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12-MED-09-1007  
0974-07  
K30307

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE CITY OF NORWOOD, OHIO**

**AND**

**LOCAL #914 AND OHIO COUNCIL 8**

**OF THE AMERICAN FEDERATION OF STATE, COUNTY,**

**AND MUNICIPAL EMPLOYEES, AFL-CIO**

**STATE EMPLOYMENT RELATIONS BOARD  
CASE NO. 12-MED-09-1007**

**Effective Upon Execution Through  
December 31, 2015**

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**ARTICLE 1**  
**PURPOSE**

The purpose of this Agreement is to provide a fair and responsible method of enabling employees covered by this Agreement to participate through Union representation in the establishment of a peaceful procedure for the resolution of all differences between the parties, subject to the laws of the United States, the State of Ohio, and the City of Norwood, Ohio, and all governmental Administrative Rules and Regulations which have the effect of the law.

The male pronoun or adjective where used herein refers to the female also, unless otherwise indicated. The term "employee" or "employees" where used herein refers to all employees in the bargaining unit.

**ARTICLE 2**  
**RECOGNITION**

The Union AFSCME Ohio Council #8, Local 914, AFL-CIO is hereby recognized as the sole and exclusive bargaining representative for all employees of the City's Public Works Division in all matters of wages, hours, conditions of employment and benefits. Attached hereto is Appendix A, a list of all classifications in the bargaining unit.

**Section 2.1.**

- A. Excluded from the bargaining unit are those who establish policies for the Division.
- B. The City and the Union agree to meet and discuss any changes or modifications to policies and procedures or implementation of new policies and procedures and that affect the bargaining unit. If the parties cannot mutually agree, management has the right to implement policies and procedures and Union may choose to submit the issue(s) to arbitration in accordance with Article 9. The parties may mutually agree to submit the issue(s) to mediation in accordance with Article 9 prior to arbitration. Management has the right to set rules for the Division so long as they do not conflict with the terms of this Agreement or any rules of Law.
- C. An active employee of the City who is excluded from the bargaining unit shall not serve as a Steward or otherwise represent employees in the bargaining unit.
- D. The Management agrees to meet at reasonable times with the accredited representative of the Union on all matters pertaining to wages, hours of work, health and safety, benefits and other conditions of employment.
- E. Should the City establish a new position in which the Union may have a community of interest, the City and the Union shall meet within thirty (30) days of the creation of the position to decide whether the position should be included in the bargaining unit. The City and the Union shall notify the State Employment Relations Board if the new position is added to the bargaining unit. The City and the Union shall meet to negotiate a wage rate for any new position that is included in the bargaining unit.

F. The asterisk (\*) in the contract indicates positions or divisions which are no longer with the City, but which must be filled by members of the bargaining unit if such work returns to the City.

**Section 2.2.** The City of Norwood and Local 914 agree to set up a committee made up of three (3) members appointed by the Union and three (3) members appointed by the City to review and implement a Classification Study Committee. In the event that parties are not able to reach an agreement, the matter shall be submitted to an arbitrator as provided for in accordance with Article 9.

### **ARTICLE 3** **UNION DUES DEDUCTION**

**Section 3.1.** The City shall deduct monthly dues from the pay of employees in the bargaining unit covered by this Agreement, upon receipt from the Union of individual written authorization cards executed by the employee for that purpose and bearing his/her signature. The monthly amount shall be certified to the Auditor of the City by the Treasurer of the Local Union. Such authorization is irrevocable for the terms of this Agreement, except that an employee shall have the right to revoke such authorization by giving written notice to the Auditor and the Local Union Treasurer the first ten (10) days of the last twenty (20) day period preceding the termination of this Agreement.

**Section 3.2.** All deductions under Section 1 of this Article accompanied by an alphabetical list of names of all employees of the Local Union whose dues or fees have been deducted shall be transmitted to the Union no later than the fifth (5th) day following the end of the pay period in which the deduction is made.

**Section 3.3. Fair Share Fee.** All employees in the bargaining unit sixty (60) days from the date of hire who are not members in good standing of the Union, shall pay a fair share fee to the Union as a condition of employment and as permitted by the provisions of Section 4117.09 (C) of the Ohio Revised Code. The fair share fee shall be certified to the Auditor of the City by the Treasurer of the Local Union. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. Payment to the Union of the fair share fee shall be made in accordance with the regular dues deduction as provided in Section 2 of this Article. Nothing herein shall be construed as requiring any employee in the bargaining unit to become a member of the Union as a condition for serving or retaining employment or any benefits under this agreement.

**Section 3.4.** The Union will indemnify and save the City harmless from any action growing out of the deduction hereunder commenced by an employee or anyone else against the City or the City and the Union jointly.

### **ARTICLE 4** **PROBATION PERIOD**

Effective upon ratification of this agreement by both parties, the probationary period for all new employees hired in the bargaining unit shall be one hundred fifty (150) calendar days.

Termination of an employee during this period may be done with or without cause. An employee so terminated shall have no appeal rights. 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 with cause. The matter of cause is subject to the grievance. In the event of revocation, the employee shall return to the job classification previously held.

## **ARTICLE 5** **NON-DISCRIMINATION**

**Section 5.1.** Both the City and the Union hereby reaffirm their commitments, legal and moral, not to unlawfully discriminate in any manner relating to employment on the basis of race, color, creed, national origin, political beliefs, military status, age, sex or disability, for the purpose of this Article. Any employee who observes any form of discrimination or harassment has a duty to report it to the Safety-Service Director.

**Section 5.2.** The City agrees not to interfere with the rights of its employees, as defined in Article 2, to become members of the Union and there shall be no discrimination, interference, restraint or coercion by the City or any of its agents against any employee because of Union membership or because of his/her acting as an officer or in any other bona fide activity on behalf of the Union including the filing of grievances. Retaliation against a person or persons for filing a grievance will not be tolerated and will result in a separate grievable offense.

## **ARTICLE 6** **MANAGEMENT RIGHTS**

Except where limited by this Agreement and expressed provision elsewhere in this Agreement, nothing in this Agreement shall be construed to restrict, limit or impair the rights of the City to manage its affairs in all respects. The right of the City to manage includes, but is not limited to, the following:

Within the provisions of the contract administrative policies and procedures, and within the terms of this Agreement, the City reserves the right to:

- A. Direct and supervise the work of its employees.
- B. Hire, promote, transfer, assign, schedule, and retain employees in positions within the public agency.
- C. Suspend or discharge employees for just and proper cause.
- D. Prepare budget and maintain in the efficiency of the government operation.
- E. Relieve employees from duties because of lack of work and for other legitimate reasons.
- F. Take action as may be necessary to carry out the mission of the agency in emergencies.

- G. Determine the methods, means and personnel by which operations are to be carried out.
- H. The right to relieve employees of duty, and to determine the number of personnel needed in any agency or Division, or to perform any function; determine services to be rendered, operations to be performed, utilization of technology, and overall budgetary matters.
- I. The Union recognizes the rights of the City to contract and subcontract matters relating to the operation of the City as long as the contracting does not eliminate the position of any Union employees currently working for the City.
- J. The right to make reasonable rules to regulate the work force; establish and amend personnel policies and procedures relating to any matter which is not specifically set forth in this Agreement, and shall not be inconsistent with this Agreement.
- K. The right to take any necessary actions to carry out the mission of the City in situations of emergency and take whatever actions may be necessary to carry out the wishes of the public not otherwise specific above.
- L. The right to appoint provisional non-classified workers to fill temporarily the position of any bargaining unit employee on any leave or vacation during the time of the employee's absence. Qualified members of the bargaining unit shall have the first right to fill the position of any bargaining unit employee on any said leave or vacation.
- M. The City and the Union agree to the attached Substance Abuse Policy.
- N. Require an employee to use a mobile communication device in Management's discretion.
- O. **Seasonal employees:** May be hired for a period of time of not more than six (6) months out of a year. (Laid-off employees that are on a recall list shall have first option for seasonal employment before outside seasonal employees are hired.) These employees will not be used to circumvent the hiring of full-time members of the bargaining unit. Overtime will be given first to members of the bargaining unit.

## **ARTICLE 7**

### **SENIORITY**

**Section 7.1.** Seniority shall govern in all matters involving promotions, transfer and other conditions within the Public Works Division, providing the senior employee has ability to perform the work, keeping in mind the safety and welfare of the work force and the public. Employee has the right to grieve ability.

**Section 7.2.** Seniority shall be defined as length of continuous service with the City. Seniority shall be measured in calendar days of employment with the City, beginning with the employee's date of employment.

**Section 7.3.** Public Works Division seniority shall be defined as continuous length of service in the City. In the event two or more employees have equal seniority by date of hire, it shall be

determined by the highest last four (4) digits of their social security numbers. The employee with the highest number shall be the senior employee and shall be listed on the appropriate seniority list in that order.

**Section 7.4.** The term “continuous service” as used in this Agreement shall be so construed that absence from employment due to illness, injury, approved leaves of absence or layoffs by the City due to the lack of work or funds, shall not cause a break in the meaning of the term “continuous” for purposes of computing seniority.

**Section 7.5.** Seniority shall be calculated from the last date of hire except that time lost because of layoff, illness, injury or leave of absence shall not be considered a break in service. Seniority shall be calculated on an hourly basis for part-time employment.

**Section 7.6.** Seniority shall be governing factor in work assignment, providing the senior employee has the ability to perform the work, keeping in mind the safety and welfare of the work force and the public.

**Section 7.7.** A seniority list will be provided annually, upon request.

## **ARTICLE 8** **JOB POSTINGS AND PROMOTIONS**

**Section 8.1.** In order to give opportunity to an individual for a promotion or to transfer to a vacant position, the following procedure shall be followed before any vacancy is filled.

- The job shall be posted by the City within ten (10) calendar days of the date the position becomes vacant.
- The job shall remain posted for no more or no less than ten (10) working days.
- The position shall be filled within ten (10) working days, of the posting being removed.
- The employee with greater seniority applying for the vacancy shall be placed in the job provided he/she is the most qualified, has the ability to perform the work and the placement provides the least risk to the safety and welfare of the work force and the public.

All vacant funded positions shall be filled by the City within six (6) months.

**Section 8.2.** In classifications where there are back-up classes and no one has bid on the back-up position, the vacancy shall be filled by the least senior employee, provided he/she is qualified to do the job, has the ability to perform the work and the placement provides the least risk to the safety and welfare of the work force and the public. An employee is allowed to hold only one (1) back-up classification.

**Section 8.3.** Truck drivers and back-up drivers shall be the only employees operating trucks which are not designated to specific jobs, with the exception of personnel with a higher pay grade using equipment within their job classifications. For the purposes of this Agreement all bargaining unit employees may be used as truck drivers or laborers at the City's discretion. All employees hired after 1/1/00 shall obtain a CDL license within six (6) months of their date of hire and maintain the CDL in good standing thereafter. However, if an employee loses his/her CDL during his/her employment for one year or less, the City and the employee agree that the employee shall be transferred to the classification of laborer and shall be paid at the current pay scale for laborer. If the employee obtains his/her CDL within 1 year, he/she shall be returned to his/her original classification.

**Section 8.4.** Employees shall be permitted to bid on open positions that are posted. After the bid award, employees are required to serve in that position for at least twelve (12) months. The twelve (12) month requirement will be waived in the case of lateral move or promotion. Appendix A will dictate whether a move is lateral or a promotion.

**Section 8.5.** Bids on the back-up classes shall not prevent an employee from bidding when a permanent or new position becomes available.

**Section 8.6.** All employees promoted shall receive sufficient training to do the job. Management reserves the right to determine appropriate training.

**Section 8.7.** Management reserves the right to determine the number of available openings in a division and minimum qualifications and work experience requirements. All drivers and laborers within the Public Works Division may choose the division of their choice, on or about May 1st beginning in 2004 and each year thereafter. Safety and welfare of the work force and the public and then seniority shall be the governing factor. Divisions include Garage, Paint, Parks, \*Sanitation, Street and Water.

Management and the Union will meet before April 15th of each year to determine the number of available openings in any division and minimum qualifications and work experience requirements.

## **ARTICLE 9**

### **GRIEVANCE PROCEDURE**

**Step 1:** When an employee(s) feels that he/she has a grievance he/she shall file a written grievance with the Superintendent of Public Works within five (5) working days of the time when the employee(s) becomes aware of the incident precipitating the grievance. The grievant shall be accompanied by his/her Union Steward and/or Local Union Representative(s). The Superintendent of Public Works shall meet with the grieved employee(s) and his/her representative(s) within five (5) working days and shall answer the grievance within five (5) working days.

If the grievance answer is unsatisfactory, the grievant or Union may move the grievance to Step 2 of the Grievance Procedure.

**Step 2:** If the grievance is not satisfactorily settled in Step 1, the employee, his/her Union Steward and Local Union Representatives, along with a union staff representative shall meet with the Director of Public Service-Safety within ten (10) working days of the Step 1 answer. The Director shall answer the grievance within ten (10) working days of this meeting. If the grievance is not satisfactorily answered, the Union may move the grievance to Step 3 of the Grievance Procedure.

**Step 3:** If the grievance is not satisfactorily settled at Step 2, the parties by mutual agreement 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) or the State Employment Relations Board (SERB) shall be contacted.

**Step 4:** If the grievance is not satisfactorily settled at Step 3, the Union may, within thirty (30) calendar days after mediation, submit the matter to final and binding arbitration. Oral reprimands are not subject to arbitration. The fees and expenses of the arbitrator shall be borne equally by the City and the Union. Furthermore, the aggrieved employee, his/her Steward, local Union President and any necessary witnesses shall not lose any regular straight time pay for time off the job while attending an arbitration proceeding. Employees who are called as witnesses shall remain at their work station until they give testimony and then return to their work station. In the event a grievance goes to arbitration, the arbitrator shall have jurisdiction and/or application of the provisions of this Agreement (including disciplinary action to the extent permitted herein) and/or compliance with the provisions of this Agreement, and in reaching his/her decision the arbitrator shall have no authority to add or subtract from or modify in any way any of the provisions of the Agreement. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case to him/her (unless otherwise agreed to by the parties).

FMCS will be contacted for a list of arbitrators.

All decisions of arbitrators consistent with the proceeding paragraph and all pre-arbitration grievance settlements reached by the Union and the City shall be final, conclusive, and binding on the City, the Union, and the employees. A grievance may be withdrawn by the Union at any time. The withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any other grievance.

The time limits set forth in the Grievance Procedure may be extended by mutual agreement of the City and the Union. Any grievances not timely presented or timely processed by the Union shall be considered settled on the basis of the City's last answer. If the City fails to answer a grievance in a timely manner, the grievant shall move to the next step of the Grievance Procedure, within the time frame set forth, as if the City had filed an answer.

A policy grievance which affects a number of employees may be presented by the Union at Step 2 of the Grievance Procedure.

Working days shall exclude vacation and holidays.

Copies of all grievances and grievance answers shall be given to the Union President.

**ARTICLE 10**  
**DISCIPLINARY PROCEDURE**

**Section 10.1.** The principle of progressive discipline shall be followed.

- A. Progressive steps shall be as follows: Oral warning (includes written documentation of oral warnings), written warning, one (1) day, three (3) days, five (5) days, or more and then dismissal.
- B. In certain cases where the infraction would be of a severe nature or acts constituting insubordination, the above steps may not be followed in progression, and the City may impose more severe discipline upon just cause.

**Section 10.2.** No employee shall be suspended, demoted or discharged without a hearing by the Safety-Service Director.

- A. A suspension of any kind or discharge requires that:
  - 1. Written notice be given to the employee of the charges against him/her together with the evidence upon which the City will rely to the extent known within five (5) working days of Management's completion of an investigation and the decision to proceed with charges;
  - 2. The employee shall be afforded, at the hearing, a fair opportunity to be heard in opposition to the charges against him, including his/her right to question witnesses;
  - 3. The official hearing the charges shall advise the employee of his/her right to Union representation;
  - 4. The employee has a right to have with him/her a Union representative of his/her choosing; and
  - 5. The employee shall be informed in writing of the decision.

**Section 10.3.** An employee may appeal a suspension, demotion or discharge commencing at Step 2 of the Grievance Procedure.

**Section 10.4.** Written departmental reprimands shall cease to have force and effect after one (1) year, provided no other disciplinary action has been taken and sustained during the period. All other disciplinary actions shall cease to have force and effect after two (2) years, provided no intervening disciplinary action has been sustained against the employee in the two (2) year period.

Copies of all disciplinary materials (Pre-disciplinary notices, Discipline Imposed etc.) shall be given to the Union President.

## **ARTICLE 11** **HOURS OF WORK**

**Section 11.1.** The standard work week shall consist of five (5) days per week, eight (8) hours per day performed Monday through Friday and totaling forty (40) hours per week. The standard work hours shall be from 8:00am to 4:30pm. Summer work hours from April 1st through September 30<sup>th</sup> shall be from 7:00 am to 3:30 pm. Management and the Union reserve the right upon mutual agreement to vary the starting and ending times of a division or a member of a division in order to accomplish the work of the City.

The standard lunch period is thirty (30) minutes each day and is unpaid and the employee may also have the option of taking a lunch break or not. Crews requesting not to take a lunch will notify the superintendent at the beginning of the work day. The lunch period for summer hours will be 11:00 to 11:30 and winter hours are 12:00 to 12:30.

**Section 11.2.** All employees must sign-in and sign-out at the beginning and end of their shift each day.

**Section 11.3.** Afternoon work shift employees may leave the job site in time to return at Public Works garage at 4:25 p.m. Employees are responsible for their trucks having a clean interior each day.

**Section 11.4.** Work performed in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week shall be paid for at time and one half (1-1/2x) the regular rate of pay. Any person called out after normal hours of operation shall be given one half hour (1/2 hour) response time, after which another employee may be called for the work assignment. Management approval must be obtained prior to commencing any overtime work. Failure to do so may result in discipline, up to and including discharge.

**Section 11.5.** All work performed on Saturday shall be paid for at time and one half (1-1/2x) the regular rate of pay.

**Section 11.6.** All work performed on a Sunday shall be paid for at double time (2x) the regular rate of pay.

**Section 11.7.** Any work performed on a holiday shall be paid at double time (2x) the regular rate of pay, in addition to the regular day's pay for the holiday.

**Section 11.8.** Any employee called out to work after he/she has completed a regular day's work and gone home will be guaranteed a minimum of three (3) hours pay at the appropriate overtime rate. This, of course, carries with it the usual understanding that if an employee is called out before his/her normal work hours, the overtime stops when his/her regular hours begin; so in a case of the sort, it could result in less than three (3) hours of overtime work if it runs into his/her regular workday.

**Section 11.9. Assignment of Overtime.**

The City reserves the right to assign overtime in a manner that most efficiently and safely uses the personnel and resources of City departments and provides the greatest benefit to the citizens of the City of Norwood. The provisions of this section may be modified upon mutual agreement between the City and the Union.

- A. The City agrees to keep the overtime within the Division which normally performs such work. The City will attempt to equalize overtime yearly among employees in the Division which normally perform the work assignment and who possess the necessary qualifications to do the work. In May of each year overtime will be offered by seniority, and then overtime will be offered to the employee with the least amount of overtime hours. If additional help is needed it will be offered to the most senior employee in any other classifications within the Division then rotated, then if additional help is still needed then the most senior employee outside the Division will be asked and then rotated. After everyone outside the Division has been asked then it would go to the person outside the Division with the least amount of hours on the list for overtime worked outside his/her Division.
- B. All overtime shall be voluntary and an employee shall have the right to refuse an overtime assignment except for emergencies. For the purposes of this Article, an emergency is defined as any impairment to City services or operations which in Management's reasonable discretion should not be delayed until the beginning of the next regular workday.
- C. Refused overtime shall count as time worked for the purpose of equalization. Prior notification does not count as refusal or against equalization.
- D. A record of all overtime hours for all employees shall be provided to an employee by the Auditor upon reasonable request.
- E. Non-bargaining unit employees shall not be assigned to overtime work that is normally performed by members of the bargaining unit.
- F. After sixteen (16) consecutive hours of work which falls into the employee's regularly scheduled work day the employee will be sent home and receive a full day's pay.
- G. Employees may accrue a maximum of two hundred forty (240) hours. 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. Compensatory time must be approved by the Supervisor before compensatory time is taken.

The compensatory time accrued may if the employee requests, be paid to the employee on or before September 15 of each year. The accrued compensatory time shall be paid to the employee at his/her current rate of pay. If an employee has compensatory time

unused at the time of retirement or termination, the employee must be paid for this unused compensatory time at either:

1. The final regular rate received; or
2. The average regular rate received during the last three (3) years of employment; whichever is greater.

The Superintendent has the right to offer a time swap for overtime work assignments. This shall be offered to the proper Division members in the order of equalization. If all Division members refuse the Superintendent has the option to go back to the top of the list and offer overtime pay or reduce or eliminate the assignment. The time swap would be only upon mutual agreement between the City and the employee and would be a trade of overtime pay for time off at the appropriate conversion rate. The time off would be with the prior approval of the Superintendent.

**Section 11.10. Snow and Ice Control Program.**

- A. Shifts established outside regular hours of work as a result of a continuing snow and ice control operation will be compensated at the appropriate overtime rate throughout the emergency and a transition of work shifts will not be made at the end of the normal forty (40) hours notice period.
- B. In preparation for twenty-four (24) hour round the clock snow removal operation, when the Division finds it necessary to send certain employees home prior to the end of their normal work shift so that they may rest prior to returning to overtime duty on special shifts, these employees will be compensated for the remainder of their normal work shift.
- C. Employees expressing a desire for inclement weather shall sign an availability list – name, address and telephone number where they can be reached. The list shall be posted on the bulletin board. Sign-up will take place beginning the first (1st) of the September for a thirty (30) day period. Those who do not sign up shall not be called for snow and ice removal, unless the City decides an emergency requires the call which will be done by seniority. If either the opening or close date falls on an off-day, the day before and the day after shall be the opening or closing dates.
- D. Employees who work on snow and ice control outside regular working hours shall be compensated an additional twenty-five cents (\$.25) per hour added on to their base rate prior to calculation of any overtime.
- E. It is understood that (non-standard shifts) employees shall be permitted to only work sixteen (16) consecutive hours and shall be paid at the proper overtime rate.

**Section 11.11.** Each employee shall be guaranteed forty (40) hours of work per week, except in case of a layoff or in the case that the employee fails to report to work, unless he/she otherwise qualifies under sick leave provisions.

**Section 11.12.** Any employee that works in a classification with a higher rate of pay than his/her present classification, shall be paid the higher rate of pay for the entire time worked on that day if the time worked in the higher classification is over four (4) hours in a higher classification. If the time worked is four (4) hours or less, he/she shall only be paid the higher rate for the actual time worked.

**Section 11.13.** Any employee assigned to work in a classification with a pay scale less than that regularly paid to such employee, employee shall be paid at the higher classification, unless the reclassification of the employee is permanent.

**Section 11.14.** Any employee, except night watchmen, assigned to shift work at times other than the regular day shift (8:00 a.m. to 4:30 p.m.) shall receive extra compensation as follows:

- 2nd shift beginning after 4:00 p.m. – \$.10 per hour
- 3rd shift beginning after 10:00 p.m. – \$.20 per hour

**Section 11.15.** If the Heavy Equipment Operator is not here and the City has no need for him on a particular workday, the City reserves the right not to fill the position on that day.

**Section 11.16.** In the event that a situation develops on the premises, whether it's to load a scoop of blacktop, to deal with a spillage of garbage, to load sand, gravel or salt and whereas the regular Heavy Equipment Operator may be out on a job site, the City would be permitted to use any employee of the Public Works Department to help operate such a piece of equipment to complete the task. Bobcat is not considered heavy equipment, but it is considered daily use.

**Section 11.17.** The City would reserve the right to pay the Back-up Heavy Equipment Operator the Heavy Equipment Operator's rate of pay but to keep him doing what he normally does because of the limited work force (i.e., the individual is unable to be located during an emergency or is driving a truck at the time, then we would use a qualified employee such as the Heavy Equipment Operator and keep the driver in his present position). Heavy equipment at this time includes backhoe only.

**Section 11.18.** Effective at the signing of this agreement the City and the Union agree to meet and define the Leadmans' responsibility for the purpose of developing an emergency call-out procedure for dispatch when the Superintendent is unavailable.

## **ARTICLE 12** **HOLIDAYS**

**Section 12.1.** The following days shall be celebrated as paid holidays by all bargaining unit employees:

- |                            |                            |
|----------------------------|----------------------------|
| New Year's Eve Day         | Labor Day                  |
| New Year's Day             | Veteran's Day              |
| Martin Luther King Jr. Day | Thanksgiving Day           |
| President's Day            | Day after Thanksgiving Day |
| Good Friday                | Christmas Eve Day          |

Memorial Day  
Independence Day

Christmas Day

**Section 12.2.** All bargaining unit employees shall be excused from work on the above days unless otherwise scheduled by the Superintendent.

- A. Any holiday that falls on a Sunday will be observed on the following Monday. Any holiday that falls on a Saturday will be observed on the previous Friday.
- B. Should a holiday fall during an employee's vacation period, each employee shall receive an added day on his/her vacation.
- C. Employees who are scheduled to work on a holiday, and do work, shall receive the appropriate rate of holiday pay.
- D. An employee must be in pay status on the employee's workday preceding the holiday and the workday following the holiday in order to get paid for the holiday.

### **ARTICLE 13** **VACATION**

**Section 13.1.** Each permanent employee in the bargaining unit shall be credited with vacation leave in accordance with the following:

Employees, after the service of one (1) year from their last date of employment with the City of Norwood, shall have earned and will be due upon completion of the first year of employment, and annually thereafter, eighty (80) hours of vacation leave with full pay. One (1) year of service shall be computed on the basis of twenty-six (26) biweekly pay periods. Such vacation leave shall accrue to the employee at the rate of three and one-tenth (3.1) hours per biweekly pay period.

A full-time City employee with five (5) or more years is entitled to one hundred twenty (120) hours of vacation leave with full pay. This would accrue at the rate of four and six-tenths (4.6) hours per biweekly pay period.

A full-time City employee with ten (10) or more years of service with the City of Norwood shall have earned and is entitled to one hundred forty-four (144) hours of vacation leave with full pay. This would accrue at the rate of five and five-tenths (5.5) hours per biweekly pay period.

A full-time City employee with fifteen (15) or more years of service with the City of Norwood shall have earned and is entitled to one hundred sixty (160) hours of vacation leave with full pay. This would accrue at the rate of six and two-tenths (6.2) hours per biweekly pay period.

A full-time City employee with twenty (20) years of service with the City of Norwood shall have earned and is entitled to two hundred (200) hours of vacation leave with full pay. This would accrue at the rate of seven and seven-tenths (7.7) hours per biweekly pay period.

Employees may take their accrued vacation monthly or annually.

Vacation accrual is prorated for any partial pay period.

**Section 13.2.** Employees are expected to take vacation each year in the amounts equal to the credit earned in that year. However, employees may, beginning from the effective date of this contract:

- A. Carry up to one (1) week accrued vacation over to the next vacation year;
- B. Be paid up to one (1) week vacation at the current rate of pay within thirty (30) days of their anniversary date. This request must be made prior to their anniversary date;
- C. Bank up to one (1) week accrued vacation not to exceed a total bank of two hundred (200) hours to be used as approved by their supervisor or to be paid out in full upon retirement or separation at their current rate of pay;
- D. Employees may choose to do one (1) or all three (3) of the options above or any combination thereof.

**Section 13.3.** Once a vacation request is approved it shall not be changed without written consent of the involved employee; likewise, any change in scheduled vacation must be approved by the Superintendent.

**Section 13.4.** Employees shall be permitted to use vacation in units of two (2) hours, with the approval of the Superintendent.

**Section 13.5.** The City shall post a vacation calendar by December 1st for the following year. Employees shall designate their preferences no later than December 31st for the following year. The Service Director may limit available vacation periods and vacation slots in his/her discretion to maintain City services effectively and efficiently. Vacation selection for available slots shall be made by seniority. Employees will not be kept from requesting and using vacation time after December 31st. Requests made after December 31st will be on a first come basis.

**Section 13.6.** Management has the right to determine the number of employees permitted on vacation leave at one time. More than two (2) employees per division given vacation leave on any given day must be approved by the Superintendent.

**Section 13.7.** Upon application filed with the City Auditor and approved by the Superintendent not less than two (2) weeks prior to the commencement of a vacation period, any employee may receive vacation pay equal to the amount of two (2) weeks vacation that he/she is entitled to that year, in advance.

**Section 13.8.** Upon separation from the City's payroll, an employee shall be entitled to compensation at his/her current rate of pay for all accrued and unused vacation. In case of death of an employee, such unused vacation leave shall be paid to his/her beneficiary or to his/her estate.

**ARTICLE 14**  
**SICK LEAVE**

**Section 14.1.** Each employee in the respective position hereof, shall receive their sick leave as set forth below.

**Section 14.2. Crediting of Sick Leave.** Effective January 1, 1997, sick leave credit shall be earned at a rate of four and six-tenths (4.6) hours for each eighty (80) hours of service in active pay status which includes paid vacation and paid sick leave, but shall not include unpaid leave of absence or lay-off.

**Section 14.3. Expiration of Sick Leave.** If illness or disability continue beyond the time covered by sick leave, the employee may be granted disability leave.

**Section 14.4. Charging of Sick Leave.** Sick leave shall be charged in units of one (1) hour, with the approval of the Superintendent. An employee shall be charged for sick leave only for days upon which he/she would otherwise have been scheduled to work. Sick leave payments shall not exceed the normal work scheduled workday or work week earnings.

**Section 14.5. Evidence Required for Sick Leave Usage.** The City may require an employee, when returning to work, to furnish a standard written statement to justify the use of sick leave. Falsification of either a written signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

**Section 14.6. Notification by Employee.** When an employee is unable to report to work, he/she shall notify his/her immediate supervisor or other designated person at least fifteen (15) minutes prior to the time he/she is scheduled to report to work on each day of absence, unless other arrangements are made with the employee's supervisor. Failure to timely report an absence shall result in the entire absence being unexcused and may result in the denial of a request for paid leave.

**Section 14.7. Abuse of Sick Leave.** Employees failing to comply with sick leave rules and regulation shall not be paid. Employees abusing sick leave privileges may be charged with misconduct which may be cause for a disciplinary action. The City may initiate an investigation when an employee is suspected of abusing sick leave privileges.

**Section 14.8. Physician's Statement.** Where sick leave is requested to care for a member of the immediate family, the City may require a physician's statement to the effect that the presence of the employee is necessary to care for an ill person. The employee must also provide an affidavit that there is no other person to care for such person.

**Section 14.9. 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/her position. The cost of such examination shall be paid by the City.

**Section 14.10. Use of Sick Leave.** No employee shall be required to furnish a doctor's certificate unless he/she is absent from work for more than four (4) days, but after four (4) days of absence without a doctor's certificate in any calendar year, he/she will be required to furnish a doctor's certificate for the remainder of that calendar year. The doctor's certificate must be from a licensed physician who is qualified to render an opinion as to the injury in question. These four (4) days may be taken one (1) day at a time or two (2) or more consecutive days, but the total shall not exceed four (4) days. A calendar year shall be January 1 through December 31. Falsification of this written statement shall be grounds for disciplinary action.

Sick leave may be used for the following:

- A. Illness or injury of an employee or a member of his/her immediate family, wherein the employee's presence is required.
- B. Medical, dental or optical examination or treatment of the employee or member of his/her immediate family, which requires the employee and which cannot be scheduled during non-working hours.
- C. If a member of the family is afflicted with a contagious disease or requires the care and attendance of the employee or who, through exposure to a contagious disease, the presence of the employee at his/her job would jeopardize the health of others.
- D. Pregnancy and/or childbirth and other conditions related thereto.

**Section 14.11. Sick Leave Conversion.** With the approval of the Service Director, employees may convert sick leave credit to vacation on the following basis:

- A. Over One Hundred (100) Hours Sick Leave Credit. An employee with more than one hundred (100) sick leave hours credit may convert all those hours over one hundred (100) hours to vacation credit at the ratio of sixteen (16) sick leave hours for eight (8) vacation hours, provided that not more than eighty (80) sick leave hours are so converted in any one (1) vacation year.
- B. Over Two Hundred (200) Hours Sick Leave Credit. An employee with more than two hundred (200) sick leave hours credit may convert all those hours over two hundred (200) hours to vacation credit at the ratio of eight (8) sick leave hours for eight (8) vacation hours, provided that not more than forty (40) sick leave hours are so converted in any one (1) vacation year.
- C. The employee must have accumulated these hours prior to January 1 of the year in which these days are to be converted and must have sufficient hours at the time of conversion.
- D. Sick leave credit may be converted to vacation in accordance with the above provisions; however, no employee is required to convert sick leave credit to vacation days, to be used with the same stipulations as vacations.

**Section 14.12. Unused Sick Leave Payment.** Effective January 1, 1997 any employee may elect, at the time of termination of service with the City, and with ten (10) or more years of service with the state, any political subdivisions, or any combination thereof, to be paid in cash for one-half (½) the value of the employee's unused sick leave credit accrued on or after January 1, 1997. An employee with twenty (20) or more years of service will be compensated at one hundred percent (100%) for unused sick leave credit. The payment shall be based on the employee's rate of pay at the time of retirement and eliminates all sick leave credit accrued on or after January 1, 1997 but unused by the employee at the time the payment is made. An employee may receive one (1) or more payments under this division, but the aggregate value of unused sick leave credit accrued on or after January 1, 1997 that is paid shall not exceed, for all payments, the value of sixty (60) days of accrued but unused sick leave. There shall be no payment of unused sick time accrued on or after January 1, 1997 upon termination of employment other than termination through retirement with ten (10) years of service as set out herein. Sick leave banks accumulated through December 31, 1996 shall be protected and paid in accordance with the terms of the Collective bargaining Agreement in effect at the time of accumulation.

**Section 14.13.** Any accumulation of unused sick time by an employee before January 1, 1997 shall be paid or compensated in accordance with the provisions of the applicable prior Collective Bargaining Agreement(s).

## **ARTICLE 15** **HEALTH INSURANCE**

**Section 15.1.** The City shall provide to bargaining unit employees medical and hospitalization plans.

**Section 15.2.** Each individual member of Local 914 has the option of subscribing to the negotiated health insurance. This may be done only once a year at the designated time.

**Section 15.3.** The City shall pay all fees of its health maintenance plan (HMP) group and no less than eighty percent (80%) of the cost for the plan provider organization (PPO) group. If the City offers better coverage to any other Union within the City during the term of this contract, the City shall offer this better coverage to the members of this bargaining unit.

Employees not availing themselves of the health coverage(s) as provided by the City, and who are not otherwise covered under a City policy, shall receive an annual payment of Two Thousand Five Hundred Dollars (\$2,500.00) payable on or before December 15th of each contract year. An employee's decision to waive the insurance will be on a yearly basis and will stay in effect for said year.

**Section 15.4. Definition.** Full-time employee: All employees of the City of Norwood whose normal duties of employment require attendance at work a minimum of forty (40) hours per week, excluding overtime work.

**Section 15.5.** Health insurance coverage equal to active employee coverage will be paid by the City for an employee upon retirement on the following basis: an employee who retires at age sixty-three (63) with seventeen (17) years of service; an employee who retires at age sixty-two

(62) with eighteen (18) years of service; an employee who retires at any age with twenty-seven (27) or more years of service shall be provided equal coverage provided to active employees. Benefits under this section will cease when the retiree becomes Medicare eligible at age 65.

**Section 15.6.** The benefits provided herein to employees who enter employment with the City of Norwood on or before December 31, 1974 shall include spouse and dependent children of retired or disabled employees.

**Section 15.7. EMS Subscription.** The City of Norwood shall provide a free EMS yearly subscription for individual or family service, for each member of the bargaining unit during times when the member is within the City of Norwood.

## **ARTICLE 16** **OHIO AFSCME CARE PLAN**

**Section 16.1.** Effective January 1, 2003, the City shall contribute \$55.75 per month for each employee to the Ohio AFSCME Care Plan for the AFSCME Care Plan.

The AFSCME Care Plan shall include:

- Dental Level II
- Vision Level I
- Hearing
- Prescription Drug
- Life Insurance Level I

## **ARTICLE 17** **FUNERAL LEAVE**

**Section 17.1.** Death of a member of his/her immediate family, funeral leave usage limited to time actually required to attend the funeral, make necessary funeral arrangements and to take care of related matters. Maximum usage limited to three (3) working days. Additional time, if needed, may be approved (but deducted from the employee's sick leave) by the Service Director.

**Section 17.2.** For the purpose of this Article, the definition of immediate family shall be mother, father, sister, brother, half sister, step sister, step brother, half brother, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, legal guardian or other person who stands in the place of the parent.

**Section 17.3.** The compensable day or days must fall within the employee's regularly scheduled work week.

**Section 17.4.** One (1) day funeral leave for any other relative chargeable to accrued sick leave balance as approved by the supervisor.

**ARTICLE 18**  
**UNEMPLOYMENT**

**Section 18.1.** Any full-time employee of the City of Norwood who is laid off for lack of work shall be compensated as provided for by the Ohio Bureau of Employment Services.

**ARTICLE 19**  
**LAYOFF AND RECALL**

**Section 19.1.** When it becomes necessary because of lack of work or funds to reduce the number of employees in the bargaining unit, the following lay-off procedure shall be followed:

- A. Employees with the least total continuous City wide seniority within a classification shall be laid off first.
- B. Prior to any employee being laid off, the affected employee shall go into any vacant funded lower position or vacant funded position they previously held. The affected employee shall be paid at his/her current rate until the rate for their new classification equals the previous rate.
- C. Management shall give the affected employees and the Union fourteen (14) days written notice of their lay-off, indicating their right to bump employees within the same classification or lower classification as determined by seniority within the same classification series. The affected employee bumping into a lower classification shall be paid at his/her current rate until the new rate for the new classification equals the previous rate. Employees shall also have the right to bump into any classification in which they have previously served. The fourteen (14) day notice shall not apply in case of emergency.
- D. The affected employee and/or Union shall have five (5) days in which to submit their written request to exercise their right to bump into any other classification previously held or within the same classification series for which they are eligible and qualified or any lower classification. Any employee not submitting such request within five (5) working days shall be considered to have accepted the lay-off.
- E. Any employee who is bumped out of his/her position may exercise the same lay-off rights as outlined above.

**Section 19.2.** Prior to laying off any permanent full-time employee, Management shall abolish all part-time, casual, probationary, temporary, seasonal or intermittent positions in bargaining unit classifications.

**Section 19.3.** Laid-off employees shall have recall rights to the position from which they were laid off for a period of two (2) years.

**Section 19.4.** Any employee affected by the lay-off that has bumped or that was bumped from their position and/or classification shall have recall rights to their former position or equivalent pay before laid-off employees are recalled.

**Section 19.5.** When Management decides to fill a position vacated by lay-off, eligible employees shall be recalled in the inverse order in which they were laid-off. It is the responsibility of the laid-off employee to keep the City informed of his/her current mailing address.

**Section 19.6.** Employees recalled from lay-off will start on their old salary step and will receive credit for time worked in the classification since the date of hire or date of last merit increase.

**Section 19.7.** Employees returning from military service are placed at the salary step they would have attained had they not left for military service.

**Section 19.8.** When an employee is reclassified, his/her compensation shall be fixed at the same rate as in his/her former classification, if such a rate exists; otherwise, at the next higher rate than his/her previous rate.

**Section 19.9.** Unless the City is declared by the State Auditor to be in fiscal emergency, there will be no layoffs of current employees during the term of this agreement.

## **ARTICLE 20** **LONGEVITY**

All full-time personnel who shall have completed five (5) years of service shall be eligible for additional compensation. Each employee who has completed five (5) years of service as of January 1 of each calendar year shall receive additional compensation in the amount of Three Hundred Dollars (\$300.00), and for each additional year of service completed as of January 1 of each calendar year, an employee shall be compensated Twenty-five Dollars (\$25.00). All longevity payments shall be paid on or about December 1 of each calendar year.

## **ARTICLE 21** **MEETINGS**

On request of either party, at reasonable times, a Labor-Safety/Management Meeting will be held between the City and the Union. Said Committee shall be composed of three (3) representatives of the City and three (3) representatives selected by the Union.

## **ARTICLE 22** **SAFETY OF EQUIPMENT**

It is agreed and understood equipment used by employees shall be in good operating condition. If an employee in the bargaining unit feels the equipment is not suitable for use, he/she shall immediately report it to his/her superior for a determination of whether it should be used.

There shall be no disciplinary action taken against an employee who reports an unsafe piece of equipment, nor shall he/she be held responsible for its use.

All employees shall act reasonably at all times to maintain the proper working order of all equipment, including necessary clean up, regular maintenance and proper operation.

## **ARTICLE 23** **CLOTHING ALLOWANCE**

**Section 23.1.** The City may require, at City expense, uniforms for bargaining unit employees. Uniforms are to be worn at all times during working hours, unless otherwise specified by the Service Director.

**Section 23.2.** Beginning January 1, 2004 the Union will be provided a Clothing Allowance. The Clothing Allowance will be a total of six hundred dollars (\$600.00) per year. Payment shall be made by the City in the form of a separate check payable in January of each contract year. The allowance is subject to applicable taxes. Employees with less than one (1) year of service as of the payment date will receive a prorated allowance.

The City will provide raingear to employees as needed.

**Section 23.3.** The following are general guidelines for the uniform as well as acceptable items to purchase with the clothing allowance:

- All clothing must be clean, serviceable condition and not worn out.
- All t-shirts, sweatshirts and the like must come from the same supplier each year for uniformity (with City seal in black and Local 914 on the sleeve).
- Work pants – navy or khaki in color and in good condition.
- Work shorts – navy or khaki in color and in good condition. Work shorts may be not higher than three (3) inches above the knee.
- Thermal underwear (tops & bottoms).
- Belts.
- Socks.
- Insulated coveralls/bibs.
- Coveralls (light duty).
- Winter coat.
- Rubber boots.
- Gloves.

The City and Union agree to meet and discuss any item that may arise concerning this Clothing Allowance. Upon mutual agreement between the City and Union the general guidelines set forth above may be modified.

**Section 23.4.** All employees whether being provided a uniform or receiving a uniform allowance are required to be in uniform during working hours.

**ARTICLE 24**  
**UNION LEAVE**

**Section 24.1.** The Union shall be given a maximum of twenty (20) days per calendar year provided the work of the City is not unreasonably disrupted. The president shall delegate two (2) representatives to attend conferences, seminars and conventions, without loss of pay. Union leave for conventions, seminars & conferences shall be requested prior to any approval at least ten (10) days in advance. Union business can be conducted during working hours with approval of the supervisor.

**Section 24.2.** At the request of the Union, a leave of absence without pay or benefits shall be granted to any employee selected for Union office, employed by the Union or required to attend a Union convention or perform any other function on behalf of the Union necessitating a suspension of active employment, for a period of not longer than three (3) years unless agreed to by the City. City seniority shall accumulate during this leave of absence.

**ARTICLE 25**  
**INJURY ON DUTY PAY / LIGHT DUTY**

All full-time bargaining unit employees shall receive injury on duty pay for a period not to exceed ninety (90) calendar days from the date of injury, if an injury is sustained while performing any compensated job in service to the City. The injury must be of a nature to cause either temporary or permanent disability to the extent that work is impossible for the employee to perform as directed by the supervisor under regular or normal conditions.

The full-time employee injured in the line of duty shall be entitled to his/her base salary when it has been determined that the employee is unable to perform his/her regular work duties. If an injured employee is capable, he/she may be assigned to light duty or comparable work.

The City shall consider the medical judgment or the employee's treating physician concerning the injured employee's ability to work either regular or special duties (as determined by the City). The injured employee shall advise the treating physician to issue the Service Director a written report fully describing the nature and extent of the employee's ability to perform full or limited duties, and the anticipated time period for recovery from the injury. The employee shall authorize the treating physician to release information to the Service Director regarding the employee's injury and the physician's examination and findings pursuant thereto, including answering pertinent questions of the Service Director. Employees must call their supervisor every two (2) weeks to keep the City updated on their progress.

If the City and treating physician disagree concerning an injury on duty pay case, the City may send, at no expense to the employee, the employee in question to a physician of the City's choice for an examination, evaluation and recommendation. Said physician acts as the City's physician. The medical decision rendered by the employee's treating physician shall govern an injured on duty pay determination unless:

- A. The treating physician changes his/her diagnosis and/or prognosis after being contacted by the City physician or the City itself.

- B. The City physician offers a different diagnosis and/or prognosis than the treating physician.

If the injured employee disagrees with the decision rendered in accordance with Sections A and B above, of this Article, the employee may request a third (3rd) physician's opinion. The treating physician and the City's physician shall select the third physician mutually. The opinion of the third shall be binding on both the City and the employee. The employee and the City shall share the cost of the third physician equally.

Injured on duty pay shall be coded separately on the payroll attendance record. No time shall be deducted from the employee's sick leave balance while he/she is receiving injured on duty pay. An employee shall be credited for vacation, holiday and sick leave during the injury on duty pay period; in addition, the injured on duty pay period shall be used in computing seniority for vacation and longevity calculations. The injured employee shall be required to file an application for benefits from the Worker's Compensation Fund of the State of Ohio. The injured employee shall be required to assign any funds received as lost wages from Worker's Compensation while receiving injured on duty pay to the Treasurer of the City of Norwood.

The City may allow an employee to come back to work on light duty in circumstances not involving an on duty injury.

## **ARTICLE 26**

### **CLASSIFICATION AND WAGE RATES**

**Section 26.1.** Employees shall be assigned to the following pay ranges and pay steps based upon their classifications and actual duties performed in accordance with the terms of this Agreement and classification pay plan.

#### **Section 26.2. Pay Range Wages.**

- A. New employees shall be assigned to Step A of the appropriate pay range for their classification. New employees shall advance to Step B of their pay range on the first pay period nearest to their anniversary date of hire and thereafter the employee shall advance to succeeding pay steps on annual intervals except as otherwise provided for in Section 124.30.
- B. The salary of each employee after reaching Step C shall be reviewed every twelve (12) months by the Service Director for the purpose of determining if employees shall be entitled to a step increase. Employee's performance and length of service shall be considered in making such decision with emphasis placed on the evaluation of services rendered.

The Service Director may award a step increase at his/her discretion. This would include but is not limited to giving an employee a step increase at a time other than their anniversary date. An employee may not be given a step increase within six (6) months of a previous step increase.

C. **Wage Adjustment.** The following wage adjustment shall be made for the years of this contract:

Effective January 1, 2013      2 Personal Days

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 Bureau of Labor Statistic (BLS) 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 Bargaining Unit members' salary shall be adjusted by a percentage equal to the percentage increase of the cost of living CPU-I as computed by the BLS index, Cincinnati area for the previous year.

**Section 26.3.** A Leadman is a foreman of a crew and reports to the Superintendent. This position has no hiring/firing authority. A Leadman is also a working Leadman in charge of crews in each of the five (5) divisions: Paint, Park, Garage, Water and Street. Leadmen must keep a daily log. They are also responsible for the crew clean up and safety of equipment and direction of employees on their crew. Leadmen should also have designated an equipment manager who has a current tool list and provides any losses of tools, at least once a month, to the Superintendent along with who was responsible for the loss of the tools.

Leadmen shall receive an additional thirty cents (\$.30) per hour (in addition to the hourly wage set forth on the attached Appendix A Wage Chart) after completion of twelve (12) continuous months in this position, and an additional fifty cents (\$.50) per hour after completion of five (5) continuous years in this position.

**Section 26.4.** Skill position pay shall be recognized for those employees performing tasks outside of their normal job duties. An additional two dollars (\$2.00) per hour will be paid for those employees working as an electrician, carpenter or HVAC technician. To be eligible for this increase in pay the employee must provide proof of qualifications to the Superintendent and have been recognized as being eligible for the additional pay. The skill position pay shall be at a minimum of four (4) hours and ¼ hour increments thereafter.

## **ARTICLE 27** **RESIDENCY**

**Section 27.1.** Employees in Leadman status must carry a mobile communication device provided by the City and be available for work within a sixty (60) minute time limit.

**Section 27.2.** Beginning January 1, 2004 those employees residing in Norwood shall be given two (2) personal days. These personal days shall be used in the year earned and will not accrue or carryover. These personal days will not be taken from the employee's sick or vacation bank and will be handled internally by the Superintendent. Following twelve (12) months of continuous residency the employee will be entitled to two (2) more personal days.

Employees who have moved out of Norwood and are reestablishing residency shall complete twelve (12) months of continuous residency before being given these two (2) personal days.

**ARTICLE 28**  
**FAMILY MEDICAL LEAVE ACT**

The City will comply with the requirements of the Family and Medical Leave Act or any other applicable federal or state law.

**ARTICLE 29**  
**DURATION OF AGREEMENT**

**Section 29.1.** This Collective Bargaining Agreement by and between the City of Norwood, Ohio and AFSCME Ohio Council 8, AFL-CIO and Local 914 shall be effective upon execution, unless otherwise provided in a specific Article or Section, through December 31, 2015 and thereafter from year to year unless either party gives no less than sixty (60) days written notice prior to midnight December 31, 2015, or any yearly anniversary date thereafter, to modify or terminate this Collective Bargaining Agreement.

**Section 29.2.** This Contract supersedes and replaces all statutes, rules, and regulations which it has authority to supersede and replace. Where this Contract is silent, the provision of applicable law, rules, and regulations shall prevail. If any provision of this Agreement is declared invalid, unlawful, or unenforceable by reasons of any existing or subsequently enacted federal or state law, or by a judicial ruling, such decision shall apply only to the Article, Section, or provision affected and all other provisions of the Agreement shall remain in force and effect. If necessary, the parties shall enter into negotiations for substitute language.

**ARTICLE 30**  
**COURT LEAVE**

An employee who has been called for jury duty will be granted leave with pay for the duration. To be eligible for jury duty pay, an employee must present a jury pay voucher to the City showing a period of jury pay service and the amount of jury pay received.

An employee who has been subpoenaed by a court of competent jurisdiction will be granted leave with pay for up to ten (10) working days. An additional five (5) working days shall be granted with pay, if required. All additional leave shall be granted without pay, unless the matter involves business of the City of Norwood and is approved in advance by the Director of Safety-Service.

If an employee is required to appear in a court of law for personal reasons, that employee shall be required to use his/her accrued leave (i.e., vacation, etc.) for the time period absent.

**ARTICLE 31**  
**TOOL ALLOWANCE**

**Section 31.1.** All other tools necessary are to be furnished by the City.

**Section 31.2.** A tool allowance in the amount of four hundred seventy-five dollars (\$475.00) per year shall be provided for those Mechanic ASE Certified and Water Leadman.

**Section 31.3.** The tools become the property of the City of Norwood and are to be kept at Public Works.

Should any tool of the City's responsibility be lost or become missing, the lost or missing tool shall be replaced and the cost of said tool shall be deducted from the tool allowance of the employee to whom said tool was assigned.

**Section 31.4.** All Automotive Repairmen employed after the effective date of January 1, 1983 shall be required to have a master mechanic tool chest and tools for the repair of automotive equipment.

**Section 31.5.** Automotive Mechanic and Water Leadman shall at least annually have the tools checked for insurance purposes.

**Section 31.6.** Employees who receive a tool allowance are required to update this tool list by April 1st of each year.

**Section 31.7.** The City agrees to insure tools, boxes and contents of mechanics personal tools from fire, theft, explosion, etc. Mechanics are to submit a list of tools to be insured.

**Section 31.8.** The City has established a tool repair fund of \$200.00 per auto repair and repair personnel. Any air tools that need to be repaired, the City will do so and deduct from the \$200.00 tool repair fund for Mechanics.

Any balance in the tool repair fund as of December 1st of each year shall be paid to the employee in a lump payment.

## **ARTICLE 32** **CIVIC PARTICIPATION**

**Section 32.1.** Labor and Management agree to meet and outline the items, tasks, etc. that are acceptable and not acceptable for civic groups and citizens to perform on City property and right-of-way. This outline will be completed by April 1, 2003 unless mutually agreed by the Union and the City otherwise.

**Section 32.2.** All request(s) from groups/organizations are to be copied to the Union for input and discussion with management.

## **ARTICLE 33** **COMMERCIAL DRIVER'S LICENSE**

**Section 33.1.** All employees hired on or after January 1, 2000 are required to obtain a CDL within six (6) months of employment.

**Section 33.2.** All employees required to hold a CDL are required to maintain the license as a condition of employment. Failure to obtain or maintain a required license or certification may result in disciplinary action up to and including dismissal. Any employee who fails to maintain the required license, or whose driver's license or CDL is suspended or subject to disqualification by any court or any state or federal administrative agency (e.g., Ohio BMV, etc.), shall immediately notify the Employer. Employees are not permitted to operate commercial motor vehicles during the license suspension or disqualification, regardless of whether the employee has been granted limited driving privileges. However, if an employee loses his CDL during his employment for one year or less, the City and the employee agree that the employee shall be transferred to the classification of laborer and shall be paid at the current pay scale for laborer. If the employee's CDL is reinstated within one year, he shall be returned to his original classification. Any employee who loses his CDL for more than one year is subject to termination, at the discretion of management.

**Section 33.3.** Employees who have obtained, and continue to maintain in good standing, their CDL Class A license shall receive an additional fifty cents (\$.50) per hour (in addition to the regular hourly wage rate set forth in the attached Appendix A Wage Chart). The Employer will pay for all CDL renewals by paying the difference between the regular license renewal fees and the cost of the CDL. Employees will be reimbursed for the license fee upon presentation of proof to the Auditor.

**Section 33.4.** An employee who loses his or her CDL due to a qualified disability as defined by the ADA will be offered reasonable accommodation as required by law.

## **ARTICLE 34** **TRAINING AND TUITION**

**Training:** Effective January 1, 2004 the City agrees to pay for all certifications, licenses and registrations that are required/related to the employee's current job. Prior approval must be granted by the appointing authority before the start of any training. Timely and reasonable requests will not be denied. Employees have the option to take training courses. Classes that are taken during normal working hours will be considered part of the employee's normal work day. Classes taken after normal work hours will be compensated as compensatory time at a 1:1 ratio. This compensatory time will be paid time off to be used prior to vacation time. Compensatory time is available only for training as outlined in this article.

**Tuition:** The City supports and encourages employees to increase skills by continuing education through tuition reimbursement.

Effective January 1, 2004 a full time employee is eligible for 100% tuition reimbursement for achieving a grade of A in an approved course, 80% tuition reimbursement for achieving a grade of B in an approved course, 60% for achieving a grade C in an approved course. In courses that are graded on a pass/fail basis, 80% tuition reimbursement will be granted for a passing grade, 0% reimbursement for a failing grade. Reimbursement for up to six credit hours is available per academic session under the following conditions:

1. The employee has completed his/her probationary period, before the course begins.
2. The education is obtained from an accredited school during non-working hours. The Mayor or his/her designee may allow courses to be taken during work time, provided vacation and/or compensatory time is used.
3. The course is job-related to the employee's current position or to his/her future City development and promotion.
4. Request for reimbursement is filed before course registration using the designated form. The reimbursement is only for tuition expenses. Lab fees, etc. are not reimbursable.
5. A receipt of tuition payment and a passing grade report must be submitted within thirty (30) days after the academic session ends. A grade of at least C or equivalent must be achieved in each course.
6. The Mayor or his/her designee will monitor for consistency and fairness and will meet with the Union and employee when requested. Final determination regarding course relatedness and/or accreditation ability shall be made by the Mayor or his/her designee.
7. The rate of reimbursement shall be capped based on the tuition rate per credit hour at a state supported four (4) year university or college in Ohio (such as the University of Cincinnati) as designated by the Mayor or his/her designee.
8. Employees will be required to remain employed with the City for a minimum of two (2) years after receipt of the last reimbursement payment. If an employee leaves City employment prior to the expiration of that two (2) year period, he/she will be required to refund the City a pro rata amount. The Mayor or his/her designee upon a case-by-case basis will review exceptional cases.

**ARTICLE 35**  
**GROUP LIFE INSURANCE/SHORT TERM DISABILITY**

**Section 35.1.** On or before March 31, 2009 and each year thereafter, the City shall pay to Local Union 914, AFSCME, a sum equal to three hundred fifteen dollars (\$315.00) for each member of the bargaining unit, as reimbursement for group life insurance and/or short term disability maintained on behalf of its members of Local 914. 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 36**  
**ENTIRE AGREEMENT**

**Section 36.1.** The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreement arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement.

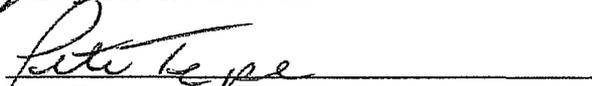
**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives this 29 day of April, 2013.

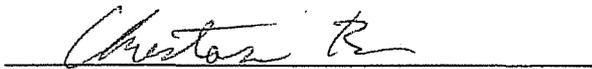
**FOR THE CITY OF NORWOOD:**

  
Thomas F. Williams  
Mayor

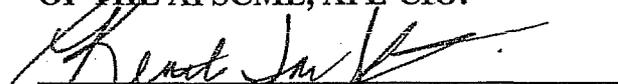
  
Joseph C. Geers  
Safety-Service Director

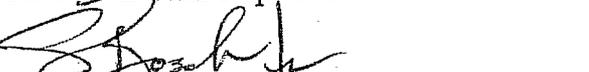
  
Pete Tepe  
Superintendent of Public Works

  
Kelly Babcock  
Labor Consultant

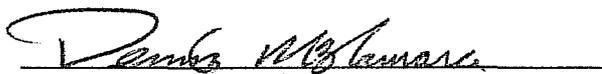
  
Chris Brown  
Assistant Director of Law

**FOR THE PUBLIC EMPLOYEES  
LOCAL #914 & OHIO COUNCIL 8  
OF THE AFSCME, AFL-CIO:**

  
Renita Jones-Street  
AFSCME Staff Representative

  
Stephen R. Bosch, Jr.  
President

  
Clint A. Zimmerman  
Bargaining Committee

  
Dennis McNamara  
Bargaining Committee

**APPENDIX A**  
**CITY OF NORWOOD & AFSCME OHIO COUNCIL 8, LOCAL 914**  
**PAY SCALE YEAR 2013**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>Laborer</b>	\$17.04	\$18.32	\$19.50	\$20.49	\$21.45
<b>Water Laborer II</b>	\$19.89	\$20.30	\$21.37	\$22.44	\$23.49
<b>Truck Driver</b>	\$18.10	\$19.21	\$20.50	\$21.52	\$22.61
<b>Sweeper</b>	\$18.41	\$19.55	\$20.76	\$21.89	\$22.96
<b>Heavy Equipment Operator</b>	\$18.92	\$20.09	\$21.29	\$22.39	\$23.48
<b>Sweeper II</b>	\$18.92	\$20.09	\$21.29	\$22.39	\$23.48
<b>Mechanic ASE Certified</b>	\$20.27	\$21.35	\$22.42	\$23.49	\$24.54
<b>Craftsman/Leadman</b>	\$19.50	\$20.50	\$21.73	\$22.91	\$24.03
<b>*Compactor Operator &amp; *Bus Driver</b>	\$18.70	\$19.77	\$21.06	\$22.12	\$23.22
<b>*Night Driver</b>	\$18.93	\$19.98	\$21.29	\$22.30	\$23.44

All classifications will continue to be part of this Contract. An asterisk (\*) means that there will be no pay regularly given for the classification at this time. In the event these positions return to the City, they will be filled by members of the bargaining unit.

A newly trained Sweeper operator will start at the Sweeper pay rate. After one (1) year in the position the person will be moved to Sweeper II.

Note: The parties agree that the City may start a Mechanic ASE Certified at Step C, in the City's discretion.

**APPENDIX B  
STATEMENT OF HEALTH INSURANCE BENEFITS**

<b>ANTHEM</b>			
Dependent Eligibility	Dependent children to age 19; age 24 if federal tax exemption		
Preexisting 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
<b>Type of Plan</b>	<b>Blue Access PPO</b>		<b>Blue Priority HMO</b>
Benefits	Network	Non-Network	Network
Deductible	None	\$300/Single; \$600/Family	None
Coinsurance	100%	70%	100%
Out-of-Pocket Annual Maximum (includes deductible)	\$500/Single; \$1,000/Family	\$1,000/Single; \$2,000/Family	\$1,000/Single; \$2,000/Family
Lifetime Maximum	\$5,000,000		Unlimited
<b>Office Visit</b>			
*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
<b>Inpatient Hospital</b>	\$250 copay	Deductible, then 70/30	\$250 copay
<b>Outpatient Hospital</b>			
*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
<b>Mental Health/Substance Abuse</b>			
*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
<b>Prescription Drugs</b>	\$8/generic formulary, \$15/brand formulary, \$25/non-formulary	Covered @ 50%	\$8/generic formulary, \$15/brand formulary, \$25/non-formulary
<b>Mail Order (90 day supply)</b>	\$16/generic formulary, \$30/brand formulary, \$50/non-formulary	Not Covered	\$16/generic formulary, \$30/brand formulary, \$50/non-formulary

**MEMORANDUM OF UNDERSTANDING  
NORWOOD DAYS**

1. Norwood day is not a City Holiday unless declared otherwise by the Mayor.
2. Only those employees at work on Norwood day may be excused by Management for the day.
3. Those employees who are absent due to vacation or sick time do not receive credit for Norwood Day.