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**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**THE CITY OF NORWOOD, OHIO**  
**AND**  
**LOCAL #3278 AND OHIO COUNCIL 8**  
**OF THE AMERICAN FEDERATION OF STATE, COUNTY,**  
**AND MUNICIPAL EMPLOYEES, AFL-CIO**

**STATE EMPLOYMENT RELATIONS BOARD**  
**CASE NO. 2012-MED-09-1008**

**Effective 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 the terms and conditions of their employment, and 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 parties recognize the need to provide the most efficient and economical services to the citizens of the City of Norwood.

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**  
**DEFINITION**

**Section 2.1.** Exclusive bargaining rights shall be interpreted to mean that the City will not negotiate, meet or confer with any person or group of persons, association or union other than Ohio Council 8 or its local unions during the term of this Agreement.

**Section 2.2.** "To negotiate" means performance of the mutual obligation of the employer through the appointing authority or designated representative and the recognized employee organization to meet at reasonable times and negotiate in good faith with respect to wages, hours, fringe benefits and other conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written agreement compel either party to agree to a proposal or require the making of a concession for the duration of this Agreement.

**Section 2.3.** "Arbitration" means a dispute settlement procedure whereby a neutral third party renders a decision that is final and binding upon the parties of this Agreement, as set out herein.

**ARTICLE 3**  
**RECOGNITION**

**Section 3.1.** The Union AFSCME Local 3278 and Ohio Council 8 is hereby recognized as the sole and exclusive bargaining representative for all regular full-time employees in the following departments: Auditor, Building, Health, Water, Tax, Law, Service, Treasurer, Safety and Parking, in all matters of wages, hours, conditions of employment and benefits. Hereto is a list of all classifications in the bargaining unit: Refer to Civil Service Classifications:

Account Clerk 1	*Parking Lot Attendant	Sanitarian
Account Clerk 2	Building Inspector	Radio Dispatcher
Typist 1	*Plumbing Inspector	*Foreman
Typist 2	*Switchboard Operator	Clerk
Meter Reader	*Refuse Collection & Secretary	Secretary

Custodian	*Disposal Clerk	Housing Inspector
*Engineering Aide	Senior Program Director	Nurse
*Construction Inspector	Health Inspector	

\*There are no employees in these classifications at this time. In the event that these positions are filled, they will be filled by members of the bargaining unit.

**Section 3.2.** Except those employees excluded from the unit by the State Employment Relations Board, including all management level employees, supervisory employees, confidential employees, seasonal and casual employees, and all other employees specifically excluded by the Act and all other employees within other collective bargaining units.

**Section 3.3.** Should the City establish a new position in which the Union has 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 meet to negotiate a wage rate for the new position that is included in the bargaining unit.

#### **ARTICLE 4** **NON-DISCRIMINATION**

**Section 4.1.** Both the City and the Union hereby reaffirm their commitments, legally and morally, not to unlawfully discriminate in any manner relating to employment on the basis or race, color, creed, national origin, political beliefs, military status, age, sex, or disability, for the purpose of this Article.

**Section 4.2.** There shall be no discrimination toward employees by virtue of participation or non-participation in Union affairs.

#### **ARTICLE 5** **UNION REPRESENTATIVES**

**Section 5.1.** Those employees elected as Union Stewards shall officially represent the Union in their designated areas of representation. Union Stewards shall be afforded reasonable time to investigate and process grievances and conduct other necessary Union business in their areas of responsibility during working hours with no loss of pay. Any time devoted to these activities shall not interfere with or disrupt work activities or create overtime. The Union is entitled to two (2) Union Stewards.

**Section 5.2.** The President or Vice President or President's designee in the absence of the President, shall have the rights accorded to Stewards and Union Staff Representatives.

**Section 5.3.** The Union agrees to provide the City with a list of all Officers and Stewards of the Local within five (5) days after the effective date of this Agreement and whenever changes are made thereafter.

**Section 5.4.** The City agrees that authorized representatives of the American Federation of State, County, and Municipal Employees, AFL-CIO, shall have reasonable access to the

premises of the City with approval from the appropriate supervisors. The Local Union representatives shall inform the Supervisor upon arrival.

## **ARTICLE 6**

### **MANAGEMENT RIGHTS**

Except as limited by the expressed provisions of this Agreement, the City shall retain all rights imposed on it by law to carry out the administration of government and management of the City. The right to manage shall include, but not be limited to:

- A. The right to direct, supervise, hire, promote, transfer, assign, schedule and retain employees, and also to suspend, discipline and discharge for just cause. No employee shall be transferred arbitrarily or capriciously.
- B. The right to relieve employees of duty, and to determine the number of personnel needed in any agency or department, or to perform any function; determine services to be rendered, operations to be performed, utilization of technology, and overall budgetary matters.
- C. 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 any full-time position of any Union employee. In the event the City wants to contract or subcontract any matter which would eliminate any full-time position of any Union employee, the City shall notify the Union at least ninety (90) calendar days prior to any such subletting of a contract. During this ninety (90) day notice, the City and the Union shall negotiate on an alternative to the subcontracting or contracting of the City service.
- D. The right to determine the appropriate job classifications and personnel by which government operations are to be conducted; determine the overall mission of the unit of government; maintain and improve the efficiency and the effectiveness of government operations and provide for maximum safety in the performance of job duties.
- E. 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. All policies and procedures shall be uniformly applied within the group of employees to which they are directed.
- F. 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 specified above.
- G. 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. Seasonal Employees. Seasonal employees may be hired for a period of time not more than a total of four (4) months out of a year.

H. The City and the Union agree to the attached Substance Abuse Policy.

## **ARTICLE 7** **BULLETIN BOARDS**

**Section 7.1.** The City shall provide a two foot by two foot (2X2) bulletin board at a mutually agreeable location for use by the Union to enable employees in the bargaining unit to see notices thereon at each location bargaining unit employees are working.

**Section 7.2.** All notices posted on these bulletin boards shall be posted by a Steward or officer of the Local. Union notices relating to the following matters may be posted without the necessity of receiving the City's prior approval:

- A. Union recreation and social affairs;
- B. Notice of Union Meetings;
- C. Union appointments;
- D. Notice of Union Elections;
- E. Results of Union Elections.

No other notices of any kind shall be posted on the bulletin board unless they have the prior approval of the City. Such approval shall be signified by the Mayor, or his/her designee, initializing any such notice.

## **ARTICLE 8** **HOURS OF WORK AND OVERTIME**

**Section 8.1.** The standard work week shall consist of eight hours (8) a day, five (5) days each week Monday through Friday, except as provided for in Section 9.

**Section 8.2.** All work performed in excess of eight (8) hours in any one (1) day or forty (40) hours in any work week shall be compensated at the rate of time and one-half (1-1/2X) of the employee's regular rate of pay.

**Section 8.3.** Bargaining unit employees shall begin their day between the hours of 7 a.m. and 9 a.m. with prior approval of the appointing authority. Lunch period for members of the bargaining unit shall be thirty (30) minutes to one (1) unpaid hour with prior approval of the appointing authority. All customer service offices will be open from 8-5.

The 8:00 a.m. to 5:00 p.m. workday hours may be adjusted for an individual employee with prior approval of the Employee's appointing authority, providing that both the employer and the affected employee mutually agree in writing to the change for a specified period of time.

**Section 8.4.** All hours worked on the employee's sixth (6<sup>th</sup>) day of work or first (1<sup>st</sup>) off day shall be compensated at the rate of time and one-half (1-1/2X) his/her regular rate of pay.

**Section 8.5.** All hours worked on the employee's seventh (7<sup>th</sup>) or second (2<sup>nd</sup>) off day shall be compensated at the rate of double time (2X) his/her regular rate of pay.

**Section 8.6.** All work performed on a legal holiday or the day observed, but not both, as such shall be compensated at the rate of double (2X) his/her regular rate of pay.

**Section 8.7.** 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 City agrees to keep in mind the employees who normally perform such work where applicable and shall attempt to equalize overtime for employees who regularly perform the assigned duties. Refused overtime shall count as time worked for purposes of equalization.

**Section 8.8. Call-out Pay (Emergency).** Whenever an employee is called out to work at times other than his/her regular schedule, thereby necessitating additional travel time to and from work, he/she shall be guaranteed a minimum of three (3) hours work at the appropriate overtime rate of pay for all hours worked.

**Section 8.9.** The City may require from time to time scheduled overtime work. A forty-eight (48) hour notice shall be given to the affected employees. The compensatory rate shall be at the appropriate rate of overtime. The employees shall be entitled to compensation in accordance with Article 10 – Compensatory Time.

**ARTICLE 9**  
**HOURS OF WORK AND OVERTIME – RADIO DISPATCHERS ONLY**

**Section 9.1.** Hours of work at the present time are as follows:

1st Shift	7:00 a.m. to 3:00 p.m.
2nd Shift	3:00 p.m. to 11:00 p.m.
3rd Shift	11:00 p.m. to 7:00 a.m.

Management reserves the right to alter these shift hours in its discretion.

**Section 9.2.** The regular work week for full-time radio dispatchers shall consist of forty (40) hours, five (5) days of eight (8) hours each.

The work week for employees working rotating shifts including weekends shall be from 12:01 a.m. Sunday through 12:00 a.m. midnight Saturday for pay purposes.

**Section 9.3.** Work performed in excess of eight (8) hours in any one (1) day shall be compensated for at the rate of time and one-half (1-1/2X) their regular rate of pay.

**Section 9.4.** For work performed on the employee's sixth (6<sup>th</sup>) day or first (1<sup>st</sup>) off day other than standard shifts, the employees shall be compensated at time and one-half (1-1/2X) unless the employee has not been in a pay status for forty (40) hours that week. In such cases he/she receives straight time pay for the forty (40) hours of the week in time and time and one-half (1-1/2X) for the balance.

**Section 9.5.** Work performed on the seventh (7<sup>th</sup>) day or second (2<sup>nd</sup>) off day of the employee's work week shall be compensated for at a rate of double time (2X).

**Section 9.6.** Dispatch employees shall earn twelve (12) holidays per year as a Holiday Benefit. These holidays may be used at the discretion of the employee. Dispatch employees who are required to work any of said holiday shall be compensated at a rate of one and one-half times (1½) the regular rate of pay for all hours actually worked in addition to the holiday benefit. Dispatch employees called into work on a recognized holiday at a time outside of his/her regular shift shall be paid at the rate of two times (2) the regular rate of pay for all hours actually worked, in addition to the holiday benefit. For holidays observed see Article 18.

**Section 9.7.** 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 City agrees to keep in mind the employees who normally perform such work where applicable and shall attempt to equalize overtime for employees who regularly perform the assigned duties. Refused overtime shall count as time worked for purposes of equalization. Non-scheduled overtime shall be offered to full time employees first. The City agrees to keep a current list of overtime. This list must include time offered, time worked and time refused. A copy of this list shall be given to the Union President every thirty (30) days.

**Section 9.8.** Whenever an employee is called out to work at time other than his/her regular work schedule, thereby necessitating additional travel time to and from work, the employee shall be guaranteed a minimum of three (3) hours work at the appropriate rate of pay for all hours worked.

**Section 9.9.** The City may require, from time to time, scheduled overtime work. A forty-eight (48) hour notice shall be given to the affected employees. The compensatory rate shall be at the appropriate rate of overtime. The employees shall be entitled to compensation in accordance with Article 10 – Compensatory Time.

**Section 9.10.** Shift differential shall be paid in the amount of an additional sixty-five cents (\$0.65) per hour for employees who are working during the hours of 3:00 p.m. and 7:00 a.m.

**Section 9.11.** Effective January 1, 2004 and January 1 of each year thereafter, employees shall pick shifts based upon Union seniority.

**Section 9.12.** On January 1 of each year, the City shall purchase unused holidays. The City Auditor shall determine which employees are eligible to receive a holiday buy back. The Auditor shall calculate the number of unused holidays from the previous year. The City, at the employee's current rate of pay, shall purchase said holidays. On or before February 1 of each

year, the eligible employee shall be compensated for the purchased days of the previous year. Holidays cannot be carried over after December 31<sup>st</sup> of each year.

**Section 9.13.** When an employee is unable to report to work, he/she shall notify his/her immediate supervisor or other designated person within (1) hour 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.

**Section 9.14.** Vacation and Personal time used that is less than a full days increment shall be taken at the beginning or the end of the shift only.

**Section 9.15.** Effective January 1, 2004 and January 1 of each year thereafter, vacations shall be picked by Union seniority. The first pick shall be up to but not more than two (2) weeks or ten (10) days. Continue seniority pick rotation. Once every employee has had an opportunity to make their first pick, the rotation starts back over with remaining picks up to but not more than one (1) week or five (5) days.

## **ARTICLE 10**

### **COMPENSATORY TIME**

**Section 10.1.** 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.

**Section 10.2.** The compensatory time accrued will be paid to the employee on or before September 15 of each year. Employees may reserve and carry over forty (40) hours of compensatory time. 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:

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

## **ARTICLE 11**

### **PROBATION PERIOD**

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/transfer shall be in a probationary period for sixty (60) days from the date of promotion/transfer. In the event of revocation, the employee shall return to the job previously held.

**ARTICLE 12**  
**GRIEVANCE PROCEDURE**

Should any dispute or difference arise between the City of Norwood and the Union concerning the interpretation and/or application of /compliance with any provision of this Agreement, including any disciplinary action, such grievance shall be processed in the following manner. It is understood at any level of the Grievance Procedure that Management and Union are entitled to an equal number of representation.

**Step 1:** When an employee feels that he/she has a grievance the employee and Union Steward shall discuss it with his/her Supervisor within ten (10) working days of the time when the employee becomes aware of the incident precipitating the grievance. The grievance shall be reduced to writing prior to presenting it to their Supervisor setting forth the details of the grievance, i.e. the facts upon which it is based and the relief or remedy which is requested. The Supervisor shall attempt to adjust the grievance and give the employee an answer within ten (10) working days.

**Step 2:** If the grievance is not satisfactorily settled at Step 1, the employee or Union may, within ten (10) working days after receipt of the Step 1 answer, appeal the grievance to the employee's appointing authority or designee. The employee's appointing authority or designee shall meet with the employee, his/her Steward, Local Union Representatives and Union Staff Representative within ten (10) working days from the date of the request and shall render an answer in writing to the employee, the Union President and the Staff Representative within ten (10) working days after the appointing authority's receipt of the grievance.

**Step 3:** If the grievance is not satisfactorily settled at Step 2, the Union and the Employer may, with mutual agreement, within thirty (30) 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 mediator. 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 then the earliest available mediator will be appointed. Upon mutual consent the parties can skip Step 3 and proceed directly to Step 4.

**Step 4:** If the grievance is not satisfactorily settled at Step 3, the Union may, within thirty (30) calendar days, submit the matter to final and binding arbitration. Oral and written reprimands are not subject to arbitration. Furthermore, the aggrieved employee, 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 to 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 preceding 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 grievance 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 initially be presented by the Union at Step 2 of the Grievance Procedure.

The following are examples of Supervisors for Step 1 of the Grievance Procedure:

Employees in Community Center .....	Community Center Director
Employees in Health Dept. ....	Health Commissioner
Employees in Public Works.....	Superintendent, Public Works
Employees of Building Dept.....	Building Commissioner
Employees of Fire Dept. ....	Fire Chief
Employees of Police Dept.....	Police Chief
Employees of Law Dept.....	Law Director
Employees of Mayor's Court.....	Clerk of Courts
Employees of Treasurer's Dept .....	Treasurer
Employees of Auditor's Dept .....	Auditor
Employees of 911 Dispatch .....	Police Chief or Designee
Employees of Water.....	Safety Service Director
Employees of Tax .....	Tax Commissioner

### **ARTICLE 13** **DISCIPLINARY PROCEDURE**

**Section 13.1.** No employee shall be subject to discipline except for just cause.

**Section 13.2.** Progressive steps shall be as follows: Oral warning, (includes written documentation of oral warnings), written warning, one (1) day, three (3) day, five (5) day or more suspensions and then dismissal. These are the forms of discipline, not necessarily the order.

**Section 13.3.** No employee shall be disciplined (except oral reprimands, written documentation of oral reprimands, and failure to qualify during the probationary period) without a hearing by the appointing authority. Notice of the reasons for disciplinary action shall be given to the Union president and staff representative at least two (2) working days prior to the date of the scheduled hearing. Union representatives shall be given adequate opportunity to be present at all

disciplinary hearings. It is the responsibility of the official hearing the charges to advise the employee of his/her right to representation before the date of the hearing. These hearings shall be scheduled to allow Union representative's attendance.

**Section 13.4.** Disciplinary actions of verbal or written reprimands may be appealed through Steps One (1) and Two (2) of the grievance procedure, but may not be appealed to Step Four (4), arbitration. Appeals concerning a suspension without pay, reduction, or termination from employment shall be initiated at Step Two (2) and may be appealed at Step Four (4) of the grievance procedure.

**Section 13.5.** 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.

## **ARTICLE 14** **SENIORITY**

**Section 14.1.** "Seniority" shall be defined as the uninterrupted length of continuous Union service with the City. Part-time service for seniority purposes shall be calculated on an hour for hour basis – one (1) hour worked, one (1) hour seniority, etc. A termination of employment lasting less than thirty-one (31) working days does not constitute a break in continuous service. An authorized leave of absence does not constitute a break in continuous service, provided the employee returns to active service immediately following the expiration of the leave.

**Section 14.2.** No employee shall acquire seniority rights under this Contract until he/she has been continuously employed by the agency for one hundred fifty (150) calendar days. During this period, the employee shall be considered a probationary employee.

**Section 14.3.** If the employee is laid off, he/she shall retain his/her seniority for a period equal to length of service from the time of his/her actual layoff, if he/she has had one (1) or more years of accumulative service.

**Section 14.4.** Seniority shall be broken when an employee:

- (1) Resigns, unless reinstated within one (1) year.
- (2) Is discharged for just cause.
- (3) Is laid off and not recalled within the time limits as determined by Section 3.

**Section 14.5.** Classification seniority shall be defined as the uninterrupted length of continuous service in any one classification within the City.

**Section 14.6.** The City Auditor shall provide the Union president with one (1) copy of a seniority list which shall contain the following information:

- (1) Names of bargaining unit members;
- (2) Department;
- (3) Classification;
- (4) Date of Hire; and
- (5) Date of Classification entry.

The City Auditor shall provide the list to the Union President upon request.

**Section 14.7.** The City Auditor shall furnish to the Union names and addresses of all new employees hired into the bargaining unit within ten (10) days after the date of hire.

## **ARTICLE 15** **LAY-OFF AND RECALL**

**Section 15.1.** 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 Union seniority, as defined in Article 2, within a classification shall be laid off first (excluding building inspectors, nurses, and sanitarians, which may bump in their respective classifications and lower).
- B. 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.
- C. 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) work days shall be considered to have accepted the lay-off.
- D. Any employee who is bumped out of his/her position may exercise the same lay-off rights as outlined above.

**Section 15.2.** Prior to laying off any permanent full-time employee, Management shall abolish all part-time, casual, probationary, temporary, seasonal or intermittent positions.

**Section 15.3.** Laid-off employees shall have recall rights to the position from which they were laid off for a period of one (1) year.

**Section 15.4.** 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 15.5.** 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 15.6.** 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 15.7.** Employees returning from military service are placed at the salary step they would have attained had they not left for military service.

**Section 15.8.** When an employee is promoted by promotional or open exam to a classification carrying a higher pay range, his/her pay is fixed at the rate in his/her new class next higher to that he/she held in his/her old class.

**Section 15.9.** 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 15.10.** When, because of physical or other infirmities, an employee is unable to perform the duties of his/her position but is qualified for service in another classification, he/she may, with the approval of the Civil Service Commission, be reassigned to another classification at the same rate of pay if the new classification contains such a rate; otherwise, at the rate of compensation in such a classification next lower than his/her previous compensation.

## **ARTICLE 16** **SICK LEAVE**

**Section 16.1.** Each employee in the respective position hereof, shall receive their sick leave as set forth below.

**Section 16.2. 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 16.3. Expiration of Sick Leave.** If illness or disability continue beyond the time covered by earned sick leave, the employee may be granted by the Mayor disability leave up to two (2) years without pay or benefits at which time the employee can be terminated.

**Section 16.4. Charging of Sick Leave.** Sick leave shall be charged in units of one-half (½) hour, with the prior approval of the Supervisor. 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 16.5. 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 16.6. Notification by Employee.** When an employee is unable to report to work, he/she shall notify his/her immediate supervisor or other designated person within thirty (30) 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.

**Section 16.7. Abuse of Sick Leave.** Employees failing to comply with sick leave rules and regulation may 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.

**Section 16.8. Absence.** Absence shall be measured on a rolling consecutive three (3) month basis. At the beginning of each calendar month the prior three (3) month period shall be measured for attendance results. Absence in excess of three (3) occurrences in the prior three (3) month period could be considered excessive. In the measurement of attendance the following will not be included: Personal Time/Days; FMLA days; pre-arranged sick time; vacation; Holidays and Funeral Leave. The City may meet with the Union and employee to discuss problems with absence as defined in this section.

**Section 16.9. 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 16.10. 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 16.11. 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 three (3) consecutive days. 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 16.12. Sick Leave Conversion.** With the approval of the Appointing Authority 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 eighty (80) 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 16.13. Unused Sick Leave Payment.** Effective January 1, 2000 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 (1/2) the value of the employee's unused sick leave credit accrued on or after January 1, 1997. 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 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.

**Section 16.14.** Any accumulation of unused sick time by an employee before January 1, 2000 shall be paid or compensated in accordance with the provisions of the applicable prior Collective Bargaining Agreement(s).

**ARTICLE 17**  
**VACATION**

**Section 17.1.** 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 one hundred eighty-four (184) hours of vacation leave with full pay. This would accrue at the rate of seven and one-tenths (7.1) hours per biweekly pay period.

A full-time City employee with twenty-five (25) 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.

**Section 17.2.** 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 two (2) weeks accrued vacation over to the next vacation year;
- B. Be paid up to two (2) weeks 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 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 17.3.** Vacation selection shall be made by Union seniority. Once a vacation request is approved it shall not be changed without written consent of the involved employee and the Supervisor, except in cases of emergency.

**Section 17.4.** Employees shall be permitted to use vacation in units of two (2) hours, with the approval of the Supervisor.

**Section 17.5.** Upon application filed with the City Auditor and approved by the Supervisor not less than two (2) weeks prior to the commencement of a vacation period, any Local 3278 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 17.6.** 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 18** **HOLIDAYS**

**Section 18.1.** This section applies to all bargaining unit employees.

The following holidays shall be observed with pay:

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
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day

Effective January 1, 2006 all employees shall receive a floating holiday. This floating Holiday may be taken anytime within the year and shall not carryover or accrue to the next year.

**Section 18.2.** 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.

**Section 18.3.** Should a holiday fall during an employee's vacation period, such employee shall receive an additional day.

## **ARTICLE 19** **JOB BIDDING / PROMOTIONS**

This article covers promotions and job bidding.

**Section 19.1.** Whenever a vacant position is to be filled in the bargaining unit, it shall be filled by a member of the bargaining unit, provided qualified personnel are available. A vacant position is defined as an open position within a job classification series created by resignation, retirement, death, promotion, or release of an employee from a position. Vacant positions to be filled shall be posted within ten (10) calendar days by the City. The City shall fill vacant funded positions within six (6) months of the position becoming vacant.

**Section 19.2.** Notice of the vacant positions to be filled shall be posted by the City on bulletin boards, to provide current employees with reasonable opportunity to become aware of the position. The posting period shall be ten (10) working days. After all bids are in, the City shall place the employee in the position within five (5) working days.

**Section 19.3.** All employees within the bargaining unit may bid for the position. The selecting of an employee to fill the vacant position shall be by Union seniority within the classification then overall Union seniority along with ability; employees have the right to grieve ability. For employees to be able to transfer outside of their current classification, they must be on the current Civil Service eligibility list for the vacant position or they must have taken and passed the Civil Service test for that classification some time in the past. Should there be no current eligibility list for the vacant position, the City has sixty (60) days to have the test given. The employee must pass the test to remain in the new position. If no test is given within sixty (60) days, the employee is exempt from taking the test for that position. These test requirements are not necessary for movements among the following classifications: Typist I, Typist II, Secretary, Clerk, Account Clerk I, and Account Clerk II.

**Section 19.4.** Employees placed pursuant to this Article shall have the right to reinstatement to their former position for the first sixty (60) calendar days of the probation period. They shall receive their former rate of pay and shall not lose their seniority.

**Section 19.5.** An employee who successfully bids or is hired for a position may not bid for another position for twelve (12) months after the date of placement or date of employment.

**Section 19.6.** The City shall provide a list of all persons who bid on a position to be filled to the Union President within ten (10) calendar days after the position is filled upon request of the Union.

**Section 19.7.** Newly created bargaining unit positions will be posted internally for two (2) weeks. Applicants must meet the minimum qualifications of the position in order to apply and be considered. The Employer will then follow its established procedures to consider the applicants. If no applicants meet the Employer's criteria and standards, the Employer will then follow its normal job posting procedure outside of the bargaining unit.

## **ARTICLE 20**

### **UNION DUES DEDUCTION / FAIR SHARE**

**Section 20.1.** 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 term 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 20.2.** 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 (5<sup>th</sup>) day following the end of the pay period in which the deduction is made.

**Section 20.3. 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 therein shall be construed as requiring any employee in the bargaining unit to become a member of the Union as a condition of serving or retaining employment or any benefits under this Agreement.

**Section 20.4.** 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 21**  
**TERMS AND CONDITIONS FOR PAYMENT OF WAGES**

**Section 21.1.** Wage increases shall be as follows:

- 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 21.2. Wages.** Salary is to be based on the total number of years of City time an employee has as of his/her full-time starting date. Credit for part-time work is based on one (1) hour credit for each hour worked. Total number of part-time hours worked shall be divided by

2,080 hours to get the number of years or fraction of years to be added to figure rate of pay. Employees are paid according to the Pay Scales for 2009, 2010 and 2011 in accordance with their classification and year of employment. Those employees who reach fifteen (15) years or more of employment will remain at the fifteen (15) year step of the pay scale.

**Section 21.3.** Any employee who 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 time worked in the higher classification if over four (4) hours in the higher classification for that day.

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

**ARTICLE 22**  
**OHIO AFSCME CARE PLAN**

The Employer agrees to contribute to the Ohio AFSCME Care Plan for the purpose of providing various benefits to eligible bargaining unit employees in accordance with the rules and regulations of the Fund and all applicable federal and state laws. Effective January 1, 2003, contributions shall be made on the first (1<sup>st</sup>) day of each month at the rate of fifty-five dollars and seventy-five cents (\$55.75) per month for each bargaining unit employee.

The AFSCME Care Plan shall include:

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

Newly-hired employees shall be eligible for Ohio AFSCME Care Plan benefits upon completion of their probation period.

The Employer, with reasonable notice to the City Auditor, hereby agrees to permit an authorized representative of the Fund to inspect its payroll records for the purpose of checking the accuracy of the contributions required to be made by the Employer to the Fund.

If the Employer fails to make the contributions provided herein within the time required by the rules and regulations of the Fund, then the Trustees may terminate insurance coverage for such employees on whose account the Employer has failed to contribute.

All contributing Employers shall use the reporting forms provided by the Trustees and comply with the instructions of the Trustees in completing such forms. Such periodic reporting forms shall be filed by the Employer with the Fund each month regardless of whether any contributions are required to be made herein, including such amendments to same as may be adopted from time to time by the Board of Trustees.

Only the Board of Trustees has any authority to determine matters involving coverage, eligibility, and types of welfare benefits provided to the employees of the Fund. No Employer or Union may make any form of representation or commitment as to such past, present and future coverage, eligibility, amount, and type of benefits for any employee or group of employees. No

representation or commitment not in writing and signed by the Board of Trustees shall be binding on the Board of Trustees or the Fund. No officer, agent, representative, or employee of any Employer shall be deemed an agent or representative of the Board of Trustees or be deemed or authorized to make any oral or written representations, or give any form of commitment, which may be relied upon by an employee, spouse, beneficiary or dependent.

### **ARTICLE 23** **INJURY ON DUTY PAY**

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 Safety/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 Safety/Service Director regarding the employee's injury and the physician's examination and finding pursuant thereto, including answering pertinent questions of the Safety/Service Director. Employees must call their supervisor every two (2) weeks to keep him/her 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 (3<sup>rd</sup>) 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 cost of the third physician shall be shared equally by the employee and the City.

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 Workers' Compensation Fund of the State of Ohio. The injured employee shall be required to assign any funds received as lost wages from Workers' Compensation while receiving injured on duty pay to the Treasurer of the City of Norwood.

## **ARTICLE 24**

### **HEALTH INSURANCE**

**Section 24.1.** The City shall provide to bargaining unit employees medical and hospitalization plans.

**Section 24.2.** Each individual member of Local 3278 has the option of subscribing to the negotiated health insurance. This may be done only once a year at the designated time.

**Section 24.3.** 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 15 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 24.4.**

- A. **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.
- B. The City of Norwood shall pay one hundred percent (100%) of the premiums to provide coverage under the Community Mutual Blue Cross/Blue Shield and UCR coverage or equivalent coverage for all full-time employees hired on or before December 31, 1987, as defined herein, of the City of Norwood, and for all such employees upon completion of a cumulative total of twenty (20) years of honorable service upon termination of employment.
  - 1. In the event an employee becomes sick or disabled, resulting in the total use of all accumulated sick and vacation leave, the City shall pay any and all premiums herein for a period not to exceed ninety (90) days.

C. The benefits provided herein to employees upon retirement shall not accrue or be applicable to any employee who enters employment with the City of Norwood 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.

D. Benefits provided to retirees herein shall cease upon eligibility for Medicare at age 65.

**Section 24.5.** 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 24.6. 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 25** **UNION LEAVE**

**Section 25.1.** The Union shall be given a maximum of ten (10) days per calendar year provided the work of the City is not unreasonably disrupted. The president may delegate up to two (2) representatives to attend conferences, seminars and conventions, without loss of pay. Union leave for conferences, seminars and conventions shall be requested at least ten (10) days in advance. Union business can be conducted during working hours with prior approval.

**Section 25.2.** At the request of the Union, a leave of absence without pay 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 26** **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 voucher to the City showing a period of jury duty 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 27**  
**PERSONAL TIME**

All bargaining unit employees shall be granted thirty-two (32) hours of personal leave time per year. Personal time may be used in no less than two (2) hour increments. Only sixteen (16) hours shall be deducted from employees sick bank, the remaining sixteen (16) hours shall be with pay and not deducted from employees sick bank. Employees shall give at least twenty-four (24) hours notice to use personal time unless otherwise approved by his/her supervisor.

**ARTICLE 28**  
**LEAVES WITHOUT PAY**

**Section 28.1. Sick Without Pay (S.W.O.P.).** The City will comply with the requirements of the Family and Medical Leave Act or any other applicable federal or state law.

**Section 28.2.** Sick without pay leave shall be granted up to one (1) year to employees with one (1) or more years of service when such employee is sick or injured but does not have a sick with pay (S.W.P.) balance. If the leave extends beyond one (1) month, a medical certificate shall be required before returning to work.

**Section 28.3.** The City of Norwood shall pay any and all premiums for the negotiated insurance plan herein provided for a period not to exceed eighteen (18) months in its entirety, with the understanding that for the first three (3) months of the time frame the City of Norwood shall pay one-half (1/2) of the cost and the employee shall pay the other one-half (1/2). After the first three (3) months, the employee is responsible for one hundred percent (100%) of the premium for the next fifteen (15) months.

**ARTICLE 29**  
**FUNERAL LEAVE**

**Section 29.1.** Three (3) days paid leave to arrange for and to attend the funeral of a member of the employee's immediate family may be granted by the City, provided time off is during the work week, unless unusual, or in the case of special circumstances, then this time must be approved by the employee's appointing authority. Additional time, if needed, may be approved (but deducted from the employee's sick leave) by the employee's appointing authority. Proof of death and relationship of the deceased may be requested. The immediate family is defined as: spouse, parent, parent-in-law, step-parent, child, step-child, brother, sister, step-sister, step-brother, half-brother, half-sister, grandchild, grandparent, brother-in-law, and sister-in-law.

**Section 29.2.** One (1) day funeral leave for any other relative chargeable to accrued sick leave balance as approved by the Supervisor.

**ARTICLE 30**  
**MEETINGS**

Quarterly meetings of the Labor/Management Committee will be held between the City and the Union upon request of either party.

**ARTICLE 31**  
**MILITARY LEAVE**

A permanent full-time employee who is a member of any military reserve component is entitled to leave of absence for active duty training for such periods not to exceed thirty (30) calendar days per year. Such leave must be granted by the Appointing Authority upon presentation of proper military orders. Military pay differential will be in accordance with this Agreement. All federal and state requirements will be applicable.

**ARTICLE 32**  
**MILEAGE**

Employees who use their personal vehicles for City business shall be compensated at the rate then provided for personal mileage by the Internal Revenue Service. Mileage vouchers shall be submitted monthly for reimbursement. Employees whose job descriptions require the use of a vehicle shall be required to use City vehicles as directed by the Safety/Service Director.

**ARTICLE 33**  
**CLOTHING ALLOWANCE**

The City may require, at City expense, uniforms for employees in the following classifications: Meter Reader, Nurses, Sanitarians, Dispatchers, Housing / Health / Building / Construction Inspectors and Custodians.

The City shall provide the following equipment: Safety glasses, helmets, foul weather gear and all other tools and items needed to promote the safety and welfare of the employees.

Employees shall be responsible to maintain uniforms and equipment and present a clean and neat appearance while on the job.

**ARTICLE 34**  
**PAYDAYS**

Employees shall receive biweekly paychecks. Paychecks shall be distributed on Friday morning.

**ARTICLE 35**  
**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 36**  
**LIABILITY COVERAGE**

The Employer agrees to indemnify and defend any employee from any action arising out of the lawful performance of his/her assigned duties.

**ARTICLE 37**  
**INTEGRITY OF THE AGREEMENT**

The City and the Union agree that the terms and provisions contained in this written Agreement constitute the entire agreement between parties and supersedes all previous communication, understandings, or memorandum of understanding pertaining to any matters set forth in this Agreement or to any other matter.

The City and the Union agree that during the negotiations which preceded this Agreement, each party had the unlimited right to make any demands or proposals and to bargain about each and every proposal made. The parties further agree that during the term of this Agreement, each voluntarily and unqualifiedly agrees to waive its right to bargain with respect to any matter whatsoever whether or not such matter is contained in this Agreement, unless agreed otherwise herein.

**ARTICLE 38**  
**TERMINATION**

This Collective Bargaining Agreement by and between the City of Norwood and AFSCME Ohio Council 8, AFL-CIO and Local 3278 shall be effective upon execution, through December 31, 2015 and thereafter from year to year unless either party gives no less than sixty (60) calendar days written notice prior to midnight December 31, 2015 or any yearly anniversary date thereafter, to terminate this Collective Bargaining Agreement.

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. The parties shall enter into collective bargaining for the purpose of arriving at a mutual satisfactory replacement for such article or section held invalid.

**ARTICLE 39**  
**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 up to 16 hours per year. 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.

**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 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 40**  
**GROUP LIFE INSURANCE / SHORT-TERM DISABILITY**

**Section 40.1.** On or before March 31, 2000 and each year thereafter, the City shall pay to Local Union 3278, 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 by Local 3278. 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.

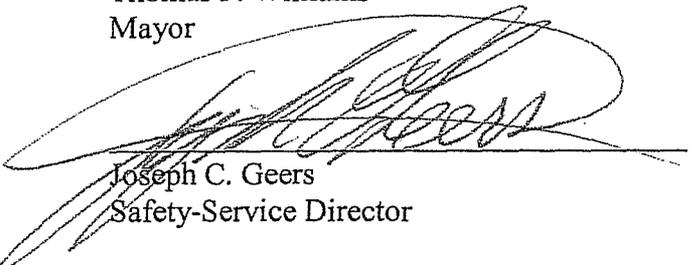
**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the 17<sup>th</sup> day of April, 2013.

**FOR THE CITY OF NORWOOD:**



Thomas F. Williams  
Mayor



Joseph C. Geers  
Safety-Service Director

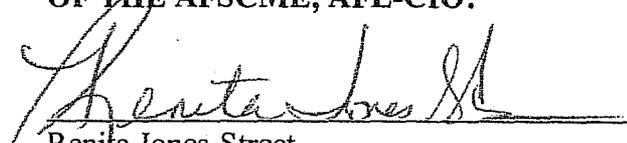


Chris Brown, Esq.  
Assistant Law Director



Kelly E. Babcock  
Labor Relations Consultant

**FOR THE PUBLIC EMPLOYEES  
LOCAL #3278 & OHIO COUNCIL 8  
OF THE AFSCME, AFL-CIO:**



Renita Jones-Street  
AFSCME Staff Representative



Rebecca Frankenhoff  
President



Charles Russ  
Vice President

## ADDENDUM I

Listed below are the classification series in which employees may bump in case of layoff.

FOREMAN	Secretary to Law Director, Secretary to Health Commissioner, Engineering Aide, Switchboard Operator, Account Clerk 2, Typist 2, Refuse Collection Clerk, Radio Dispatcher, Housing Inspector, Water Meter Reader, Account Clerk 1, Typist 1, Senior Program Director, Parking Lot Attendant, Custodian, Clerk, Secretary to Police Chief, Secretary to Fire Chief, Senior Program Director.
ACCOUNT CLERK 2/ TYPIST II	Secretary to Law Director, Secretary to Health Commissioner, Engineering Aide, Typist 2, Refuse Collection Clerk, Radio Dispatcher, Housing Inspector (can bump by seniority and to the following lower classifications), Water Meter Reader, Account Clerk 1, Typist 1, Senior Program Director, Parking Lot Attendant, Clerk, Switchboard Operator, Custodian, Secretary to Police Chief, Secretary to Fire Chief, Senior Program Director, Housing Inspector, Health Inspector, Engineering Aide.
ACCOUNT CLERK I/TYPIST I	Can bump by seniority to the following lower classifications: Water Meter Reader, Parking Lot Attendant, Custodian, Typist I, Clerk, Switchboard Operator.
WATER METER READER	Typist I (can bump by seniority and to the following lower classifications): Parking Lot Attendant, Clerk, Switchboard Operator.
PARKING LOT ATTENDANT	Custodian.
CUSTODIAN	Nowhere to bump.
BUILDING INSPECTORS	Respective classifications only and lower.
NURSES	Respective classifications only and lower.
SANITARIANS	Respective classifications only and lower.
PLUMBING INSPECTOR	Respective classifications only and lower.

**APPENDIX #1**

<b><u>CLASS TITLE</u></b>	<b><u>WAGE RANGE</u></b>
Clerk.....	11
Plumbing Inspector .....	14
Building Inspector (without Ohio Class III certification).....	12
Building Inspector (with Ohio Class III certification).....	14
Sanitarian .....	15
Foreman .....	14
Secretary to Law Director.....	11
Secretary to Health Commissioner .....	11
Engineering Aide .....	12
Switchboard Operator .....	11
Account Clerk 2 .....	11
Typist 2 .....	11
Refuse Collection/Disposal Clerk.....	11
Radio Dispatcher.....	11A
Housing Inspector (without BOCA certification or equivalent).....	11
Housing Inspector (with BOCA certification or equivalent).....	11A
Water Meter Reader.....	11
Account Clerk 1 .....	11
Typist 1 .....	11
Senior Program Director.....	11
Parking Meter Attendant.....	11
Parking Lot Attendant.....	11
Custodian .....	11
Nurse.....	14
Clerk in Police Division.....	11
Clerk in Water Department.....	11
Secretary to Chief of Police Division .....	11
Secretary to Chief of Fire Division.....	11
Health Inspector (without BOCA certification or equivalent).....	11
Health Inspector (with BOCA certification or equivalent).....	11A
Construction Inspector (without BOCA certification or equivalent).....	11
Construction Inspector (with BOCA certification or equivalent).....	11A

**APPENDIX #2  
STATEMENT OF HEALTH INSURANCE BENEFITS**

<b>ANTHEM</b>			
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
<b>Type of Plan</b>	<b>Blue Access PPO</b>		<b>Blue Priority HMO</b>
<b>Benefits</b>	<b>Network</b>	<b>Non-Network</b>	<b>Network</b>
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

**CITY OF NORWOOD**  
**LOCAL 3278 PAY SCALE 2013 (0%)**

Year of Employment	Wage Range				
	11	11A	12	14	15
Entry	\$17.23	\$18.34	\$20.82	\$23.26	\$23.73
1	\$17.63	\$18.60	\$21.57	\$23.53	\$24.01
2	\$18.04	\$18.88	\$22.31	\$23.78	\$24.27
3	\$18.45	\$19.13	\$23.07	\$24.05	\$24.53
4	\$18.84	\$19.41	\$23.34	\$24.31	\$24.80
5	\$19.24	\$19.66	\$23.61	\$24.60	\$25.07
6	\$19.62	\$19.93	\$23.87	\$24.85	\$25.32
7	\$19.93	\$20.66	\$24.07	\$25.06	\$25.53
8	\$20.25	\$21.40	\$24.27	\$25.26	\$25.74
9	\$20.54	\$22.15	\$24.48	\$25.45	\$25.94
10	\$20.86	\$22.89	\$24.69	\$25.67	\$26.14
11	\$20.96	\$23.02	\$25.09	\$26.06	\$26.55
12	\$21.08	\$23.14	\$25.48	\$26.45	\$26.94
13	\$21.17	\$23.21	\$25.51	\$26.47	\$26.97
14	\$21.24	\$23.28	\$25.54	\$26.51	\$27.00
15	\$22.00	\$23.98	\$26.16	\$27.14	\$27.62

**MEMORANDUM OF UNDERSTANDING  
NORWOOD DAY**

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.

## **MEMORANDUM OF UNDERSTANDING**

The parties agree that for the duration of this agreement the Employer may contract out custodial services. The parties will review the success of that contracting at the conclusion of this agreement.

## MEMORANDUM OF UNDERSTANDING

1. The Parties agree to meet and discuss the layoff procedures, Article 15 and Addendum 2. Any agreement reached by the Parties shall be included as an addendum to this Agreement.
2. The Parties agree to meet and discuss the overtime call-out procedures for Radio Dispatchers, Article 9. Any agreement reached by the Parties shall be included as an addendum to this Agreement.
3. The Parties agree that in exchange for the elimination of Article 40, bargaining unit employees eligible to retire under PERS rules on or before 12/31/15, and who retire from the City of Norwood under PERS age and service retirement shall receive the equivalent of two weeks pay in addition to any other separation pay at the time of the retirement.