



Ordinance No. 13 20 20

ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE BARGAINING COMMITTEE OF THE NORWOOD, OHIO POLICE DIVISION FOR THE PERIOD FROM DECEMBER 1, 2015 THROUGH NOVEMBER 30, 2018, AND DECLARING AN EMERGENCY.

WHEREAS, the negotiating committee for the City of Norwood and the Bargaining Committee of the Norwood, Ohio Police Division have negotiated a Collective Bargaining Agreement for the Contract Period December 1, 2015 through November 30, 2018, which included a Fact Finding Report dated February 7, 2018 after a hearing, which Fact Finding Report has become effective by operation of law, and;

WHEREAS, the Police and the City have concluded that it is most efficient to enter into a Collective Bargaining Agreement document which is consistent with the Fact Finding Report; now therefore

BE IT ORDAINED by the Council of the City of Norwood, State of Ohio, that:

SECTION 1. The Safety-Service Director is hereby authorized to enter into a Collective Bargaining Agreement with the Bargaining Committee of the Norwood, Ohio Police Division for the Contract period from December 1, 2015 through November 30, 2018. A copy of said agreement is attached hereto and made a part hereof by reference.

SECTION 2. This ordinance is hereby declared to be an emergency ordinance and a measure necessary for the immediate preservation of the public peace, health, safety and general welfare and shall go into effect forthwith. The reason for said emergency is the necessity to proceed forthwith.

PASSED April 24, 2018
Date

Donna M. Laake
Donna M. Laake
President of Council

ATTEST:

Joseph S. Geers, the duly appointed Clerk of Council, attests that this ordinance was passed at a regular/special meeting of Norwood City Council on the 24th day of April, 2018 in compliance with the rules of Norwood City Council and the laws of the State of Ohio. The foregoing ordinance was submitted to the Mayor of the City of Norwood, Ohio for his signature on the 26 day of April, 2018.

Joseph S. Geers
Joseph S. Geers
Clerk of Council

APPROVED April 26, 2018
Date

Thomas F. Williams
Thomas F. Williams
Mayor

CERTIFICATION OF PUBLICATION:

Joseph S. Geers, the duly appointed Clerk of Council, attests that this Ordinance was published in the _____ on _____ and _____.
(Name of Newspaper) (date) (date)

Joseph S. Geers
Clerk of Council

ORDINANCE READINGS

1st Reading _____
Date

2nd Reading _____
Date

3rd Reading _____
Date

All 3 Readings 4/24/18
Date

Tabled _____
Date

Vetoed _____
Date

LABOR AGREEMENT
BY AND BETWEEN
THE CITY OF NORWOOD, OHIO
AND
THE BARGAINING COMMITTEE OF THE
NORWOOD, OHIO POLICE DIVISION

SERB Case No. 2017-MED-05-0725

Effective Through
November 30, 2018

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This Agreement is made between the City of Norwood, Ohio hereinafter referred to as "City" and the Bargaining Committee of the Norwood, Ohio Police Division hereinafter referred to as the "Police Committee."

WITNESSETH:

DEFINITIONS

- A. The term "Police" shall mean all Patrol Officers, Sergeants, and Lieutenants that compose the sworn component of the Norwood, Ohio Police Division.
- B. For the purpose of this Contract, the terms Contract and Agreement are considered to be synonymous.

RECOGNITION

For the Contract period: December 1, 2015 through November 30, 2018, and for a continuing period thereafter, unless the Police signatories tender written notice of their intent to repudiate this clause, the City agrees to recognize the Police Committee of the Norwood, Ohio Police Division as the sole bargaining agent, with exclusive bargaining rights for the "Police."

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

EXCLUSIVITY

It is understood that the terms of this Agreement are negotiated exclusively on behalf of the members of the Norwood, Ohio Police Division. The City shall not, automatically, agree to provide any benefit negotiated with Police Committee, for its members, to any other bargaining agency or unit representing any other group of city employees.

SAVINGS CLAUSE

In order to be prepared for the regularly scheduled quarterly-meetings, the members of the Police Committee shall be afforded reasonable on-duty time to investigate, document and finalize all materials which are felt to be a part of the Labor-Management relationship defined herein. The City shall grant reasonable access to its records and personnel for the purpose of accomplishing the intent of this Agreement.

The City shall provide, at no charge, all City documents and/or records necessary for such purpose.

In the event that any Article or Section of this Labor Agreement might be declared invalid, unlawful or non-enforceable by reason of any existing or subsequently enacted Federal or State legislation, ALL other Articles and Sections of the Agreement shall remain in full force and effect for the duration of the Agreement. In event of any invalidation, the City and the Police Committee SHALL meet within thirty (30) days of such invalidation for the purpose of renegotiating the effected Article or Section.

The City and the Police Committee agree that the Contract is covered by Section 4117 of the Ohio Revised Code, Furthermore, if section 4117 O.R.C. is found to be illegal or improper, the City and the Police Committee, mutually, agree that Local Collective Bargaining Ordinance (approved by popular vote) shall go into full force and effect.

MANAGEMENT RIGHTS

With respect to management rights, the City of Norwood shall have the clear and exclusive right to make decisions in all areas not subject to Contract. Such decisions, except as otherwise provided in this Agreement, shall not be subject to the Grievance Procedure.

The city is not required to bargain on subjects reserved to the management and direction of the City of Norwood by Chapter 4117 of the Revised Code of Ohio; excepting those which affect wages, hours, terms and conditions of employment and the continuation, modification or deletion of this Collective Bargaining Agreement. The City is not required to bargain on subjects reserved to the management and direction of the City of Norwood.

The City shall determine matters of inherent managerial policy which include, but are not limited to, areas of discretion, policy, functions and programs of the Public Employer, standards of services, overall budget, utilization of technology and organizational structure.

The City has the right to:

- A. Direct, supervise, evaluate, hire and train employees.
- B. Maintain and improve the efficiency and effectiveness of governmental operations.
- C. Determine overall methods, progress, means and personnel by which governmental operations are conducted.
- D. Suspend, discipline, demote, discharge for just cause.

- E. Lay-off, transfer, assign, schedule, promote, retain employees.
- F. Determine the overall mission of the employer as a governmental entity.
- G. Effectively manage its work force and resources.
- H. Take the actions necessary to carry out the mission of the employer as a governmental unit.
- I. Make reasonable rules to regulate the work force and establish and amend personnel policies and procedures as long as they are not in conflict with the terms of this Agreement or State law.

SUBSTANCE ABUSE POLICY

The parties have agreed to the attached Substance Abuse Policy for the Norwood Police Division.

EMPLOYEE RIGHTS

The City and the Police Committee recognize that both management and its Police employees have certain rights and prerogatives. The rights of the employees include, but are not restricted to the following:

- A. Employees shall be treated with courtesy and respect.
- B. Employees shall be treated in a fair and equitable manner.
- C. An employee shall be sent written notification and a copy of any written complaint lodged against said employee if a charge is filed or any type of disciplinary action is taken, except anonymous complaints which shall remain confidential to the extent that they include confidential law enforcement investigatory records per Revised Code 149.43. No disciplinary action shall be taken without substantiation of an anonymous complaint. All written complaints which do not proceed to investigation, charges or discipline shall be removed from the employee's personnel file within ninety (90) days of receipt. All citizen complaints against police employees shall be handled in accordance with the provisions of Internal Affairs Policy 52.11, effective October 10, 2015, a copy of which is attached hereto as "Attachment A."*

*The parties agree that they will meet to discuss in good faith a mutually agreeable procedure for citizen complaints. If either party believes an impasse has been reached, the matter may be submitted to final and binding arbitration.

- D. As far as practical, employees shall be interviewed during their normal working hours.
- E. No employee shall be denied due process in any civil, administrative, or criminal matter.
- F. Employees are entitled to representation (legal and/or union) during all phases of a disciplinary/complaint process. Such representation shall be secured by the employee. Employees shall be afforded a reasonable amount of time to secure such representation.
- G. Within one hundred twenty (120) hours of the completion of an investigation, the affected employee shall receive written notice of its disposition.
- H. Service Record Availability

- 1. Expungement, Inspection Notice

- A. All disciplinary/corrective actions shall be removed from the employee's personnel service record by the following schedule:

- i. All disciplinary penalties of oral reprimand and written reprimand; including employee counseling forms, shall be removed from the employee's personnel service record one (1) year after the date of the discipline which is the subject matter of the allegation or charge provided no other reprimands or counseling has occurred during the previous one (1) year period.
 - ii. All disciplinary penalties of less than thirty (30) days suspension, demotion or reduction of pay shall be removed from the employee's personnel service record three (3) years after the date of the discipline which is the subject matter of the allegation or charge provided no other suspension or demotion has occurred during the previous three (3) year period.
 - iii. All disciplinary penalties of thirty (30) days or more suspension, demotion or reduction of pay shall be removed from the employee's personnel service record five (5) years after the date of the discipline which is the subject matter of the allegation or charge provided no other suspension or demotion has occurred during the previous five (5) year period.

iv. All entries and copies placed in the employee's personnel service record pertaining to allegations or charges which are determined to be "not sustained" or "unfounded" or which result in an exoneration of the accused employee shall be immediately removed from the employee's personnel service record and destroyed in accordance with law.

v. It shall be the employee's responsibility to review his personnel file to conform proper removal of any entry. If an entry has not been so removed, the employee shall notify the Director of Safety in writing who shall remove the entry within fourteen (14) days.

B. Employee's shall be allowed to examine the original and all copies of their personnel service record in the presence of the Chief of Police and the Director of Safety, upon the employee's written request within a reasonable time. All employees shall be informed of all additions and deletions in their personnel service record which have any relationship to disciplinary or counseling matters. Employee's shall initial and receive a copy of all entries.

2. As to Section H(2), Period of Limitations, the parties agree that they will meet to discuss in good faith a mutually agreeable provision. If either party believes an impasse has been reached, the matter may be submitted to final and binding arbitration.

I. Violation of an employee's rights is a breach of Contract and subject to the appropriate procedure of grievance and/or redress.

ISSUES, COMPLAINTS AND GRIEVANCE PROCEDURES

The City recognizes that conditions exist peculiar to the Administration of the Police Division. These conditions necessitate continuing discussions between the Police Committee and the City Administration. In order to facilitate these discussions, the City agrees to periodic meetings with the duly elected members of the Police Committee and/or their representatives. Issues and complaints not covered by this Agreement, nor the jurisdiction of Civil Service, and adversely affecting police employees shall be discussed and, if at all possible, resolved.

An issue or complaint may be presented to the Chief of the Norwood Police Division, the Safety Director of the City of Norwood, or the Mayor of the City of Norwood. If the issue or complaint is presented outside the normal chain of command, it

shall be in writing and copies of such complaint shall be presented to the passed over positions. A party to whom the issue has been presented MUST discuss the matter. Submission or discussion of an issue at a particular level does not stop submission or discussion of the issue at any and all other levels.

The Director of Safety reserves the right to meet with the Chief of Police to compile and collect information on issues and negotiated items. The Police Committee may be excluded from these meetings.

Grievance Procedure

Definition of Grievance: A grievance is an allegation that the terms of this written Agreement have been violated or misrepresented or a difference of opinion exists as to the application or interpretation of same.

Definition of Working Days: Working days are construed to mean: days regularly worked by the member on whose behalf the grievance procedure is initiated.

Grievance Resolution

Resolution of grievances shall be pursued in accordance with the following steps:

Step One: If an oral discussion may result in resolution of the dispute, the employee may discuss the matter with his immediate supervisor. Said oral discussion will, however, not relieve the member from filing a written grievance within the time periods established herein. Police personnel grievances shall be reduced to writing and signed by the Chair of the Police Bargaining Committee. (In the event that the Chair is not available, the Vice Chair may sign.) Police personnel grievances may be filed by the member or by the bargaining unit. All grievances shall set forth the details of the grievances, i.e.: The facts upon which the grievance is based, approximate time(s) of the occurrence(s), and the relief or remedy requested. The written grievance must be submitted to the Chief of Police within twenty (20) days of the alleged occurrence. The Chief shall, within five (5) days of receipt, make written reply to the grievant.

Step Two: If the grievant is not satisfied with the Step One response, he/she may submit the grievance to the Safety Director. Such submission must be made within ten (10) working days of receiving the Chief of Police's written response. If the Chief of Police has failed to make timely response, the grievance shall be forwarded to the Safety Director within ten (10) working days of that time in which the Chief should have replied. The Safety Director shall make written response, to the grievant, within ten (10) working days after receipt of the grievance.

Step Three: If the grievant is not satisfied with the Step Two response, he/she may submit the grievance to the Mayor. Such submission must be made within ten (10)

days of the Safety Director's written reply. If the Safety Director fails to make timely response, the grievance shall be forwarded to the Mayor within ten (10) working days of that time in which the Safety Director should have replied. The Mayor shall make written response, to the grievant within ten (10) working days after receipt of the grievance.

Step Four: Arbitration: If the grievant is not satisfied with the decision or adjustment at Step Three, a mutually acceptable arbitrator shall be appointed. Within thirty (30) days of the Mayor's written reply or time that the reply should have been received, the Federal Mediation and Conciliation Service shall be contacted. A list of potential arbitrators will be received. Each side shall, alternately, strike one name from the list until only one arbitrator remains.

NB: The City shall strike first in even numbered years; the Police Committee shall strike first in odd numbered years. The decision of the arbitrator shall be final and binding upon both parties. The cost of the arbitrator shall be shared, equally, by both parties. The expense of expert witnesses shall be borne by the party producing said witness.

Step Five: It is the responsibility of the grievant to file the grievance within the established time periods. Any grievant, not satisfied with a decision, must file the grievance with the proper party at the next step. Grievances not pursued, by the grievant, within the stated time period(s) shall be deemed to be resolved. Failure to respond by management, within the proper time period, permits the grievant to proceed to the next step.

Employee Protection: All employees shall be free from any and all restraint, interferences, coercion or reprisal on the part of their supervisor (management) in filing any grievance or appeal or while seeking information relevant to the matter. The aforementioned principles apply, equally, after final resolution of the grievance.

Emergency Conditions: Wherein an emergency condition exists, both parties may mutually agree to combine any step or steps in this procedure to accelerate the resolution of the grievance. The time limits set forth herein may be extended providing such extension is agreed to, in writing, by both parties.

POLICY AND PROCEDURE REVIEW

The City and Committee agree to meet in good faith in the best interest of both the City and Police Division to discuss any revision of the Police Policy and Procedure Manual. This will include improved ways of handling Citizen Complaints in respect to the professionalism and fairness in the investigation and disposition of these complaints.

CITY SECURITY

The Police Bargaining Committee agrees that within the term of this Agreement, it will not originate any strike, slowdown or work stoppage against the City.

The City will not lock out any employee or otherwise intentionally interrupt or prevent continuity of services in the Police Division, insofar as services are required in the normal and usual operation of the City of Norwood.

TERMS OF AGREEMENT

This Agreement shall be effective as of 12:01 a.m. on the first (1st) day of December, 2015 and shall remain in full force and effect until 12:00 o'clock (midnight) on the thirtieth (30th) day of November, 2018.

In the event that negotiations to amend this Contract shall continue beyond the expiration of the terms of this Agreement, this Agreement shall continue in full force and effect until such time as it is either settled or decided by the appropriate fact finder/conciliator.

ARTICLE 01

WAGES

Wage rates for the appropriate classifications are established by this Agreement. These rates shall be modified, as necessary, subject to the terms of this Agreement.

Police Division salaries shall be as follows (0% increase):

<u>POSITION</u>	<u>BI-WEEKLY RATE</u>	<u>ANNUAL RATE</u>
Patrol on Appointment.....	\$2,165.03	\$56,290.75
Patrol upon Certification.....	\$2,300.37	\$59,809.54
Patrol I – one year experience.....	\$2,435.67	\$63,327.40
Patrol II – two years experience.....	\$2,571.00	\$66,845.89
Patrol III – three years experience.....	\$2,706.31	\$70,364.06
Sergeant.....	\$3,139.31	\$81,622.15
Lieutenant.....	\$3,327.67	\$86,519.41

Effective with the first pay period after March 31, 2018, all employees covered by this Agreement who were employed on January 1, 2018 and continued to be employed to March 31, 2018 shall receive a one-time payment equal to 2% of the base annual rate for the position each bargaining unit member holds as of the date the payment is made.

All employees covered by this Agreement shall receive a Cost of Living basic wage increase commencing January 1, 2014 and each successive January 1 thereafter. All Police Department salaries shall be increased by a percentage equal to the percentage

increase in the BLS Consumer Price Index (CPI-W), Cincinnati area of the first half of the previous fiscal year. In each year, the percentage increased salary shall be used as the new base to compute a new table for paying cost of living. In each successive year the base shall be further increased by the percentage increase in the consumer price index as set forth above.

Effective January 1, 1997, all straight time and overtime computations shall be based upon a forty (40) hour work week. Wage increases resulting from collective bargaining agreements relating to rank differential and elimination of hour reduction days shall not be included in computing the increase in the basic wages set forth above.

All police employees shall be paid bi-weekly. All new Police Division employees shall start in the Patrol on Appointment classification. Newly hired police personnel will be compensated at a rate of pay equal to eighty percent (80%) of the current Patrol - three (3) year rate. Upon receiving State certification, the employee shall be compensated at the rate of eighty-five percent (85%) of the current Patrol - three (3) year rate. (New employees having the required State certification shall be compensated at the eighty-five percent [85%] rate.) Police employees with one (1) year of tenure shall be compensated at the rate of ninety percent (90%) of the current Patrol - three (3) year rate. Police employees having completed two (2) years of service shall be compensated at a rate of ninety-five percent (95%) of the current Patrol - three (3) year rate. At the end of three (3) years, the police employee shall receive the rate of pay established for the Patrol - three (3) year classification.

An employee who has resigned and is subsequently reinstated shall, for the purposes of salary, be deemed a new employee. An employee recalled from a layoff shall start in their former salary classification (receiving credit for the time worked in the classification since the date of hire). Employees returning from military service shall receive credit and/or salary increases for all time spent in said military service.

ARTICLE 02

TABLE OF ORGANIZATION

Section 1. The structure of the Norwood Police Division shall be as follows:

TABLE OF ORGANIZATION

Chief of Police	1
Captain of Police	1
Police Lieutenant	5
Police Sergeant	8

Police Officer

32 effective 1/1/18

36 effective 1/1/19

38 effective 1/1/20

Section 2. Further, it is understood that the City retains the right to increase the rank structure within the complement, but shall not decrease the rank structure among members of the bargaining unit.

Section 3. The probationary period for all new employees hired in the bargaining unit shall be one (1) year from the date of hire. An employee who receives a promotion shall be in a probationary status for one hundred twenty (120) days from the date of promotion. Employees who do not pass the probationary period shall be returned to the job classification (rank) previously held.

ARTICLE 03

MINIMUM MANNING REQUIREMENTS

It is agreed by the City and the Police Committee that Officer Safety is a primary concern. Addressing the concern necessitates the establishment of a minimum staffing level. The minimum staffing level shall be:

Effective January 1, 2018:

1. For 12 hour shifts, six (6) full time uniform police personnel from 7:00am to 7:00pm. Five (5) full time uniform police personnel from 7:00pm to 7:00am.
2. For 8.5 hour shifts, six (6) full time uniform police personnel for first and second shift. Five (5) full time uniform police personnel for third shift.
3. For 10 hour shifts, six (6) full time uniform police personnel from 0600-2000. Five (5) full time uniform police personnel from 2000-0600.

Compensation: Police personnel working in a minimum manpower capacity shall be compensated at a rate of one and one-half times (1½X) that individual's normal rate of pay.

Minimum Manpower staffing shall whenever possible, be filled on a rank for rank basis.

ARTICLE 04

OVERTIME

Section 1. Any Police employee working over and above all time outside his/her regularly scheduled shift; or, over and above all time outside his/her normal weekly schedule; or, those hours covered in the minimum manning requirement section (Article 04) shall be compensated at the overtime rate. Time worked between 0 and 30 minutes shall be considered as one-half ($\frac{1}{2}$) hour.

Section 2. Overtime shall be monetary compensation at the rate of one and one-half times ($1\frac{1}{2}X$) the employee's regular hourly rate of pay. Employees may elect to take all or any part of overtime hours in the form of compensatory time, in lieu of overtime pay. Compensatory time shall be compensated at the rate of one and one-half ($1\frac{1}{2}$) hours off. Compensatory time not used shall be considered banked. Compensatory time off will not be refused by the employer without good cause.

Section 3. The employer reserves the right to require any and/or all employees to work overtime when the operational needs of the Division require it.

Section 4. No employee shall work in excess of seventeen (17) hours within a twenty-four (24) hour period except under exigent circumstances. An employee having worked seventeen (17) hours within a twenty-four (24) hour period must be off duty for a minimum of seven (7) consecutive hours before being allowed to return to work.

Section 5. Call-In-Time: Any employee called into work at a time outside of his/her regular shift shall be paid the greater of the actual time worked or the minimum of three (3) hours, at the overtime rate. When the employee is called in, he shall remain on duty until the work assignments related to the call-in are completed and he/she is released by the OIC.

ARTICLE 05

SHIFT DIFFERENTIAL

Any Police employee working a tour of duty that ends between the hours of 6:00 p.m. and 8:00 a.m. shall receive a shift differential compensation.

This shift differential compensation is in addition to the basic (hourly) rate of pay and is set at Eighty Cents (\$.80) per hour for each hour worked during the shift ending between the hours of 6:00 p.m. and 8:00 a.m.

Any employee working overtime or under the Minimum Manpower section shall receive shift differential compensation if said time falls under the time periods listed above. Shift differential shall be paid whether an employee chooses to take the time as overtime pay or compensation time. An employee is only eligible for shift differential for regular police duties and not for training, meetings or other non-official police work.

Shift differential compensation shall be paid as part of the employee's regular pay check for each pay period.

The provisions of this article shall be retroactive to January 1, 2000. The pending grievance by the Police Committee shall be dismissed with prejudice upon payment of outstanding shift differential.

ARTICLE 06

LONGEVITY

All full time Police employees upon completing five (5) years of service shall receive Longevity Compensation. This longevity compensation is in addition to the normal/regular pay.

Schedule of Compensation

- A. Upon completion of five (5) years of service, within the calendar year of the payment, an employee shall receive a payment of Four Hundred Forty Dollars (\$440.00) as longevity compensation.
- B. Upon completion of each additional year of service, within the calendar year of the payment, an employee shall receive an additional thirty-eight dollars (\$38.00). These additional years are over and above the five (5) years mentioned in Section A above.

i.e.: Employee with six (6) years service shall receive: \$440.00 plus \$38.00 = \$478.00.

All longevity compensation shall be paid as part of their first regular pay check in December.

ARTICLE 07

COURT TIME

Section 1. Police employees required to attend court outside the City of Norwood shall receive a Ten Dollar (\$10.00) expense fee for each such appearance. The City shall make semi-annual payment of these expense fees. Payment shall be paid as part of the employee's' first (1st) pay check in March and September.

Section 2. Police employees making an off-duty appearance in court shall receive the greater of the actual appearance time at the overtime rate or a minimum of three (3) hours at the overtime rate.

Section 3. Police employees may elect to receive time in the court time bank for off-duty appearance(s) in lieu of pay. Court time is compensated at the greater of the actual time at the overtime rate or a minimum of three (3) hours at the overtime rate. The City has the option of making payment (for court time) rather than allowing such time to accrue. If an employee accumulates more than one hundred sixty (160) hours of court time, the City shall make payment for such overage as it occurs. Any such payment shall be made at the employee's prevailing rate of pay.

Section 4. Dead Time – If the employee's regular shift ends less than eight (8) hours prior to any scheduled court appearance, that time shall be considered dead time. Employees shall be compensated for solitary dead time appearance for two (2) hours at the overtime rate in addition to the court time compensation listed above.

ARTICLE 08

FAIR SHARE FEE

All Police employees, eligible to be a member of the bargaining unit represented by the Police Committee, shall pay a Fair Share Fee. Said Fair share Fee shall be certified to the Auditor of the City of Norwood by the Treasurer of the Police Committee. The deduction of the Fair Share Fee from any earnings of an employee is automatic and does not require written authorization. The Fair Share Fee shall be set by the Committee/membership. Payments of the Fair Share Fees, to the Norwood Police Wage and Benefit Committee, shall be made in accordance with the following: All payroll deductions shall be directly deposited to an account and financial institution designated by the Police Committee. By the fifth (5th) day following a pay period in which a Fair Share deduction was made, the City shall transmit an alphabetical list of all employees who made the automatic Fair Share contribution. Said list shall be directed to the Committee Treasurer.

The Norwood Police Wage and Benefit Committee will indemnify and hold 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 Police Committee jointly.

ARTICLE 09

RESIDENCY

Upon completion of five (5) years and three (3) months of service as an employee of the Police Division of the City of Norwood, such employee receives the right to reside outside the City limits of Norwood, Ohio.

An employee electing to reside outside of the corporate limits of Norwood, must establish their residence within twenty-five (25) miles of the Norwood City limits.

An employee shall not receive compensation for time spent commuting to work. Work (pay) commences when the employee reports to his job assignment.

New employees will have up to fifteen (15) months from the date of employment to establish residency within the City of Norwood.

Those officers hired prior to April 1, 2003 shall be required to establish residency within the City of Norwood within six (6) months from the date of employment.

Those officers hired prior to April 1, 2003 upon completion of five (5) years service as an employee of the Police Division of the City of Norwood, such employee receives the right to reside outside the City limits of Norwood, Ohio.

If the State Legislature passes any laws that are less restrictive, then such laws shall also apply to members of the Bargaining Unit.

ARTICLE 10

CLOTHING AND EQUIPMENT

Upon initial appointment as a full-time Norwood Police Officer the City shall supply all clothing and equipment mandated by the Chief of Police and the Director of Public Safety at no cost to the employee. This does not include the City purchasing Police member's firearms.

Upon completion of one (1) year of service and thereafter all sworn full-time members of the Norwood Police Division shall be paid a clothing allowance of nine hundred dollars (\$900) in 2009, nine hundred fifty dollars (\$950) in 2010, and one thousand dollars (\$1,000) in 2011 for every twelve (12) months of duty. Payment shall be made by separate check on or before April 15 each year. An employee with less than one (1) year of service at the time of this payment shall be provided a pro-rated payment by separate check on or before April 15 each year.

Any new or changed clothing or equipment required by the City shall be furnished and/or replaced by the City at its sole expense and shall not be paid for out of the Police employee's annual clothing allowance.

Work clothing and/or equipment damaged as a result of employment with the City of Norwood shall be replaced or repaired at City cost. Claims must be approved by the Chief of Police and submitted to the Auditor's Office. Said claims must be tendered within fifteen (15) calendar days of loss or inspection order. Employees shall be issued a check upon verification of the replacement cost in the form of an invoice or receipt for the replacement items of clothing or equipment.

ARTICLE 11
OFF DUTY SCHOOL – TRAINING COMPENSATION

Any Police employee, voluntarily, attending a school or class (authorized by the Chief of Police) during off duty hours, shall receive compensation for such time. Such compensation shall be in compensatory time at one and one-half times (1½X) the actual time involved in school or class attendance, plus approved travel time.

Any Police employee, voluntarily, attending a school or class during off duty hours, on their own time and at their own expense, shall not be required to obtain authorization for such school or class.

Any Police employee, who is required to attend a school or class during off duty hours, shall receive compensation for such time, plus approved travel time. Such compensation shall, at the employee's option, be pay or compensatory time.

Employees who travel: (1) on official City business or (2) for training or professional development purposes, approved by the Chief of Police as being in the interest of the City, shall be reimbursed for reasonable travel expenses, including air, rail, bus fares, parking, lodging, and meals. The City may establish a maximum reimbursable limit and reimbursable procedures for travel expenses.

Should an employee be required to use their own vehicle: (1) on official City business or (2) for City-related travel, approved by the Chief of Police as being in the interest of the City, shall be reimbursed at the mileage rate established by the Internal Revenue Service.

Registration fees for conferences, seminars or other such training deemed to be in the best interest of the City, when approved by the Chief of Police shall be paid for the employee by direct payment, by advance or by reimbursement.

ARTICLE 12
MEDICAL INSURANCE, HEALTH BENEFITS

- A. Coverage: The City shall pay all fees for members of its health maintenance plan (HMP) group and no less than eighty percent (80%) of the cost for the plan provider organization (PPO) group. The City agrees to provide equal or better healthcare coverage with mutual agreement which shall not be arbitrarily withheld. The bargaining unit shall have the right to contest the issue of whether replacement coverage is equal or better through submission to final and binding arbitration.
- B. Benefits are as outlined in Appendix A.
- C. All employees of the Norwood Police Division Bargaining Unit hired after

January 1, 1987 shall be responsible for twenty percent (20%) of the medical coverage premium and the City shall be responsible for the remaining eighty percent (80%) of the medical coverage premium. However effective March 1, 2001, all employees of the Norwood Police Division Bargaining Unit hired after January 1, 1987 shall receive the Health Maintenance Plan (HMP) provided by the City without cost to the employee. In the event any such employee elects coverage under the Community Mutual Basic and Supplemental Major Medical Health Maintenance Plan Group, or any other medical insurance plan that is more costly than the HMP plan, the employee shall be responsible for twenty percent (20%) of the medical coverage premium and the City shall be responsible for the remaining eighty percent (80%) of the medical coverage premium.

- D. Health and Welfare Plan: Effective January 1, 2009, the City of Norwood will credit the sum of fifty-eight dollars (\$58.00) per month in a health and welfare account maintained in the name of each police employee. It is fully understood that the City's total cost shall not exceed fifty-eight dollars (\$58.00) per month, which would then entitle the employee to receive a credit of fifty-eight dollars (\$58.00) per month, in the health and welfare account. In the event an employee or his/her dependant incurs an optical, dental or health expense, that receipt, invoice, or bill for such expense may be submitted to the Auditor's Office at any time the employee wishes. The check will be issued by the Auditor to the police employee within thirty (30) days from submission as a reimbursement for the health and welfare expenses, but such reimbursement shall not exceed the amount currently credited to the employee's health and welfare account. At the time of the police employee's separation from city service for any reason, the balance remaining in his/her health and welfare account will be paid to the police employee.
- E. Effective January 1, 1994, each Norwood-resident Police employee shall receive a paid Family Plan enrollment in the Norwood E.M.S. service.
- F. Payment of Premiums: The City shall pay one hundred percent (100%) of the premiums, for each covered employee hired before January 1, 1987, necessary to provide coverage of the benefits as listed in this Section (Article 13). Additionally, the City shall pay all premiums for the same coverages listed in Article 13, for all covered Police employees upon completion of a cumulative total of twenty (20) years, or more, of honorable service and termination of their employment. Furthermore, the City shall pay all premiums to provide the coverages as listed in Article 13 to any employee whose full-time employment was terminated by reason of disability in conformity with the Laws, Rules and Regulations of the Ohio Police and Fireman's Disability and Pension Fund.
- G. All Police employees for whom the coverage is herein provided shall have the option of subscribing to the plan set forth above or the Group Health

Associates Plan of Cincinnati, as long as such plan is offered by the carrier.

Exercise of such option may be done once a year and only in the designated time period.

In the event that the prepaid group practice plan is more expensive than the negotiated insurance program, the employee covered by such plan shall be responsible for paying the difference. The City is not responsible for paying more to a prepared group plan than they pay for the negotiated insurance plan.

- H. Extended Coverage: In the event that an employee becomes sick or disabled, with a subsequent use of all accumulated sick and vacation time, the City shall pay all premiums for the employee's medical coverage for a period not to exceed one year from the date of injury or upon disability retirement, whichever comes first.
- I. Benefits described herein shall inure to the benefit of spouses and surviving dependent children of an employee who is killed in the line of duty or in the course of employment.
- J. The benefits, provided herein as they relate exclusively to employees upon retirement, shall not accrue to any employee who entered City service on or after January 1, 1975. Post 1975 employees are limited to the retirement insurance programs provided by the Ohio Police and Fireman's Disability and Pension Fund.
- K. Police 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). An employee's decision to waive the insurance will be on a yearly basis and will stay in effect for said year.
- L. The Union agrees to cooperate with the City and all other City of Norwood bargaining units for the purpose of investigating methods to provide equivalent or better insurance benefits for all persons covered by this Labor Agreement, including but not limited to the selection of replacement insurance providers at reduced costs to the City.

ARTICLE 13

LIABILITY INSURANCE

Any claim or suit brought against any Police employee arising from or due to any action or inaction on the part of any such employee while in the scope of his employment, shall be defended by the City Law Director until final termination of all proceedings resulting therefrom. The City shall save such employee harmless

from personal liability or judgment resulting from any such claim or suit, absent willful or wanton negligence or intentional misconduct on the part of the employee, as determined by the trier of fact. Each party reserves its right to trial by jury.

If there is a conflict of interest due to the Law Director defending an employee, another attorney, mutually agreed upon by the employee and the Safety Director, shall be appointed. Fees arising from said situation shall be paid by the City.

All Police employees shall be covered by any additional public employee liability insurance policies that may be furnished by the City during the term of this Contract.

ARTICLE 14

FUNERAL LEAVE

Police employees shall be afforded paid funeral leave upon the death of a member of the employee's immediate family. Funeral leave shall be limited to time actually required to: attend the funeral, make necessary funeral arrangements, and to accomplish related matters. Maximum paid funeral leave shall be limited to three (3) working days per request.

If additional time is needed, the employee, with approval of his Department Head, may take sick time.

For the purpose of this Article and Article 16, Sick Leave, immediate family shall be defined as: employee's mother, father, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, legal guardian or other person who stands in the stead of a parent.

Employees shall receive compensable time only for regularly scheduled work days.

Additional time, which must be categorized as sick time, may be taken for the deaths of relatives not included in the definition of immediate family. Such time is subject to the approval of the Department Head.

ARTICLE 15

SICK LEAVE

- A. Each employee shall accrue sick leave at a rate of one and one-quarter ($1\frac{1}{4}$) tours of duty per calendar month. Total shall not exceed fifteen (15) tours of duty per year.

DEFINITION: Tour of Duty:

1. Patrol Eight and one-half ($8\frac{1}{2}$) HOURS
2. Auxiliary Eight (8) hours

- B. Employees, upon approval of the responsible administrative officer, may use sick leave for absences due to: personal illness, injury, pregnancy, and exposure to communicable diseases that might be transmitted to other employees. Additionally, employees shall be permitted to use sick time for childbirth (up to three [3] working days - day spouse taken to hospital, day of birth, date spouse is discharged from hospital). Employees may be permitted to use up to three (3) sick days in case of serious illness or serious operation concerning a member of the immediate family as outlined in Article 15, Funeral Leave.
- C. As mentioned in Article 15, Funeral Leave, an employee needing additional time off after the death of a family member shall be permitted, with departmental approval, to use sick time.
- D. An employee shall be permitted to use sick leave credit for the period during which they are physically unable to work due to pregnancy, childbirth, miscarriage, related medical problems or recovery therefrom. Duration of such leave shall be determined on an individual basis by the employee and their physician, subject to the provisions herein. Employees expecting to avail themselves of such leave must notify their supervisors of the expected date of departure. Such notice, except in the case of emergency, shall be given two (2) weeks in advance.
- E. When sick leave is used by a Police employee, said time shall be deducted from the employee's sick leave credit at the rate of one (1) hour per each one (1) hour of regularly scheduled work that was missed. Unused sick leave shall accumulate to the employee's credit as outlined in the Terminal Leave benefit.
- F. An employee having been separated from public service for any reason, upon his/her re-employment in public service shall receive credit for previously accumulated sick time wherein the employee received no compensation.
- G. Evidence Required for Sick Leave Usage: The City may require an employee, when returning to work, to complete the current Application Leave Form according to past practices.
- H. Physician's Statement: Where sick leave is taken due to illness of an immediate family member, childbirth or need to care for a member of the immediate family, the City may require a qualified health care provider's statement confirming the reason for the need to take such sick leave.
- I. Physical Examination: The City may with just cause require an employee to take an examination, conducted by a licensed physician, psychologist,

dentist or chiropractor to determine the employee's physical or mental capacity to perform the duties of his position. The cost of such examination shall be paid by the City.

- J. Use of Sick Leave: No employee shall be required to furnish a doctor's certificate unless he is absent from work for more than two (2) consecutive days or more than five (5) days in a calendar year, but after said periods of absence without a doctor's certificate, he will be required to furnish a doctor's certificate for any additional consecutive days or after five (5) total days the remainder of that calendar year. These days may be taken one (1) day at a time or two (2) consecutive days, but the total shall not exceed five (5) days. A calendar year shall be January 1 through December 31.
- K. The City reserves the right to assign employees to light duty who are partially disabled. Any Police employee who sustains injury resulting in total work disability to their person, while in the performance of their duty, shall submit medical evidence of such injury/disability to the Safety Director. The Safety Director shall certify, to the Auditor of the City of Norwood, that the Police employee was injured/disabled in the line of duty. The City has the right to require the employee to submit to an independent examination, at City's cost. Such employee shall, for the period of the total disability not to exceed the first (1st) anniversary date of said injury/disability, receive their regular compensation/benefits. Furthermore, the employee will not be charged with a reduction in sick leave benefits. In return for such compensation, the injured employee agrees to execute a copy of the following agreement:

AGREEMENT

It is mutually agreed, by and between the City of Norwood and the claimant, _____, who was injured on _____, while in or arising out of the course of his employment with the City of Norwood, that the City shall pay regular wages and benefits to the injured/disabled employee. Such payment shall continue for up to one (1) year from the date of the injury/disability.

The claimant authorizes the Industrial Commission of Ohio to mail his warrants for compensation in care of the City of Norwood. In order that the City may receive reimbursement or partial reimbursement, for monies paid to the employee due to the injury/disability, the employee agrees to endorse such warrants received from the Industrial Commission of Ohio in favor of the City of Norwood. Such authorization shall continue in force for up to one (1) year from the date of the injury/disability and will apply only to compensation for wages.

It is agreed and understood, by the claimant, that payment of regular wages is made in order to assist the employee while his claim is being prepared, filed, considered (including appeals) by the Industrial Commission of Ohio.

CITY OF NORWOOD

CLAIMANT

Witness

Witness

ARTICLE 16
HOLIDAY BENEFITS

Section 1. Police employees shall earn twelve (12) holidays per year. These holidays may be used at the discretion of the employee, so long as minimum manpower or other special requirements are met.

Section 2. Police employees who are required to work any of said holidays shall be compensated at a rate of one and one-half times (1½X) the regular rate of pay for all hours actually worked in addition to the holiday benefit provided in Section 1. Police employees called into work on a recognized holiday at a time outside of his/her regular shift shall be paid the greater of the actual time worked or the minimum of four (4) hours at a rate of two times (2X) the regular rate of pay in addition to the holiday benefit provided in Section 1.

The following holidays shall be observed:

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Police Memorial Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Eve Day
Christmas Day

Section 3. No police employee whose normal work schedule would include that employee working on a recognized holiday set forth in Section 2 shall be forced to take the holiday off. Also, no Police employee shall have any regularly scheduled off-day changed for the purpose of circumventing this provision.

Section 4.

A. Police employees vested, in pension plan, on or before December 31, 1989:

Employees may save and accumulate holidays, anytime during their career, to a maximum of two (2) years credit. NOTE (Employees considering retirement): Retirement should occur prior to your anniversary date in the selected retirement year. At said time, you shall receive your holiday benefits for the third (3rd) year that may be permitted in computing pension benefits.

- B. Police employees not listed above: Employees may save and accumulate holidays, anytime during their career, to a maximum of one (1) year credit.

Section 5: Holiday Buy Back: Eligibility:

- A. Police employees vested prior to December 31, 1989, must have accumulated two (2) years of holidays.
- B. Other Police employees must have accumulated one (1) year of holidays.

On January 1st 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. Said days shall be purchased by the City at the employee's current rate of pay. On or before February 1st of each year, the eligible employee shall be compensated for the purchased days of the previous year.

ARTICLE 17
HOURLY REDUCTION DAYS

Hour Reduction Days accumulated prior to January 1, 1997 shall be paid in accordance with the applicable collective bargaining agreement or past practice. Effective January 1, 1997, to establish wages based on a forty (40) hour work week standard, Hour Reduction Days are eliminated.

ARTICLE 18
VACATION LEAVE

- A. A Police employee, having more than one (1) and less than eight (8) years service, shall have earned and is entitled to ten (10) days annual vacation.

A Police employee, having completed eight (8) years of service, shall have earned and is entitled to fifteen (15) days of annual vacation.

A Police employee, having completed fifteen (15) years of service, shall have earned and is entitled to twenty (20) days of annual vacation.

A Police employee, having completed twenty (20) years of service, shall have earned and is entitled to twenty-five (25) days of annual vacation.

For the purpose of this Article 19, a day of vacation shall be interpreted to mean a "tour of duty".

For the purpose of this Article 19, a "tour of duty" shall be interpreted as follows:

1. Patrol Division One (1) day is eight and one-half (8½) hours
 2. Auxiliary Services One (1) day is eight (8) hours
- B. Upon application filed with the City Auditor and approved by the employee's Department Head, any Police employee may receive, in advance, the amount of vacation that they are legally entitled to within that calendar year.
- C. After ten (10) years of active service with the City, an employee may accumulate a maximum of three (3) years vacation credit. This maximum is seventy-five (75) days. This vacation time may be carried from year to year. An employee is not entitled to use more vacation in one (1) year than his seniority allows, although, if circumstances permit, banked vacation might be used. Employees hired after January 1, 1997, may accumulate a maximum of two (2) years or fifty (50) days vacation credit. Employees not using their full annual vacation benefit shall have the option of banking that unused time (up to their maximum accumulation) or selling it back annually at the employee's then current rate of pay.
- D. Upon separation/retirement from City service, an employee shall receive compensation (at the employee's current rate of pay) for all accrued, unused or carried over earned vacation that the employee has left to his credit.
- Note: The City's liability is limited to three (3) years of vacation credit, a maximum of seventy-five (75) days. Employees hired after January 1, 1997 may accumulate a maximum of two (2) years or fifty (50) days of vacation credit.
- E. All accrued vacation banks prior to January 1, 1997 shall be paid in accordance with the applicable collective bargaining agreement then in effect or past practice if no such agreement was in effect.
- F. All Police employees shall pick vacation by seniority within rank.
- G. This included procedure is requested by the City Auditor's Office: An employee shall be permitted to pick and/or take vacation prior to his anniversary date. Said pick/use must be within the same calendar year as the employee's anniversary. An employee exercising such option shall have a negative vacation balance with the City Auditor until the employee reaches their anniversary date.

ARTICLE 19
DEATH BENEFIT

Beginning January 1, 2000, upon receipt of proof of death of an active Police employee of the Norwood Police Division, there shall be paid to the designated beneficiary of such employee, or if no designated beneficiary then to the employee's estate, a death benefit as follows:

The sum of one (1) year's full salary at the current rate of pay of Police Officer III when the death occurs.

The employee shall have the right to designate the beneficiary on his/her death benefit.

ARTICLE 20
RANK DIFFERENTIAL

Effective January 1, 1997 compensation differentials shall be recognized between various ranks in the Norwood Police Division as shown in Article 01, WAGES.

ARTICLE 21
SENIORITY

- A. "Seniority" shall be computed on the basis of uninterrupted length of continuous service with the City. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. If continuous service is broken and the employee is not reinstated, the employee loses all previously accumulated seniority.
- B. An approved leave of absence does not constitute a break in continuous service, provided the employee receives written approval from the Chief of Police and the Director of Safety for such leave and the employee returns to active service immediately following the expiration of the approved leave.
- C. Shift selection, whether under permanent, rotating or other conditions, shall be according to seniority, subject to Management's right to modify this selection for cause which modification will not be done in an arbitrary or capricious manner.

ARTICLE 22
COMPENSATORY TIME

Effective January 1, 1997, bargaining unit employees have the option of receiving money or compensatory time at the appropriate conversion rate for all overtime worked. Employees may accrue a maximum of two hundred forty (240) hours of compensatory time. The employee 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 both the employee and management within one hundred eighty (180) days after such compensatory time is earned, or bank such time up to the maximum of two hundred forty (240) hours. Compensatory time off will not be refused by the employer without good cause. Previously scheduled compensatory time will not be cancelled unless no other sworn Police employees are available on an overtime basis.

If the compensatory time accrued has not been taken off or banked within one hundred eighty (180) days, the accrued compensatory time shall be paid to the employee at his or her current rate of pay. Such payment for unused hours of compensatory time in excess of two hundred forty (240) hours shall be made on or before January 15 and July 15 of each year.

All existing compensatory time banks in excess of two hundred forty (240) hours shall be protected. One-half of all such time in excess of two hundred forty (240) hours shall, at the option of the employee, be paid by the City prior to separation, or when the employee separates, at the employee's then current rate of pay. The other half shall, at the option of the City, be paid by the City prior to separation or when the employee separates, at the employee's then current rate of pay.

ARTICLE 23

TERMINAL BENEFITS

All Police employees having accumulated nine hundred sixty (960) or more hours of unused sick leave or less prior to January 1, 1997 shall have their entire sick leave bank protected, and at the time of their separation be paid according to past practice as set forth in Article 21 ("Terminal Leave") of the labor agreement for the years 1994 through 1996.

All Police employees shall receive annual paid sick leave as set forth in Article 16 ("Sick Leave") of the labor agreement for the years 1994 through 1996.

All Police employees shall continue to accumulate all unused sick leave until their sick leave bank reaches nine hundred sixty (960) hours. Effective January 1, 1998, the City shall buy back on or before February 1, 1998, and by that date each year thereafter, two-thirds (2/3rds) of the employee's unused and unbanked sick leave accumulated during each preceding employment year at the employee's then current hourly rate of pay. If any employee misses four (4) or less tours within the calendar year the employee will be paid out their unused sick leave at one hundred percent (100%).

For all unused sick leave accumulated after January 1, 1997 in the sick leave bank, the employee shall be paid in a lump sum at separation an amount equal to

two-thirds (2/3rds) of the employee's unused sick leave at the employee's then current rate of pay at the time of separation or the average of the five (5) highest years of salary or compensation paid the employee during his service, whichever is higher.

If an employee's sick leave bank falls below nine hundred sixty (960) hours, the employee must build his sick leave bank back to nine hundred sixty (960) hours before he may receive his annual compensation for unused sick leave.

On or about January 15 of each year, the Auditor, upon request, shall give written notice to each employee. Such notice shall include the amount of time in the various banks and the monetary value thereof.

ARTICLE 24 **SPECIAL ASSIGNMENT COMPENSATION**

Field Training Officers: Effective January 1, 2000 any uniformed patrol officer designated by the Police chief and approved by the Director of Safety to work as a Field Training Officer (FTO) shall receive compensation in addition to their regular rate of pay for each day during which FTO duties are deemed necessary by the Police Chief and approved by the Director of Safety and are actually being performed. The additional compensation shall be made:

Twenty-five Dollars (\$25.00) per day for each day FTO duties are performed. Members must be designated in advance by the Police Chief and approved by the Director of Safety.

ARTICLE 25 **TRAINING ALLOWANCE**

Beginning January 1, 2003 any member who attends at least thirty-two (32) hours of in-service OPOTC certified training, in addition to training required by the Ohio Peace Officer Training Council, which advances the member's skills as a member of the Norwood Police Division, shall receive an additional allowance in an amount equal two percent (2%) of the employee's annual salary for the year it was earned. Said allowance shall be paid annually on the employee's first regular pay check in December, beginning December, 2003. This amount will be reported to the Ohio Police and Fireman's Disability and Pension Fund relating to the member's earnings.

The training allowance is non-cumulative.

ARTICLE 26

PROMOTIONS

No position above the rank of Police Officer in the Police Division shall be filled by original appointment. Vacancies in positions above the rank of Police Officer in the Police Division shall be filled by promotion from among persons holding positions in the rank lower than the position to be filled.

Whenever a vacancy occurs in the position above the rank of Police Officer in the Police Division, and there is no eligible list for such rank, the Municipal Civil Service Commission shall, within sixty (60) days of such vacancy, hold a competitive promotional examination. After such examination has been held and an eligible list established, the Commission shall forthwith certify to the appointing officer, the name of the person receiving the highest rating. Upon such certification, the appointing officer shall appoint the person so certified within thirty (30) days from the date of such certification. If there is a list, the Commission shall, where there is a vacancy, immediately certify the name of the person having the highest rating, and the appointing authority shall appoint such person within thirty (30) days from the date of such certification. No credit for seniority shall be added to an applicant's examination grade unless the applicant achieves at least the minimum passing grade on the examination without counting such extra credit. No credit for efficiency shall be added to an applicant's examination grade. Promotional lists shall expire one (1) year from the date of posting for all tests administered on or before December 31, 2008. For any tests administered after December 31, 2008 promotional lists shall expire two (2) years from the date of posting.

ARTICLE 27

TUITION REIMBURSEMENT

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

Effective January 1, 2009 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 "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 (6) 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 the 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 a 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 credit 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 employees 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 28

WORK SCHEDULE

Members shall work one of the following schedules which includes the current contract language of 8.5 hour shifts. The election of overtime or compensation time is at the employee's discretion.

10-Hour Work Schedule Uniform Assignment (Seven Off-Day Groups)

The regular work week for employees who are assigned to a 10-hour work schedule shall be comprised of forty (40) hours, consisting of four (4) days of ten (10) consecutive hours each. The forty (40) hour work week shall be Sunday through Saturday. All sworn employees in the forty (40) hour work week schedule who are required to work more than ten (10) consecutive hours in any one (1) day, more than four (4) days or more than forty (40) hours in any one (1) work week, shall be paid overtime compensation in salary at the rate of one and one-half (1-1/2) times the employee's regular salary rate or in compensatory time at the rate of one and one-half (1-1/2) times the actual overtime hours, or portions thereof, worked. The provisions of this section shall not apply to those employees who are receiving additional pay pursuant to the callback or court time

provisions of this contract. The purpose of this section is to clarify the overtime provisions of this agreement and not to create additional overtime payments.

8-Hour Work Schedule – Alternative Available for Non-Uniformed Assignments

The regular work week for employees who are not assigned to a 10-hour work schedule or 12-hour schedule shall be comprised of forty (40) hours, consisting of five (5) days of eight (8) consecutive hours each. The forty (40) hour work week shall be Sunday through Saturday. All sworn employees who are required to work more than eight (8) consecutive hours in any one (1) day, more than five (5) days or more than forty (40) hours in any one (1) work week, shall be paid overtime compensation in salary at the rate of one and one-half (1-1/2) times the employee's regular salary rate or in compensatory time at the rate of one and one-half (1-1/2) times the actual overtime hours, or portions thereof, worked. The provisions of this section shall not apply to those employees who are receiving additional pay pursuant to the call back or court time provisions of this contract. The purpose of this section is to clarify the overtime provisions of this agreement and not to create additional overtime payments.

12 Hour Work Schedule Uniform Assignment

Subject to the provisions set forth herein patrol operations shall be assigned to a twelve (12) hour schedule. The schedule shall consist of a six (6) week cycle that alternates days working and days off. The cycle is two (2) days on and two (2) days off; three (3) days on and two (2) days off; and two (2) days on and three (3) days off, every two-week period. A Kelly day will be provided to each officer once every six (6) weeks to compensate for the additional four (4) hours worked each pay cycle without additional compensation. Kelly Days shall be assigned by rank seniority. The hours of operation of the twelve (12) hours days shall be determined by the employer. The purpose of this section is to clarify the overtime provisions of this agreement and not to create additional overtime payments.

Paid Holidays

Paid holidays will be converted from days into hours. 8.5 hour employees will have their paid holidays calculated at the number of days times 8.5 and 8 hour employees will have their paid holidays calculated at the number of days times 8.

Sick and Vacation hours

Employees on the 8.5 hour schedule will continue to accrue sick and vacation time under the current 8.5 hour employee guidelines and the 8 hour employees will continue their sick and vacation accrual under the current 8 hour employee guidelines.

SIGNATURE PAGE

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

FOR THE CITY OF NORWOOD,
OHIO

FOR THE NORWOOD POLICE WAGE
& BENEFIT COMMITTEE

Thomas F. Williams
Mayor

David R. Lewis

Joe Geers
Safety Director

Kenneth Devers

Timothy A. Garry
Assistant Director of Law

Jeffrey Kilby

James Hicks

Ronald Murphy