department concerning the

appearance, behavior, speech, or body odors of the employee. The observations may include indications of the chronic and withdrawal effects of alcohol/drugs. Superior shall include the Mayor and Safety-Service Director.

A supervisor shall immediately notify a second superior to confirm such suspicion. Both superiors shall record, in writing, their respective observations which created a reasonable suspicion. Reasonable suspicion can be established by the observations of fewer than two (2) superiors or of non-supervisory personnel when it is not operationally feasible to have two (2) supervisors involved.

In the event an employee observes a superior to be in violation of this policy, the employee shall immediately report their suspicions to the next higher level superior. The next higher superior shall immediately investigate the complaint and document his/her findings and the actions taken. A copy of the superior's report shall be maintained and a duplicate copy given to the reporting employee.

If at all possible, an alcohol test shall be administered within two (2) hours following a reasonable suspicion. However, the employee may be tested up to eight (8) hours following a reasonable suspicion.

If an alcohol test is not administered within eight (8) hours of the determination, attempts to administer an alcohol test shall cease, and the supervisor shall state in the written record the reasons for not administering the test.

If a drug test is not administered to the City employee within thirty-two (32) hours following the accident, attempts to administer a drug test shall cease, and the superior shall prepare and maintain on file a written record stating the reasons the test was not administered.

A record of each report shall be maintained in the Fire Chief's office and in the Safety-Service Director's office. Each report shall include the time, date, location of event, observations of each witness, name of each witness and the eventual test result.

Administrative Procedures For Reasonable Suspicion Testing

A. Reasonable Suspicion Formed

1. When there is reasonable suspicion that an employee is under the influence of drugs/alcohol, the employee will be immediately removed from duty. The employee should be immediately, or quickly as practical, transported to the laboratory for drug/alcohol testing.

2. After drug/alcohol testing, the employee will be placed in a suspension with pay (SWP) status. The employee will remain in a SWP status until the drug/alcohol test results are known.

B. Positive Test Results

1. When a drug/alcohol test is reported positive, the employee will be immediately removed from duty for a minimum of twenty-four (24) hours and placed in SWP status and a pre-disciplinary hearing shall be scheduled within five (5) working days and held within ten (10) working days.
2. The employee shall be referred to PEAP by the division head/superintendent/director of the division/department.
3. Upon employee returning to work, failure to comply with the evaluation and/or treatment recommendations until successful completion, as determined by the substance abuse professional, shall result in automatic dismissal absent any extenuating circumstances. Prior to dismissal, a pre-disciplinary hearing shall be held within five (5) working days.

3. UNANNOUNCED INTERMITTENT TESTING

If the employee is not discharged, following an employee's positive drug/alcohol test, as a result of a post-accident or reasonable suspicion test, the employee will be subject to unannounced, intermittent tests as a condition of the employee's return to work, performed according to the following guidelines.

Alcohol:

When an alcohol test reveals an alcohol concentration of .04 or above, the employee will be subject to twelve (12) unannounced, intermittent tests for a period not to exceed twelve (12) months.

Drugs:

When a positive drug test is reported, the employee will be subject to eight (8) unannounced, intermittent tests for a period not to exceed twelve (12) months.

UNANNOUNCED INTERMITTENT TESTING is in addition to all of the other tests. Discovery of a second positive result for either drugs or alcohol may result in disciplinary action absent any extenuating circumstances. A pre-disciplinary hearing shall be held within five (5) working days of the appropriate division representative's receipt of a positive test result.

4. RETURN TO DUTY TESTING

If an employee is not discharged, prior to returning to duty after testing positive for drugs/alcohol following a post-accident or reasonable suspicion test:

- A. The appropriate division representative shall refer the employee to PEAP.
- B. If an employee is not discharged, failure to comply with the evaluation and/or treatment recommendations until successful completion, as determined by the substance abuse professional, may result in dismissal absent any extenuating circumstances. Prior to dismissal, a pre-disciplinary hearing shall be held within five (5) working days.
- C. The employee shall submit to a drug or an alcohol test twenty-four (24) hours before returning to work or as determined by the substance abuse professional.

If a positive test result is reported, the City contracted provider (PEAP) will determine if the amount of substance in the employee's system has decreased, has remained constant, or has increased since the original reported positive test. If the amount has increased, this may result in disciplinary action absent any extenuating circumstances. Prior to dismissal, a pre-disciplinary hearing shall be held within five (5) working days.

If an employee has a CDL license, the employee must comply with the CDL Policy of the City of Norwood.

- D. The department/division shall obtain a recommendation from PEAP that the employee is capable of returning to duty.

5. FOLLOW-UP TESTING

Following the substance abuse professional's determination that an employee needs assistance in drug/alcohol abuse, the employee who is not discharged shall be subject to unannounced intermittent follow-up alcohol/drug testing after the employee has returned to duty.

The substance abuse professional shall determine the number and frequency of the follow-up tests. However, there shall be a minimum of six (6) tests in the twelve (12) month period following the employee's return to work.

The substance abuse professional may terminate follow-up testing at any time after the first six (6) tests have been administered if testing is no longer deemed necessary by the substance abuse professional.

6. METHOD OF TESTING

It is the understanding of the parties that the following procedure is routinely used by the laboratory. If not, the parties will renegotiate this section of the Agreement. Employees have the right to a Union or Legal Counsel representative to be present during the submission of the sample as allowed by the lab, provided this person can be at the testing facility within one (1) hour of the employee being notified of testing.

A. Method of Testing

1. The urine sample will be split into two (2) portions for testing purposes.
2. The initial drug test will be an Enzyme Multiply Immunossary Testing (EMIT) procedure performed on one (1) of the specimen portions. This is a Substance Abuse and Mental Health Services Administration (SAMHSA) certified method of testing.
 - a. The second portion will be held for additional testing as outlined in Section 6 (B).
3. If the initial drug screen test indicated a positive result, the laboratory will ensure a confirmation test is completed. The confirmation test will be a Gas Chromatography/Mass Spectrometry (GC/MS) procedure. This is also a SAMHSA certified method of testing.
4. The testing laboratory will forward all test results only to the Health Commissioner in an envelope marked "Personal and Confidential."
5. All records relating to a negative drug screen test will become part of the Fire Fighter's medical record and remain confidential and restricted at Health Commission.
6. The Health Commissioner will immediately notify the Fire Chief, the affected Fire Fighter, and the Union president on all confirmed and verified positive drug screen test results.

- B. A sworn member whose drug screen test result is confirmed and verified positive may demand the second portion of the split urine specimen be tested by a SAMHSA certified laboratory of the Fire Fighter's choosing.
- a. The Fire Fighter must submit within ten (10) working days following the date on which the Fire Fighter received notification of the positive test result a written demand for a second test to the SAMHSA certified laboratory which processed the random drug screen sample and issued the positive test result.
 2. The SAMHSA certified laboratory that issued the positive test result will, within seventy-two (72) hours after receiving such written demand by the Fire Fighter, send the second portion of the split urine sample to the SAMHSA certified laboratory chosen by the sworn employee for the second drug screen test.
 3. Appropriate chain of custody procedures mutually approved the City and Union will be closely followed in all cases.
 4. The Fire Fighter will pay the retesting expenses related to the second drug screen test. If the drug screen test from the laboratory chosen by the employee is negative, the City will fully reimburse the Fire Fighter for the cost of the second drug screen test.

8. PRE-PLACEMENT/REINSTATEMENT TESTING

Applicants for full-time City employment or reinstatement who test positive for drugs or who have refused to take the drug test will be disqualified on the basis that they have failed the medical examination.

Where applicable, employees eligible for promotion or transfer into a CDL "safety sensitive" classification must undergo a drug screen with a negative result before the promotion or transfer can be implemented.

SCHEDULED APPOINTMENTS FOR TESTING: Employees who are scheduled for drug/alcohol test appointments with the laboratory must keep the scheduled appointments when directed by the City to report to the laboratory to submit to drug and/or alcohol testing.

The City will pay for drug and alcohol testing for the following: pre-employment, reasonable-suspicion, post-accident, unannounced intermittent testing, return to duty testing and follow-up testing.

PRIOR DRUG/ALCOHOL VIOLATIONS

DISCIPLINE: Discipline imposed for more than one (1) violation of this administrative policy shall be determined by the appointing authority subject to just cause. The City is not required to offer rehabilitation or return to duty and an employee may be disciplined for violation of this policy.

RETESTING: A certified laboratory report from the laboratory shall be deemed prima-facie evidence of the content identity and weight or the existence and number of unit dosages of the substance. The laboratory report shall be provided to the employee upon his/her written request.

Applicants and employees may request to have an additional test beyond the confirmation test performed by a SAMHSA certified laboratory. For chain-of-custody purposes, the sample will be transferred directly from the City's medical provider to the alternative laboratory. The party requesting to be retested shall bear the cost of the additional test(s). If conflicting results occur, further research will be done to determine a course of action.

Employees are required to submit to all tests set forth herein. The results of all such tests are for administrative purposes only and will not be used against the Fire Fighter during any phase of any criminal proceeding, including but not limited to the sentencing phase.

TRANSFERS: Should the employee transfer from one department to another City department, the drug and/or alcohol records shall be retained by the Health Commissioner in a confidential secure location.

DEFINITIONS:

Accident: The cause of a fatality, bodily injury requiring medical treatment, or involving one (1) or more disabled vehicles i.e., requiring a motor vehicle to be transported away from the scene.

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol medications.

BAC: Blood Alcohol Content.

Drug: Any illegal or prohibited controlled substance, compound, mixture, preparation, or substance listed in the federal regulations governing alcohol and drug testing for Commercial Drivers.

Refusal to Test: To refuse to take a drug or alcohol test may result in disciplinary action.

Refusal to Test shall include:

- Failing to provide adequate breath for alcohol testing without medical justification (“Shy Breath”).
- Failing to provide adequate urine for drug testing without medical justifications (“Shy Bladder”).
- Intentional misconduct that clearly obstructs the testing procedures.
- Failing to remain readily available for up to eight (8) hours following an accident for post-accident testing.

POSITIVE TEST RESULTS: Alcohol – a reported test result .02 BAC to .039 BAC is considered positive to the extent that the employee must be removed from work for a minimum of twenty-four (24) hours, and a voluntary referral to PEAP must be made. A reported test result of .04 BAC or more is considered positive and must be acted upon in accordance with the guidelines in this policy.

Drugs – a reported test result of any of those reported below and within the limits set forth below are positive.

DRUG GROUPS

The drug screening (chemical analysis test) will include the drug groups listed below: the limits of detection and type(s) of test(s) conducted for detection and confirmation are also stated. The screen will confirm the level at which the substance was detected.

Number	Drug	SCREEN		CONFIRMATION	
		Method	Cut-Off Conc.	Method	Cut-Off Conc.
1	Cannabinoids	IA	50 ng/ml	GCMS	15 ng/ml
2	Benzoylicgonine (Cocaine Metabolite)	IA	300 ng/ml	GCMS	150 ng/ml
3	Phencyclidine (PCP)	IA	25 ng/ml	GCMS	25 ng/ml
4	Amphetamines Amphetamines Methamphetamine	IA	1000 ng/ml	GCMS GCMS	500 ng/ml 500 ng/ml
5	Opiates Codeine Morphine Synthetic	IA	300 ng/ml	GCMS GCMS	300 ng/ml 300 ng/ml
6	Barbiturates	IA	200 ng/ml	GCMS	0 ng/ml
7	Propoxyphene (Darvon)	IA	300 ng/ml	TLC	1000 ng/ml
8	Benzodiazepines	IA	200 ng/ml	GCMS	200 ng/ml
9	Methadone	IA	300 ng/ml	TLC	1000 ng/ml

IA Immunoassay
GCMS Gas Chromatography Mass Spectrometry
TLC Thin Layer Chromatograph

Drugs 1 thru 5 are the only drugs tested in federally regulated samples, DOT.

Alcohol testing shall be done on an evidential breath testing device (EBT) that is on the National Highway Traffic Safety Administration's (NHTSA) Conforming Products List (CPL).

CLARIFICATION: For applicable employees covered by CDL testing, it is not the intent of this policy to inappropriately modify the Department of Transportation federal regulations on drug and alcohol testing for CDL covered employees. For applicable employees covered by CDL testing, if there are errors or omissions discovered in this policy, the federal regulations must be enforced and this policy will be automatically modified to conform to the federal regulations.

MEMORANDUM OF UNDERSTANDING

The parties agree to work through the labor-management process to deal with Fire House sanitation issues, including infestations.

FOR THE EMPLOYER

FOR THE UNION

Date Submitted: _____

Date Signed: _____

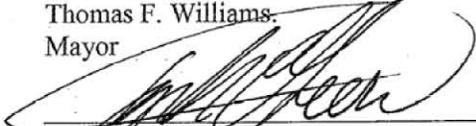
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this 9th day of May, 2012.

FOR THE CITY OF NORWOOD,
OHIO



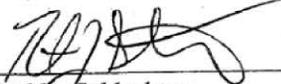
Thomas F. Williams
Mayor



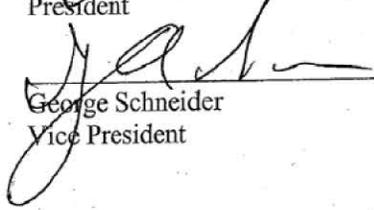
Joseph C. Geers
Safety-Service Director

Curtis Goodman
Fire Chief

FOR LOCAL #445, IAFF



Bobby Schlachter
President



George Schneider
Vice President